

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 28

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****NEIGHBORHOOD SERVICES - CONSENT**

45

Approval to reprogram \$249,617 in HOME funds from the Nevada Homes for Youth 4228 E. Stewart Avenue and 4220 E. Stewart Avenue projects to the Nevada Homes for Youth 4428 E. Stewart Avenue, 603 Sea Pines Lane, and 7904 Greycreek Court projects

M. McDONALD - Motion to APPROVE:**Items 3 through 9****Items 12 through 63****Items 65 through 72**

- carried UNANIMOUSLY with L. McDONALD abstaining on items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

TRAILED to P.M. Session under separate action
(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

46

Approval of the Neighborhood Preservation Program for single family residential rehabilitation, reconstruction, and infill housing, and for business facade improvement

APPROVED - see above

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION**August 18, 1999**

TO:

City Council

FROM:

Sharon Segerblom, Director
Neighborhood Services Department

SUBJECT:

Approval to reprogram \$249,617 in HOME funds from the Nevada Homes for Youth 4228 E. Stewart Avenue and 4220 E. Stewart Avenue projects to the Nevada Homes for Youth 4428 E. Stewart Avenue, 603 Sea Pines Lane, and 7904 Greycrest Court projects.

PURPOSE/BACKGROUND

On February 23, 1998, Nevada Homes for Youth was awarded \$125,000 in HOME funds for the acquisition of a 4-plex located at 4228 E. Stewart Avenue and \$125,000 in HOME funds for the acquisition of a 4-plex located at 4220 E. Stewart Avenue for use as permanent affordable rental housing.

HUD received higher bids on both properties, therefore, Nevada Homes for Youth was unable to purchase these properties.

Nevada Homes for Youth would like to reprogram \$249,617 to purchase a 3-bedroom single family home at 4428 E. Stewart, a 2-bedroom townhouse at 603 Sea Pines Lane, and a 2-bedroom condominium at 7904 Greycrest Court. The acquisition and rehabilitation costs for these properties are \$99,500; \$79,517; and \$70,600 respectively. HUD has accepted Nevada Homes for Youth's bids on these repossessed properties which will be dedicated to HOME Program eligible tenants for use as permanent affordable rental housing.

FISCAL IMPACT

\$249,617 in HOME funds.

RECOMMENDATIONS

It is the recommendation of the City Manager that the City Council approve this HOME reprogramming and authorize the Mayor to execute the agreement.

Agenda Item**45**

Briefing Paper

Approval to Reprogram \$249,617 of HOME Funds from the Nevada Homes for Youth projects located at 4220 E. Stewart Avenue and 4228 E. Stewart Avenue to the new projects located at 4428 E. Stewart Avenue, 603 Sea Pines Lane, and 7904 Greycrest Court #101.

- On February 23, 1998, the City Council of the City of Las Vegas awarded Nevada Homes for Youth \$125,000 in HOME funds to purchase a 4-plex at 4220 E. Stewart Avenue and \$125,000 in HOME funds to purchase a 4-plex at 4228 E. Stewart Avenue.
- HUD received higher bids on both properties. Therefore, Nevada Homes for Youth was unable to purchase these properties.
- Nevada Homes for Youth would like to reprogram \$249,617 to purchase and rehabilitate a 3-bedroom single family home at 4428 E. Stewart Avenue, a 2-bedroom townhouse at 603 Sea Pines Lane, and a 2-bedroom condominium at 7904 Greycrest Court #101. The acquisition and rehabilitation costs of these properties are \$99,500; \$79,517; and \$70,600 respectively. HUD has accepted Nevada Homes for Youth's bids on these repossessed properties which will be dedicated to HOME Program eligible tenants for use as permanent affordable housing.

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
NEVADA HOMES FOR YOUTH
AFFORDABLE RENTAL HOUSING DEVELOPMENT

THIS AGREEMENT, made and entered into this 18th day of August, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Nevada Homes For Youth, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 525 South 13th Street, Las Vegas, Nevada 89101 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

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

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

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

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

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

WHEREAS, Subrecipient has requested the City's assistance to purchase a property in the City of Las Vegas and will develop the property as affordable rental housing for low income individuals and families certified eligible as HOME Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program and/or LIHTF, and/or other funds to assist with the purchase of a property, (hereinafter referred to as the "Property" or "Project") and which is further legally described in Exhibit "A" of this document; and

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

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

I. Scope of Services

A. Subject to the actual receipt of funds from the County, the City will provide up to \$70,600 in Federal HOME Program funds to Subrecipient to purchase and rehabilitate the certain real property located at 7904 Greycres Court #101 in the City of Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "B" hereto and incorporated herein as if fully set forth. The Federal HOME funds will have an affordability period of 15 years. The Project will consist of acquiring and rehabilitating a 2-bedroom, 2 baths, condominium to be dedicated to HOME Program eligible tenants (herein "unit" or "units). Rent on this unit will not exceed the limits established by HUD's HOME/LIHTF Program (see Exhibit "D"). The timing and method of providing HOME funds shall be entirely within the City's discretion.

B. The acquisition and rehabilitation of the Project shall begin within 90 days of availability of HOME funds and must be completed on or before June 30, 2000, unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the \$70,600 in HOME Program funds and/or other funds provided by the City pursuant to City of Las Vegas City Council action of August 18, 1999 will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the City.

D. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize HOME Program funding.

II. City General Conditions

A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipient to develop affordable rental housing for lower-income persons certified eligible as HOME Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of development-related permits for the Project.

C. Subrecipient will provide the Director with client usage records for HOME-assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served.
2. Political entity from which client(s) moved.
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines (see Exhibit "C").
5. Number of handicapped clients served.
6. Number of senior citizens served.
7. Number of female head-of-households served.
8. Name of each head of household served.
9. Number of persons in each household served.
10. Number of veterans, male and female, served.

D. Subrecipient will not lease any portion of the affordable housing unit to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOME Program requirements and serve eligible lower income residents. All tenants in the assisted unit shall have leases with Subrecipient, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 92.254, which shall be a Deed of Trust for such Property, the form of which is attached to this document as "Exhibit "A" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with HOME funds. If the affordable housing unit, or any portion thereof, is subleased without the prior written approval of the County, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (F) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire \$70,600 in HOME Program funds or other funds that Subrecipient received from the City hereunder. As such, such funds made available pursuant to this Agreement constitute a deferred loan which is forgivable in its entirety at the expiration of the period of affordability.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section N, without the written consent of the Director.

E. The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in a minimum amount of \$70,600 which will protect the City from losses, damages, or claims concerning the title of the property.

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

G. Subrecipient understands and agrees that the City shall not release any HOME funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

H. Subrecipient agrees that in the event of foreclosure or transfer in lieu of foreclosure, the affordability restrictions shall be revived according to the original terms of this agreement if, during the original affordability period, Subrecipient or those with whom Subrecipient has or had family or business ties, obtains an ownership interest in the Project.

I. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein, for reimbursement to the City.

J. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the foregoing insurance coverages are in effect within ten days after the escrow closing for this Property, and Subrecipient will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

K. Subrecipient and City agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the obligations of the Subrecipient will terminate on the 15th anniversary of the date of recording of the Deed of Trust in the Official Records of Clark County, Nevada; and thereafter the City will reconvey to the Subrecipient all the Project as legally described in Exhibit "A".

L. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

- (1) Whether the objectives of the Project are being achieved;
- (2) Whether the Project is being conducted in an efficient and effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
- (4) Whether the financial operations of the Project are being conducted properly;
- (5) Whether the periodic reports to the City contain accurate and reliable information; and
- (6) Whether all of the activities of the Project are conducted in compliance with the

provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient which relate to the Project. The representatives of the City may, on occasion, interview residents of the HOME-assisted rental units of the Project who volunteer to be interviewed.

M. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

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

O. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

P. This Agreement will commence upon its approval and signature by all Parties and the HOME Program funds allocated by it will be expended on or before June 30, 2000.

Q. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

R. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

S. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

T. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

U. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

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

W. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.
2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.
4. Section 109 of the Housing and Community Development Act
5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135
8. Executive order 11063, as amended.
9. The Age Discrimination Act of 1975.
10. Section 504 of the Rehabilitation Act of 1973.
11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
12. The Fair Labor Standards Act.
13. The Federal Labor Standards Act.
14. Section 202(a) of the Flood Disaster Protection Act of 1973.
15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.
16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.
17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:
 - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious

influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or subrecipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U. S. Code.

D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

M. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

N. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 15 years if the City grant consists solely of HOME funds received directly from HUD, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

P. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds received from the State of Nevada by the City invested in the property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

Q. Should tenants be displaced as a result of acquisition and rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOME funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

...

...

...

...

...

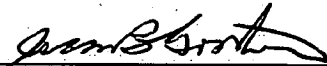
...

...

...

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

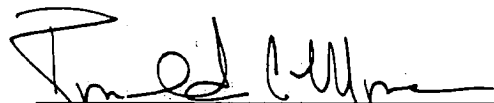
ATTEST:


Barbara Jo Ronemus, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

APPROVED AS TO FORM:


8/4/99
DATE

NEVADA HOMES FOR YOUTH


Ronald C. Moore, Executive Director

...
...
...
...
...
...
...
...
...
...
...
...
...
...
...

ACCEPTANCE OF LOAN AND AGREEMENT TO
COMPLY WITH LOAN CONDITIONS

I, Ronald C. Moore, Executive Director, of Nevada Homes For Youth, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan made and the conditions imposed upon that loan contained in the HOME Investment Partnerships "HOME" Program Agreement to Nevada Homes For Youth approved by the City Council of the City of Las Vegas, Nevada on the 18th day of August, 1999, a copy of which is attached hereto and incorporated herein.

Executed this 9th day of August, 1999.

NEVADA HOMES FOR YOUTH

By: Ronald C. Moore
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.

Kim A. Barrera
Notary Public

 KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

...
...
...
...
...
...
...
...
...
...
...

EXHIBIT "A"

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 South 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$70,600 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "B" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 15 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$70,600 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

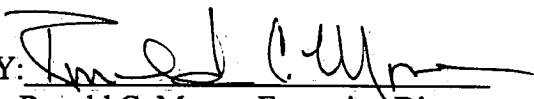
By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the fifteenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "B" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...
...
...
...
...
...
...

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.


Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

EXHIBIT "B"
LEGAL DESCRIPTION

Brava Condominiums Unit 2 (A Condominium Development), as shown by map thereof on file recorded October 28, 1992 in Book 54 of Plats, Page 46 and amended by a Certificate of Amendment recorded November 19, 1992 as Document No.01184 in Book 921119 of Official Records, and by Certificate of Amendment recorded November 30, 1993 as Document No. 01832 in Book 931130 of Official Records, Clark County, Nevada.

Parcel Number: 138-33-718-213.

Commonly known as 7904 Greycres Court #101 in the City of Las Vegas, Clark County, Nevada.

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

EXHIBIT "C"
HOME/LIHTF PROGRAM INCOME GUIDELINES
 U. S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program
 Limits (February, 1999)
 Median Family Income \$48,900

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	30% 10,900 50% 18,150 (Very Low-Income) 60% 21,780 80% 29,050 (Low-Income)
2	30% 12,450 50% 20,750 (Very Low-Income) 60% 24,900 80% 33,200 (Low-Income)
3	30% 14,000 50% 23,350 (Very Low-Income) 60% 28,020 80% 37,350 (Low-Income)
4	30% 15,550 50% 25,950 (Very Low-Income) 60% 31,140 80% 41,500 (Low-Income)
5	30% 16,800 50% 28,050 (Very Low-Income) 60% 33,660 80% 44,850 (Low-Income)
6	30% 18,050 50% 30,100 (Very Low-Income) 60% 36,120 80% 48,150 (Low-Income)
7	30% 19,300 50% 32,200 (Very Low-Income) 60% 38,640 80% 51,500 (Low-Income)
8	30% 20,550 50% 34,250 (Very Low-Income) 60% 41,100 80% 54,800 (Low-Income)

EXHIBIT "D"

HOME/LIHTF PROGRAM RENT LIMITS

U. S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program
Rent Limits (February, 1999)

<u>UNIT SIZE</u>	<u>MAXIMUM RENTS</u>	
Efficiency	FMR	491
	Low HOME Rent	453
	High HOME Rent	491
1 - Bedroom	FMR	582
	Low HOME Rent	486
	High HOME Rent	582
2 - Bedroom	FMR	693
	Low HOME Rent	583
	High HOME Rent	693
3 - Bedroom	FMR	965
	Low HOME Rent	675
	High HOME Rent	843
4 - Bedroom	FMR	1,139
	Low HOME Rent	752
	High HOME Rent	921
5 - Bedroom	FMR	1,309
	Low HOME Rent	830
	High HOME Rent	998
6 - Bedroom	FMR	1,480
	Low HOME Rent	908
	High HOME Rent	1,075

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 S. 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$70,600 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 15 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of

Las Vegas in its capacity as Beneficiary. The Trustee and Beneficiary agree that the Beneficiary and Trustee under the First Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust or under the Agreement referred to herein.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$70,600 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the fifteenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...
...
...
...
...
...
...

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: *Ronald C. Moore*
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as *Executive Director*, 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 voluntary and for the uses and purposes therein mentioned.

Kim A. Barrera
Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

19990917
01921RECEIVED
CITY CLERK

SHORT FORM DEED OF TRUST

(Note not set out)

1999 OCT 25 P 3:04

(4)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 S. 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$70,600 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 15 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of

19990917
.01921

Las Vegas in its capacity as Beneficiary. The Trustee and Beneficiary agree that the Beneficiary and Trustee under the First Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust or under the Agreement referred to herein.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$70,600 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

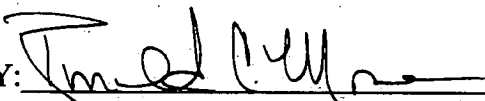
So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the fifteenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...
...
...
...
...
...

19990917
01921

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

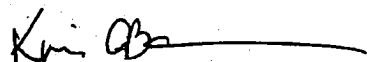
NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.


Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1

My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

1999091
.01921

FEE: 10.00 RPTT: .00

19990917
01922~~ATTACHMENT "2"~~
REQUEST FOR NOTICE

(4)

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded _____ as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Brava Condominiums Unit 2 (A Condominium Development), as shown by map thereof on file recorded October 28, 1992 in Book 54 of Plats, Page 46 and amended by a Certificate of Amendment recorded November 19, 1992 as Document No. 01184 in Book 921119 of Official Records, and by Certificate of Amendment recorded November 30, 1993 as Document No. 01832 in Book 931130 of Official Records, Clark County, Nevada.

Parcel Number: 138-33-718-213.

Commonly known as 7904 Greycres Court #101 in the City of Las Vegas, Clark County, Nevada.

Executed by the Nevada Homes For Youth as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

NEVADA HOMES FOR YOUTH


 Ronald C. Moore, Executive Director

Dated: August 9, 1999
 State of Nevada)
 County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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.

Kim Barrera
 Notary Public



KIM A. BARRERA
 Notary Public - Nevada
 No. 99-50021-1
 My appt. exp. Nov. 25, 2002

19990917
.01922

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

[illegible]

19990917
01922**LEGAL DESCRIPTION****Order No.:**

The land referred to herein is situated in the State of Nevada, County of CLARK, described as follows:

PARCEL ONE (I): (COMMON AREAS)

An undivided 1/24 interest as tenant-in-common in Common Areas lying within Phase 9 of BRAVA CONDOMINIUMS UNIT 2, filed on October 28, 1992, as shown by map thereof on file in Book 54 of Plats, Page 46, and amended by Certificate of Amendment recorded November 19, 1992 in Book 921119 as Document No. 01184 in the Office of the County Recorder of Clark County, Nevada

EXCEPTING THEREFROM the following:

All Living Units and Association Common Areas shown in Phase 9 of BRAVA CONDOMINIUMS UNIT 2 (a Condominium Development), referred to above.

AND RESERVING THEREFROM the right to possession of all those areas designated as Restricted Common Areas, as shown upon the Condominium Plat referred to above.

AND FURTHER RESERVING THEREFROM for the benefit of the owners of condominiums in future and current phases of Unit 1 and phases in Units 2, 3, and 4, non-exclusive easements on, over and across the Common Areas as defined and shown upon the Plat referred to above for ingress, egress, and recreational use, subject to the terms as set forth in the Declaration of Covenants, Conditions, and Restrictions recorded on July 14, 1992 as Document No. 01103 in Book 920714 of Official Records, Clark County, Nevada, to which reference is hereafter made.

PARCEL TWO (II): (LIVING UNIT)

Living Unit 9811 in Building Ninety-Eight (98) as shown on the condominium Plat referred to above.

PARCEL THREE (III): (EXCLUSIVE USE AREA)

The exclusive right to use, possession, and occupancy of those portions of the Common Area, being described upon the Plat as Balconies, Patios, and Assigned Parking, Garage or Carport, if applicable, G-9811 (Exclusive Use Areas), which are appurtenant to and for the exclusive use of Parcel Two (2).

Continued on next page

19990917
.01922**LEGAL DESCRIPTION - continued****PARCEL FOUR (IV): (PHASED AREAS)**

A non-exclusive easement for ingress, egress, and recreational use, on, over, and under Common Areas of all Phases in Unit 1 and Phases in Units 2, 3, and 4, which easement is appurtenant to Parcels 1, 2, and 3 described above. This easement shall be effective only until recordation prior to the expiration of right to annex of a Declaration of Annexation to which reference is hereafter made or separate Declaration which requires the owners of condominiums in said subsequent phases to be members of the Association.

PARCEL FIVE (V): (ASSOCIATION COMMON AREA)

A non-exclusive easement on and over the Association Common Area (as defined in the Declaration) for access, use occupancy, enjoyment, ingress, egress, and use of the amenities located thereon, subject to the terms and provisions of the Declaration. This easement is appurtenant to Parcels 1, 2, and 3 above described. The easement shall become effective as to each portion of the Association Common Area as it is conveyed of record to the Association. The Association Common Area is for the use of owners and guests of the units which are subject to the Declaration, rules, and regulations of the Association, and are not for the use of the General Public.

-2-

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
STEWART TITLE OF NEVADA
09-17-1999 16:10 BGN 4
BOOK: 990917 INST: 01922
OFFICIAL RECORDS
FEE: 10.00 RPTT: .00

ATTACHMENT "1"
LEGAL DESCRIPTION

Brava Condominiums Unit 2 (A Condominium Development), as shown by map thereof on file recorded October 28, 1992 in Book 54 of Plats, Page 46 and amended by a Certificate of Amendment recorded November 19, 1992 as Document No.01184 in Book 921119 of Official Records, and by Certificate of Amendment recorded November 30, 1993 as Document No. 01832 in Book 931130 of Official Records, Clark County, Nevada.

Parcel Number: 138-33-718-213.

Commonly known as 7904 Greycres Court #101 in the City of Las Vegas, Clark County, Nevada.

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

ATTACHMENT "2"
REQUEST FOR NOTICE

under NRS 107.090

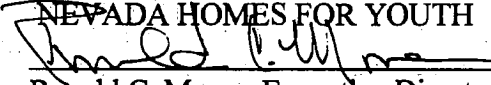
IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded _____ as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Brava Condominiums Unit 2 (A Condominium Development), as shown by map thereof on file recorded October 28, 1992 in Book 54 of Plats, Page 46 and amended by a Certificate of Amendment recorded November 19, 1992 as Document No. 01184 in Book 921119 of Official Records, and by Certificate of Amendment recorded November 30, 1993 as Document No. 01832 in Book 931130 of Official Records, Clark County, Nevada.

Parcel Number: 138-33-718-213.

Commonly known as 7904 Greycresc Court #101 in the City of Las Vegas, Clark County, Nevada.

Executed by the Nevada Homes For Youth as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

NEVADA HOMES FOR YOUTH

 Ronald C. Moore, Executive Director

Dated: August 9, 1999
 State of Nevada)
 County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C Moore as Executive Director, 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.

Kim A. Barrera
 Notary Public



KIM A. BARRERA
 Notary Public - Nevada
 No. 88-60021-1
 My appt. exp. Nov. 25, 2002

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

[illegible]

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
NEVADA HOMES FOR YOUTH
AFFORDABLE RENTAL HOUSING DEVELOPMENT

THIS AGREEMENT, made and entered into this 18th day of August, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Nevada Homes For Youth, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 525 South 13th Street, Las Vegas, Nevada 89101 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

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

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

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

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

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

WHEREAS, Subrecipient has requested the City's assistance to purchase a property in the City of Las Vegas and will develop the property as affordable rental housing for low income individuals and families certified eligible as HOME Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program and/or LIHTF, and/or other funds to assist with the purchase of a property, (hereinafter referred to as the "Property" or "Project") and which is further legally described in Exhibit "A" of this document; and

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

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

I. Scope of Services

A. Subject to the actual receipt of funds from the County, the City will provide up to \$59,517 in Federal HOME Program funds and \$20,000 in Low Income Housing Trust Fund (LIHTF) Funds to Subrecipient to purchase the certain real property located at 603 Sea Pines Lane in the City of Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "B" hereto and incorporated herein as if fully set forth. Both the Federal HOME funds and the LIHTF will have an affordability period of 30 years. However, only the LIHTF Funds, \$20,000, will be recapturable upon sale or transfer of property. The Project will consist of acquiring a 2-bedroom, 2 baths, townhouse to be dedicated to HOME Program eligible tenants (herein "unit" or "units"). Rent on this unit will not exceed the limits established by HUD's HOME/LIHTF Program (see Exhibit "D"). The timing and method of providing HOME funds shall be entirely within the City's discretion.

B. The acquisition of the Project shall be completed within 90 days of availability of HOME/LIHTF funds unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the \$59,517 in HOME Program funds and the \$20,000 in LIHTF funds provided by the City pursuant to City of Las Vegas City Council action of August 18, 1999, will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the City.

D. Changes in the Scope of Services as outlined herein must be in accordance with HOME/LIHTF Program regulations, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize HOME/LIHTF Program funding.

II. City General Conditions

A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipient to develop affordable rental housing for lower-income persons certified eligible as HOME Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of development-related permits for the Project.

C. Subrecipient will provide the Director with client usage records for HOME-assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served.
2. Political entity from which client(s) moved.
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines (see Exhibit "C").
5. Number of handicapped clients served.
6. Number of senior citizens served.
7. Number of female head-of-households served.
8. Name of each head of household served.
9. Number of persons in each household served.
10. Number of veterans, male and female, served.

D. Subrecipient will not lease any portion of the affordable housing unit to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOME Program requirements and serve eligible lower income residents. All tenants in the assisted unit shall have leases with Subrecipient, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 92.254, which shall be 2 Deeds of Trust for such Property, the forms of which is attached to this document as Exhibit "A-1" and Exhibit "A-2" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with HOME and LIHTF funds. If the affordable housing unit, or any portion thereof, is subleased without the prior written approval of the County, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (F) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire \$59,517 in HOME Program funds and \$20,000 in LIHTF funds that Subrecipient received from the City hereunder. As such, the HOME funds made available pursuant to this Agreement constitute a deferred loan which is forgivable in its entirety at the expiration of the period of affordability. However, the LIHTF funds made available pursuant to this Agreement constitute a loan which is fully recapturable.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section N, without the written consent of the Director.

E. The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in a minimum amount of \$79,517 which will protect the City from losses, damages or claims concerning the title of the Property.

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

G. Subrecipient understands and agrees that the City shall not release any HOME/LIHTF funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

H. Subrecipient agrees that in the event of foreclosure or transfer in lieu of foreclosure, the affordability restrictions shall be revived according to the original terms of this Agreement if, during the original affordability period, Subrecipient or those with whom Subrecipient has or had family or business ties, obtains an ownership interest in the Project.

I. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein, for reimbursement to the City.

J. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the foregoing insurance coverages are in effect within ten days after the escrow closing for this Property, and Subrecipient will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

K. Subrecipient and City agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the obligations of the Subrecipient will terminate on the 30th anniversary of the date of recording of the Deed of Trust in the Official Records of Clark County, Nevada. However, the \$20,000 in LIHTF funds will remain fully recapturable upon sale or transfer of property.

L. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

- (1) Whether the objectives of the Project are being achieved;
- (2) Whether the Project is being conducted in an efficient and effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
- (4) Whether the financial operations of the Project are being conducted properly;
- (5) Whether the periodic reports to the City contain accurate and reliable information; and

- (6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient which relate to the Project. The representatives of the City may, on occasion, interview residents of the HOME-assisted rental units of the Project who volunteer to be interviewed.

M. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

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

O. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

P. This Agreement will commence upon its approval and signature by all Parties and the HOME Program funds allocated by it will be expended on or before December 31, 1999.

Q. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

R. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in

that position to depart from the faithful and impartial discharge of the duties of that position.

S. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

T. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

U. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

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

W. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.
2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.
4. Section 109 of the Housing and Community Development Act

5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
6. The Fair Housing Act, as amended.
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135
8. Executive order 11063, as amended.
9. The Age Discrimination Act of 1975.
10. Section 504 of the Rehabilitation Act of 1973.
11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
12. The Fair Labor Standards Act.
13. The Federal Labor Standards Act.
14. Section 202(a) of the Flood Disaster Protection Act of 1973.
15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.
16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations

which pertain to labor standards, including the minimum wage law.

17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:
 - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

- c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

- 21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or subrecipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U. S. Code.

D. None of the HOME/LIHTF Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME/LIHTF Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

M. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

N. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 30 years if the City grant consists of HOME and LIHTF funds received directly from HUD, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME and LIHTF funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

P. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds received from the State of Nevada by the City invested in the property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

Q. Should tenants be displaced as a result of acquisition and rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

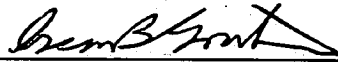
B. In the event that any of the HOME funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

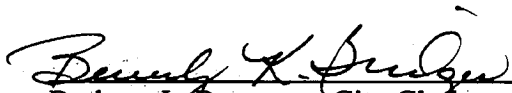
...
...
...
...
...

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

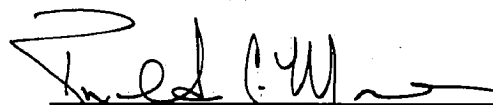
ATTEST:


Barbara Jo Ronemus, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

APPROVED AS TO FORM:

 8/4/99
DATE

NEVADA HOMES FOR YOUTH


Ronald C. Moore, Executive Director

...
...
...
...
...
...
...
...
...
...
...
...
...
...
...

ACCEPTANCE OF LOAN AND AGREEMENT TO COMPLY WITH LOAN CONDITIONS

I, Ronald C. Moore, Executive Director, of Nevada Homes For Youth, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of \$59, 517 and the recapturable loan in the amount of \$20,000 made and the conditions imposed upon those loans contained in the HOME Investment Partnerships "HOME" Program and Low Income Housing Trust Fund Program Agreements to Nevada Homes For Youth approved by the City Council of the City of Las Vegas, Nevada on the 18th day of August, 1999, a copy of which is attached hereto and incorporated herein.

Executed this 9th day of August, 1999.

NEVADA HOMES FOR YOUTH

By: Ronald C. Moore
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.

Kim A. Barrera
Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 89-50021-1
My appt. exp. Nov. 25, 2002

...
...
...
...
...
...
...
...
...

EXHIBIT "B"
LEGAL DESCRIPTION

Lot Sixty-Eight (68) of Charleston Estates, Tract 7C, as shown by map thereof on file in Book 29 of Plats, Page 14, in the Office of the County Recorder of Clark County, Nevada.

Parcel Number: 139-30-313-023.

Commonly known as 603 Sea Pines Lane in the City of Las Vegas, Clark County, Nevada.

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

EXHIBIT "A-1"

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 South 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$59,517 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "B" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$59,517 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the thirtieth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "B" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...

..

...

...

...

...

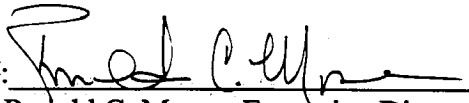
...

...

...

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

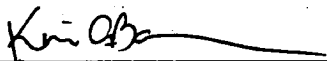
NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.


Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

EXHIBIT "A-2"

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 South 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a recapturable loan in the amount of \$20,000 in Low Income Housing Trust Fund (LIHTF) funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the recapturable loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "B" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME/LIHTF program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME/LIHTF program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in these Short Form Deeds of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$20,000 in LIHTF program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

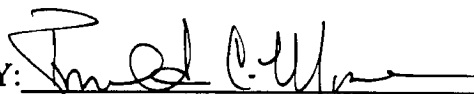
By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in these Deeds of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the thirtieth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor. These funds will remain fully recapturable upon sale or transfer of title.

...
...
...
...
...
...
...

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.


Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 98-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

22

EXHIBIT "C"
HOME/LIHTF PROGRAM INCOME GUIDELINES
 U. S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program
 Limits (February, 1999)
 Median Family Income \$48,900

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	30% 10,900 50% 18,150 (Very Low-Income) 60% 21,780 80% 29,050 (Low-Income)
2	30% 12,450 50% 20,750 (Very Low-Income) 60% 24,900 80% 33,200 (Low-Income)
3	30% 14,000 50% 23,350 (Very Low-Income) 60% 28,020 80% 37,350 (Low-Income)
4	30% 15,550 50% 25,950 (Very Low-Income) 60% 31,140 80% 41,500 (Low-Income)
5	30% 16,800 50% 28,050 (Very Low-Income) 60% 33,660 80% 44,850 (Low-Income)
6	30% 18,050 50% 30,100 (Very Low-Income) 60% 36,120 80% 48,150 (Low-Income)
7	30% 19,300 50% 32,200 (Very Low-Income) 60% 38,640 80% 51,500 (Low-Income)
8	30% 20,550 50% 34,250 (Very Low-Income) 60% 41,100 80% 54,800 (Low-Income)

EXHIBIT "D"

HOME/LIHTF PROGRAM RENT LIMITS

U. S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program
Rent Limits (February, 1999)

<u>UNIT SIZE</u>	<u>MAXIMUM RENTS</u>	
Efficiency	FMR	491
	Low HOME Rent	453
	High HOME Rent	491
1 - Bedroom	FMR	582
	Low HOME Rent	486
	High HOME Rent	582
2 - Bedroom	FMR	693
	Low HOME Rent	583
	High HOME Rent	693
3 - Bedroom	FMR	965
	Low HOME Rent	675
	High HOME Rent	843
4 - Bedroom	FMR	1,139
	Low HOME Rent	752
	High HOME Rent	921
5 - Bedroom	FMR	1,309
	Low HOME Rent	830
	High HOME Rent	998
6 - Bedroom	FMR	1,480
	Low HOME Rent	908
	High HOME Rent	1,075

EXHIBIT "A-1"

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 S. 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$59,517 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$59,517 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

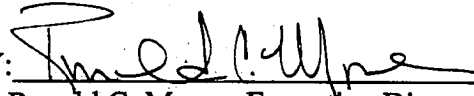
By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the thirtieth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...
...
...
...
...
...
...
...
...

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

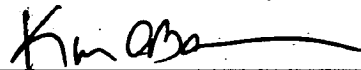
NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.


Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 98-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

EXHIBIT "A-2"

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 South 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a recapturable loan in the amount of \$20,000 in Low Income Housing Trust Fund (LIHTF) funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the recapturable loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME/LIHTF program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME/LIHTF program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in these Short Form Deeds of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$20,000 in LIHTF program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

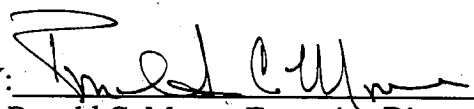
By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in these Deeds of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the thirtieth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor. These funds are fully recapturable upon sale or transfer of title.

...
...
...
...
...
...
...
...
...
...
...
...

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

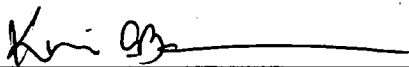
NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.


Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 98-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

[illegible]

ATTACHMENT "2"
REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded _____ as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Lot Sixty-Eight (68) of Charleston Estates, Tract 7C, as shown by map thereof on file in Book 29 of Plats, Page 14, in the Office of the County Recorder of Clark County, Nevada.

Parcel Number: 139-30-313-023.

Commonly known as 603 Sea Pines Lane in the City of Las Vegas, Clark County, Nevada.

Executed by the Nevada Homes For Youth as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

NEVADA HOMES FOR YOUTH

Ronald C. Moore
 Ronald C. Moore, Executive Director

Dated: August 9, 1999

State of Nevada)

County of Clark)

On this 9th day of August, 1999 before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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.

Kim A. Barrera
 Notary Public



KIM A. BARRERA
 Notary Public - Nevada

No. 99-50021-1

My appt. exp. Nov. 25, 2002

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

[illegible]

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
NEVADA HOMES FOR YOUTH
AFFORDABLE RENTAL HOUSING DEVELOPMENT

THIS AGREEMENT, made and entered into this 18th day of August, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Nevada Homes For Youth, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 525 South 13th Street, Las Vegas, Nevada 89101 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

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

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

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

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

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

WHEREAS, Subrecipient has requested the City's assistance to purchase a property in the City of Las Vegas and will develop the property as affordable rental housing for low income individuals and families certified eligible as HOME Program recipients; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program and/or LIHTF, and/or other funds to assist with the purchase of a property, (hereinafter referred to as the "Property" or "Project") and which is further legally described in Exhibit "A" of this document; and

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

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

I. Scope of Services

A. Subject to the actual receipt of funds from the County, the City will provide up to \$99,500 in Federal HOME Program funds to Subrecipient to purchase and rehabilitate the certain real property located at 4428 E. Stewart Avenue in the City of Las Vegas, Clark County, Nevada, hereinafter referred to as the "Property", as legally described in Exhibit "B" hereto and incorporated herein as if fully set forth. The Federal HOME funds will have an affordability period of 15 years. The Project will consist of acquiring and rehabilitating a 3-bedroom, 2 baths, single family dwelling to be dedicated to HOME Program eligible tenants (herein "unit" or "units). Rent on this unit will not exceed the limits established by HUD's HOME/LIHTF Program (see Exhibit "D"). The timing and method of providing HOME funds shall be entirely within the City's discretion.

B The acquisition and rehabilitation of the Project shall begin within 90 days of availability of HOME funds and must be completed on or before June 30, 2000, unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereinafter referred to as the "Director").

C. Subrecipient agrees that any project costs, unless and until otherwise specified in writing, by the Director, exceeding the \$99,500 in HOME Program funds and/or other funds provided by the City pursuant to City of Las Vegas City Council action of August 18, 1999 will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the City.

D. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by both Parties. Any such changes must not jeopardize HOME Program funding.

II. City General Conditions

A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipient to develop affordable rental housing for lower-income persons certified eligible as HOME Program recipients. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of development-related permits for the Project.

C. Subrecipient will provide the Director with client usage records for HOME-assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served.
2. Political entity from which client(s) moved.
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines (see Exhibit "C").
5. Number of handicapped clients served.
6. Number of senior citizens served.
7. Number of female head-of-households served.
8. Name of each head of household served.
9. Number of persons in each household served.
10. Number of veterans, male and female, served.

D. Subrecipient will not lease any portion of the affordable housing unit to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92) without prior written approval from the Director. Any lessee, sublessee, or assignee must meet HOME Program requirements and serve eligible lower income residents. All tenants in the assisted unit shall have leases with Subrecipient, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 92.254, which shall be a Deed of Trust for such Property, the form of which is attached to this document as "Exhibit "A" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with HOME funds. If the affordable housing unit, or any portion thereof, is subleased without the prior written approval of the County, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (F) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire \$99,500 in HOME Program funds or other funds that Subrecipient received from the City hereunder. As such, such funds made available pursuant to this Agreement constitute a deferred loan which is forgivable in its entirety at the expiration of the period of affordability.

Subrecipient shall not allow any liens or encumbrances to be placed against the Property, or any mortgages during the period of affordability, as defined herein in Article III, Federal General Conditions, Section N, without the written consent of the Director.

E. The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in a minimum amount of \$99,500 which will protect the City from losses, damages, or claims concerning the title of the Property.

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

G. Subrecipient understands and agrees that the City shall not release any HOME funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

H. Subrecipient agrees that in the event of foreclosure or transfer in lieu of foreclosure, the affordability restrictions shall be revived according to the original terms of this Agreement if, during the original affordability period, Subrecipient or those with whom Subrecipient has or had family or business ties, obtains an ownership interest in the Project.

I. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein, for reimbursement to the City.

J. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance in sufficient amount. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the foregoing insurance coverages are in effect within ten days after the escrow closing for this Property, and Subrecipient will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

K. Subrecipient and City agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the obligations of the Subrecipient will terminate on the 15th anniversary of the date of recording of the Deed of Trust in the Official Records of Clark County, Nevada; and thereafter the City will reconvey to the Subrecipient all the Project as legally described in Exhibit "B".

L. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

- (1) Whether the objectives of the Project are being achieved;
- (2) Whether the Project is being conducted in an efficient and effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
- (4) Whether the financial operations of the Project are being conducted properly;
- (5) Whether the periodic reports to the City contain accurate and reliable information; and
- (6) Whether all of the activities of the Project are conducted in compliance with the

provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipient which relate to the Project. The representatives of the City may, on occasion, interview residents of the HOME-assisted rental units of the Project who volunteer to be interviewed.

M. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

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

O. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

P. This Agreement will commence upon its approval and signature by all Parties and the HOME Program funds allocated by it will be expended on or before June 30, 2000.

Q. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

R. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

S. Subrecipient shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

T. Subrecipient shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

U. Subrecipient shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

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

W. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.
2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.
4. Section 109 of the Housing and Community Development Act
5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135
8. Executive order 11063, as amended.
9. The Age Discrimination Act of 1975.
10. Section 504 of the Rehabilitation Act of 1973.
11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
12. The Fair Labor Standards Act.
13. The Federal Labor Standards Act.
14. Section 202(a) of the Flood Disaster Protection Act of 1973.
15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.
16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.
17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
19. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:
 - a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious

influence in the provision of such public services.

21. The undersigned acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or subrecipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U. S. Code.

D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance.

M. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

N. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 15 years if the City grant consists solely of HOME funds received directly from HUD, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

P. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds received from the State of Nevada by the City invested in the property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 319, and NAC 319.

Q. Should tenants be displaced as a result of acquisition and rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

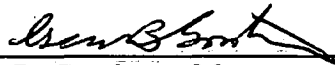
B. In the event that any of the HOME funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in, a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

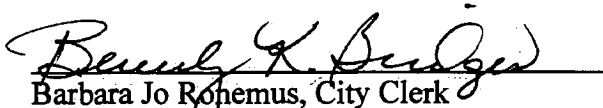
...
...
...
...
...
...
...
...
...

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

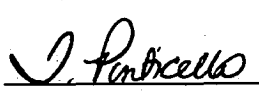
CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

ATTEST:


Barbara Jo Rohemus, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

APPROVED AS TO FORM:

 8/4/99
DATE

NEVADA HOMES FOR YOUTH


Ronald C. Moore, Executive Director

...
...
...
...
...
...
...
...
...
...
...
...
...
...
...

ACCEPTANCE OF LOAN AND AGREEMENT TO COMPLY WITH LOAN CONDITIONS

I, Ronald C. Moore, Executive Director, of Nevada Homes For Youth, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan made and the conditions imposed upon that loan contained in the HOME Investment Partnerships "HOME" Program Agreement to Nevada Homes For Youth approved by the City Council of the City of Las Vegas, Nevada on the 18th day of August, 1999, a copy of which is attached hereto and incorporated herein.

Executed this 9th day of August, 1999.

NEVADA HOMES FOR YOUTH

By: Ronald C. Moore

Ronald C. Moore, Executive Director

State of Nevada)

County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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.

Kim A. Barrera

Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

...
...
...
...
...
...
...
...
...
...
...

EXHIBIT "A"

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 South 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$99,500 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "B" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 15 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$99,500 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the fifteenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Exhibit "B" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...

...

...

...

...

...

...

...

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: Ronald C. Moore
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.

Kim A. Barrera
Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

19990917
01924

31

SHORT FORM DEED OF TRUST
(Note not set out)

4

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 S. 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$99,500 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 15 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

19990917
01924

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$99,500 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

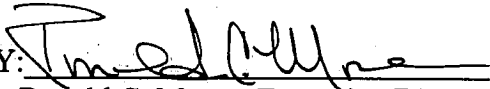
So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the fifteenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...
...
...
...
...
...
...
...
...
...

19990917
01924

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

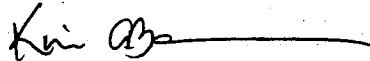
NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.



Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

199909 17
.01924

Commonly known as 4428 E. Stewart Avenue in the City of Las Vegas, Clark County, Nevada.

1. $\frac{1}{2}$ 2. $\frac{1}{3}$ 3. $\frac{1}{4}$ 4. $\frac{1}{5}$ 5. $\frac{1}{6}$ 6. $\frac{1}{7}$ 7. $\frac{1}{8}$ 8. $\frac{1}{9}$ 9. $\frac{1}{10}$ 10. $\frac{1}{11}$ 11. $\frac{1}{12}$ 12. $\frac{1}{13}$ 13. $\frac{1}{14}$ 14. $\frac{1}{15}$ 15. $\frac{1}{16}$ 16. $\frac{1}{17}$ 17. $\frac{1}{18}$ 18. $\frac{1}{19}$ 19. $\frac{1}{20}$ 20. $\frac{1}{21}$ 21. $\frac{1}{22}$ 22. $\frac{1}{23}$ 23. $\frac{1}{24}$ 24. $\frac{1}{25}$ 25. $\frac{1}{26}$ 26. $\frac{1}{27}$ 27. $\frac{1}{28}$ 28. $\frac{1}{29}$ 29. $\frac{1}{30}$ 30. $\frac{1}{31}$ 31. $\frac{1}{32}$ 32. $\frac{1}{33}$ 33. $\frac{1}{34}$ 34. $\frac{1}{35}$ 35. $\frac{1}{36}$ 36. $\frac{1}{37}$ 37. $\frac{1}{38}$ 38. $\frac{1}{39}$ 39. $\frac{1}{40}$ 40. $\frac{1}{41}$ 41. $\frac{1}{42}$ 42. $\frac{1}{43}$ 43. $\frac{1}{44}$ 44. $\frac{1}{45}$ 45. $\frac{1}{46}$ 46. $\frac{1}{47}$ 47. $\frac{1}{48}$ 48. $\frac{1}{49}$ 49. $\frac{1}{50}$ 50. $\frac{1}{51}$ 51. $\frac{1}{52}$ 52. $\frac{1}{53}$ 53. $\frac{1}{54}$ 54. $\frac{1}{55}$ 55. $\frac{1}{56}$ 56. $\frac{1}{57}$ 57. $\frac{1}{58}$ 58. $\frac{1}{59}$ 59. $\frac{1}{60}$ 60. $\frac{1}{61}$ 61. $\frac{1}{62}$ 62. $\frac{1}{63}$ 63. $\frac{1}{64}$ 64. $\frac{1}{65}$ 65. $\frac{1}{66}$ 66. $\frac{1}{67}$ 67. $\frac{1}{68}$ 68. $\frac{1}{69}$ 69. $\frac{1}{70}$ 70. $\frac{1}{71}$ 71. $\frac{1}{72}$ 72. $\frac{1}{73}$ 73. $\frac{1}{74}$ 74. $\frac{1}{75}$ 75. $\frac{1}{76}$ 76. $\frac{1}{77}$ 77. $\frac{1}{78}$ 78. $\frac{1}{79}$ 79. $\frac{1}{80}$ 80. $\frac{1}{81}$ 81. $\frac{1}{82}$ 82. $\frac{1}{83}$ 83. $\frac{1}{84}$ 84. $\frac{1}{85}$ 85. $\frac{1}{86}$ 86. $\frac{1}{87}$ 87. $\frac{1}{88}$ 88. $\frac{1}{89}$ 89. $\frac{1}{90}$ 90. $\frac{1}{91}$ 91. $\frac{1}{92}$ 92. $\frac{1}{93}$ 93. $\frac{1}{94}$ 94. $\frac{1}{95}$ 95. $\frac{1}{96}$ 96. $\frac{1}{97}$ 97. $\frac{1}{98}$ 98. $\frac{1}{99}$ 99. $\frac{1}{100}$ 100. $\frac{1}{101}$ 101. $\frac{1}{102}$ 102. $\frac{1}{103}$ 103. $\frac{1}{104}$ 104. $\frac{1}{105}$ 105. $\frac{1}{106}$ 106. $\frac{1}{107}$ 107. $\frac{1}{108}$ 108. $\frac{1}{109}$ 109. $\frac{1}{110}$ 110. $\frac{1}{111}$ 111. $\frac{1}{112}$ 112. $\frac{1}{113}$ 113. $\frac{1}{114}$ 114. $\frac{1}{115}$ 115. $\frac{1}{116}$ 116. $\frac{1}{117}$ 117. $\frac{1}{118}$ 118. $\frac{1}{119}$ 119. $\frac{1}{120}$ 120. $\frac{1}{121}$ 121. $\frac{1}{122}$ 122. $\frac{1}{123}$ 123. $\frac{1}{124}$ 124. $\frac{1}{125}$ 125. $\frac{1}{126}$ 126. $\frac{1}{127}$ 127. $\frac{1}{128}$ 128. $\frac{1}{129}$ 129. $\frac{1}{130}$ 130. $\frac{1}{131}$ 131. $\frac{1}{132}$ 132. $\frac{1}{133}$ 133. $\frac{1}{134}$ 134. $\frac{1}{135}$ 135. $\frac{1}{136}$ 136. $\frac{1}{137}$ 137. $\frac{1}{138}$ 138. $\frac{1}{139}$ 139. $\frac{1}{140}$ 140. $\frac{1}{141}$ 141. $\frac{1}{142}$ 142. $\frac{1}{143}$ 143. $\frac{1}{144}$ 144. $\frac{1}{145}$ 145. $\frac{1}{146}$ 146. $\frac{1}{147}$ 147. $\frac{1}{148}$ 148. $\frac{1}{149}$ 149. $\frac{1}{150}$ 150. $\frac{1}{151}$ 151. $\frac{1}{152}$ 152. $\frac{1}{153}$ 153. $\frac{1}{154}$ 154. $\frac{1}{155}$ 155. $\frac{1}{156}$ 156. $\frac{1}{157}$ 157. $\frac{1}{158}$ 158. $\frac{1}{159}$ 159. $\frac{1}{160}$ 160. $\frac{1}{161}$ 161. $\frac{1}{162}$ 162. $\frac{1}{163}$ 163. $\frac{1}{164}$ 164. $\frac{1}{165}$ 165. $\frac{1}{166}$ 166. $\frac{1}{167}$ 167. $\frac{1}{168}$ 168. $\frac{1}{169}$ 169. $\frac{1}{170}$ 170. $\frac{1}{171}$ 171. $\frac{1}{172}$ 172. $\frac{1}{173}$ 173. $\frac{1}{174}$ 174. $\frac{1}{175}$ 175. $\frac{1}{176}$ 176. $\frac{1}{177}$ 177. $\frac{1}{178}$ 178. $\frac{1}{179}$ 179. $\frac{1}{180}$ 180. $\frac{1}{181}$ 181. $\frac{1}{182}$ 182. $\frac{1}{183}$ 183. $\frac{1}{184}$ 184. $\frac{1}{185}$ 185. $\frac{1}{186}$ 186. $\frac{1}{187}$ 187. $\frac{1}{188}$ 188. $\frac{1}{189}$ 189. $\frac{1}{190}$ 190. $\frac{1}{191}$ 191. $\frac{1}{192}$ 192. $\frac{1}{193}$ 193. $\frac{1}{194}$ 194. $\frac{1}{195}$ 195. $\frac{1}{196}$ 196. $\frac{1}{197}$ 197. $\frac{1}{198}$ 198. $\frac{1}{199}$ 199. $\frac{1}{200}$ 200. $\frac{1}{201}$ 201. $\frac{1}{202}$ 202. $\frac{1}{203}$ 203. $\frac{1}{204}$ 204. $\frac{1}{205}$ 205. $\frac{1}{206}$ 206. $\frac{1}{207}$ 207. $\frac{1}{208}$ 208. $\frac{1}{209}$ 209. $\frac{1}{210}$ 210. $\frac{1}{211}$ 211. $\frac{1}{212}$ 212. $\frac{1}{213}$ 213. $\frac{1}{214}$ 214. $\frac{1}{215}$ 215. $\frac{1}{216}$ 216. $\frac{1}{217}$ 217. $\frac{1}{218}$ 218. $\frac{1}{219}$ 219. $\frac{1}{220}$ 220. $\frac{1}{221}$ 221. $\frac{1}{222}$ 222. $\frac{1}{223}$ 223. $\frac{1}{224}$ 224. $\frac{1}{225}$ 225. $\frac{1}{226}$ 226. $\frac{1}{227}$ 227. $\frac{1}{228}$ 228. $\frac{1}{229}$ 229. $\frac{1}{230}$ 230. $\frac{1}{231}$ 231. $\frac{1}{232}$ 232. $\frac{1}{233}$ 233. $\frac{1}{234}$ 234. $\frac{1}{235}$ 235. $\frac{1}{236}$ 236. $\frac{1}{237}$ 237. $\frac{1}{238}$ 238. $\frac{1}{239}$ 239. $\frac{1}{240}$ 240

4

FEE: 10.00 RPTT: .00

19990917
01925~~ATTACHMENT "2"~~
REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded _____, as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Lot Twenty Seven (27) in Block two (2) of Charleston Gardens No. 1, as shown by map thereof on file in Book 8 of Plats, Page 40, in the office of the County Recorder of County of Clark, Nevada.

Commonly known as 4428 E. Stewart Avenue in the City of Las Vegas, Clark County, Nevada.

Executed by the Nevada Homes For Youth as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

NEVADA HOMES FOR YOUTHRonald C. Moore
Ronald C. Moore, Executive Director

Dated: August 9, 1999
State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.

Ronald C. Moore
Notary Public

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

STEWART TITLE OF NEVADA

09-17-1999 16:10 BGN

OFFICIAL RECORDS
BOOK: 990917 INST: 01925

FEE: 7.00 RPTT:

.00

EXHIBIT "B"
LEGAL DESCRIPTION

Lot Twenty Seven (27) in Block two (2) of Charleston Gardens No. 1, as shown by map thereof on file in Book 8 of Plats, Page 40, in the office of the County Recorder of County of Clark, Nevada.

Commonly known as 4428 E. Stewart Avenue in the City of Las Vegas, Clark County, Nevada.

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

EXHIBIT "C"

HOME/LIHTF PROGRAM INCOME GUIDELINES

U. S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program

Limits (February, 1999)

Median Family Income \$48,900

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	30% 10,900 50% 18,150 (Very Low-Income) 60% 21,780 80% 29,050 (Low-Income)
2	30% 12,450 50% 20,750 (Very Low-Income) 60% 24,900 80% 33,200 (Low-Income)
3	30% 14,000 50% 23,350 (Very Low-Income) 60% 28,020 80% 37,350 (Low-Income)
4	30% 15,550 50% 25,950 (Very Low-Income) 60% 31,140 80% 41,500 (Low-Income)
5	30% 16,800 50% 28,050 (Very Low-Income) 60% 33,660 80% 44,850 (Low-Income)
6	30% 18,050 50% 30,100 (Very Low-Income) 60% 36,120 80% 48,150 (Low-Income)
7	30% 19,300 50% 32,200 (Very Low-Income) 60% 38,640 80% 51,500 (Low-Income)
8	30% 20,550 50% 34,250 (Very Low-Income) 60% 41,100 80% 54,800 (Low-Income)

EXHIBIT "D"

HOME/LIHTF PROGRAM RENT LIMITS

U. S. Department of Housing and Urban Development (HUD) HOME/LIHTF Program
Rent Limits (February, 1999)

<u>UNIT SIZE</u>	<u>MAXIMUM RENTS</u>	
Efficiency	FMR	491
	Low HOME Rent	453
	High HOME Rent	491
1 - Bedroom	FMR	582
	Low HOME Rent	486
	High HOME Rent	582
2 - Bedroom	FMR	693
	Low HOME Rent	583
	High HOME Rent	693
3 - Bedroom	FMR	965
	Low HOME Rent	675
	High HOME Rent	843
4 - Bedroom	FMR	1,139
	Low HOME Rent	752
	High HOME Rent	921
5 - Bedroom	FMR	1,309
	Low HOME Rent	830
	High HOME Rent	998
6 - Bedroom	FMR	1,480
	Low HOME Rent	908
	High HOME Rent	1,075

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 S. 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$99,500 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 15 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$99,500 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the fifteenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...

...

...

...

...

...

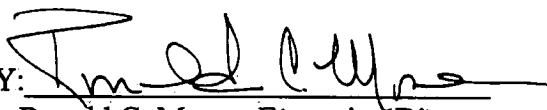
...

...

...

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

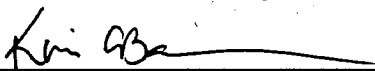
NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.


Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...
...

ATTACHMENT "1"
LEGAL DESCRIPTION

Lot Twenty Seven (27) in Block two (2) of Charleston Gardens No. 1, as shown by map thereof on file in Book 8 of Plats, Page 40, in the office of the County Recorder of County of Clark, Nevada.

Commonly known as 4428 E. Stewart Avenue in the City of Las Vegas, Clark County, Nevada.

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

ATTACHMENT "2"
REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded _____, as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Lot Twenty Seven (27) in Block two (2) of Charleston Gardens No. 1, as shown by map thereof on file in Book 8 of Plats, Page 40, in the office of the County Recorder of County of Clark, Nevada.

Commonly known as 4428 E. Stewart Avenue in the City of Las Vegas, Clark County, Nevada.

Executed by the Nevada Homes For Youth as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

NEVADA HOMES FOR YOUTH

Ronald C. Moore
 Ronald C. Moore, Executive Director

Dated: August 7, 1999

State of Nevada)

County of Clark)

On this 7th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.

Kim A. Barrera

Notary Public

WHEN RECORDED MAIL TO:

City of Las Vegas
 Attention: Leonard Dixon
 Neighborhood Services Department
 400 East Stewart Avenue
 Las Vegas, Nevada 89101



KIM A. BARRERA
 Notary Public - Nevada
 No. 99-50021-1
 My appt. exp. Nov. 25, 2002

19991122
01992

EXHIBIT "A-1"

SHORT FORM DEED OF TRUST
(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 S. 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$59,517 in Federal HOME funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

19991122
01992

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$59,517 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

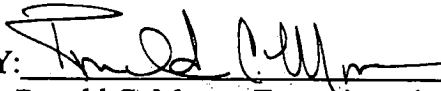
So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the thirtieth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors or assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in Attachment "1" hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

...
...
...
...
...
...
...
...
...

19991122
01992

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

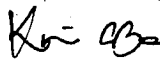
NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: 
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.



Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...

19991122
01992

EXHIBIT "A-2"

SHORT FORM DEED OF TRUST

(Note not set out)

THIS DEED OF TRUST, made this 18th day of August, 1999, between Nevada Homes For Youth, whose principal office is located at 525 South 13th Street, Las Vegas, Nevada, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a recapturable loan in the amount of \$20,000 in Low Income Housing Trust Fund (LIHTF) funds from Beneficiary and has agreed to faithfully perform certain obligations and repay the recapturable loan in accordance with the HOME Partnerships Program Agreement of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Attachment "1" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters per applicable HOME/LIHTF program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of this Deed of Trust ("Period of Affordability"); Trustor agrees to abide by the HOME/LIHTF program rules and regulations, specifically 24 CFR 92; Trustor agrees not to encumber the property in any way during the Period of Affordability as defined in the HOME program rules and regulations without the expressed written consent of Beneficiary; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

This Security Instrument will not be subject to subordinate to any replacement occurring as a result of any prepayment, refinancing, sale or other transaction.

19991122
01992

All of the agreements and/or acknowledgments of the Trustee set forth in these Short Form Deeds of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of units in the Project (the "Affordability Restrictions") contained in the Agreement will be revived if and to the extent that Trustor acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to Trustor. The revived Affordability Restrictions shall apply only to the units so owned or controlled.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$20,000 in LIHTF program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in these Deeds of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the thirtieth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor. These funds are fully recapturable upon sale or transfer of title.

...
...
...
...
...
...
...
...
...
...
...

19991122
01992

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

NEVADA HOMES FOR YOUTH
a Nevada nonprofit corporation

BY: Ronald C. Moore
Ronald C. Moore, Executive Director

State of Nevada)
County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Ronald C. Moore as Executive Director, 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 voluntary and for the uses and purposes therein mentioned.

Kim A. Barrera
Notary Public



KIM A. BARRERA
Notary Public - Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2002

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

...
...
...
...
...
...
...
...
...
...

19991122
01992

ATTACHMENT "1"
LEGAL DESCRIPTION

Lot Sixty-Eight (68) of Charleston Estates, Tract 7C, as shown by map thereof on file in Book 29 of Plats, Page 14, in the Office of the County Recorder of Clark County, Nevada.

Parcel Number: 139-30-313-023.

Commonly known as 603 Sea Pines Lane in the City of Las Vegas, Clark County, Nevada.

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

19991122
01992

ATTACHMENT "2"
REQUEST FOR NOTICE

under NRS 107.090

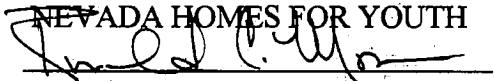
IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded _____ as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

Lot Sixty-Eight (68) of Charleston Estates, Tract 7C, as shown by map thereof on file in Book 29 of Plats, Page 14, in the Office of the County Recorder of Clark County, Nevada.

Parcel Number: 139-30-313-023.

Commonly known as 603 Sea Pines Lane in the City of Las Vegas, Clark County, Nevada.

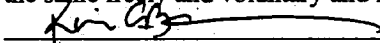
Executed by the Nevada Homes For Youth as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

NEVADA HOMES FOR YOUTH

 Ronald C. Moore, Executive Director

Dated: August 9, 1999
 State of Nevada)
 County of Clark)

On this 9th day of August, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

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



 Notary Public



KIM A. BARRERA
 Notary Public - Nevada
 No. 99-50021-1
 My appt. exp. Nov. 25, 2002

19991122
01992

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Leonard Dixon
Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

[illegible]

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

STEWART TITLE OF NEVADA

11-22-1999 16:20 JSB

BOOK: 991122 INST: 01992

FEE: 15.00 RPTT: .00

CITY COUNCIL

MEETING OF

August 18, 1999

City of Las Vegas

AGENDA & MINUTES

Page 29

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

PUBLIC WORKS - CONSENT**ACCEPTANCE OF RIGHT OF WAY ITEMS****GRANT DEEDS**

47

From: ROSANNE MOSS, TRUSTEE OF THE
"MOSS FAMILY TRUST"

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼)
of Section 27, T20S, R61E, M.D.M. for
right of way dedication located on Las
Vegas Boulevard, north of Bonanza
Road
(5-27-99) 139-27-812-005**M. McDONALD - Motion to APPROVE:**

Items 3 through 9

Items 12 through 63

Items 65 through 72

- carried **UNANIMOUSLY** with L. McDONALD abstaining
on items 43 and 58 as she serves on several Catholic
boards and Mercy Housing SW(See items 35, 65 and 66 for action taken subsequent to this
motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

TRAILED to P.M. Session under
separate action

(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be
abstaining on items 43, 58, and 73 as she serves on several
Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

48

From: ANTONIO MORENO, AN UNMARRIED
MAN

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼)
of Section 27, T20S, R61E, M.D.M. for
dedication of a 54' radius located on the
northwest corner of Las Vegas Boulevard
and Bonanza Road
(6-1-99) 139-27-812-006**APPROVED - see above**

MEETING OF

August 18, 1999

City of Las Vegas

AGENDA & MINUTES

Page 30

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

PUBLIC WORKS - CONSENTGRANT DEEDS

49

From: BOARD OF TRUSTEES OF THE
CLARK COUNTY SCHOOL DISTRICT,
A BODY CORPORATE

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼)
of Section 21, T20S, R61E, M.D.M. for a
15' radius at the northeast corner of
Doolittle Avenue and "J" Street
(7-22-99) 139-21-703-006

M. McDONALD - Motion to APPROVE:

Items 3 through 9

Items 12 through 63

Items 65 through 72

- carried **UNANIMOUSLY** with L. McDONALD abstaining
on Items 43 and 58 as she serves on several Catholic
boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this
motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

**TRAILED to P.M. Session under
separate action**
(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be
abstaining on items 43, 58, and 73 as she serves on several
Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

50

From: M.E. RYAN, LLC, AS TO AN
UNDIVIDED 50% INTEREST; AND
NATIONAL FACILITIES CORP., A
CALIFORNIA CORPORATION, AS TO
AN UNDIVIDED 50% INTEREST

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼)
of Section 34, T19S, R60E, M.D.M. for
dedication of a portion of the Drexel
Road cul-de-sac, south of Ann Road
(previously recorded in the Office of the
Recorder, Clark County, Nevada in Book
990720 as Instrument Number 01471)
(7-15-99) 125-34-501-004

APPROVED - see above

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 31

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PUBLIC WORKS - CONSENT****GRANT DEED**

51

From: RIO VISTA PLAZA, LLC, A NEVADA LIMITED LIABILITY COMPANY AND ALBERTSON'S, INC., A DELAWARE CORPORATION, EACH AS THEIR INTERESTS APPEAR OF RECORD

To: City of Las Vegas

For: Portion of the Northeast Quarter (NE ¼) of Section 34, T19S, R60E, M.D.M. for dedication of a portion of the Drexel Road cul-de-sac, south of Ann Road (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990720 as Instrument Number 01469) (7-15-99) 125-34-502-015

M. McDONALD - Motion to APPROVE:

Items 3 through 9

Items 12 through 63

Items 65 through 72

- carried **UNANIMOUSLY** with L. McDONALD abstaining on items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

TRAILED to P.M. Session under separate action
(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

RIGHT OF WAY GRANT FOR DRAINAGE AND SEWER PURPOSES

52

From: CIMMARON SPRINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portion of the Southeast Quarter (SE ¼) of Section 21, T19S, R60E, M.D.M. for a drainage and sewer easement located on the southwest corner of Deer Springs Road and Conough Lane (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990728 as Instrument Number 00420) (7-27-99) 125-21-701-007

APPROVED - see above

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 32

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PUBLIC WORKS - CONSENT****RIGHT OF WAY GRANTS FOR INGRESS AND EGRESS PURPOSES****53**

From: BOARD OF TRUSTEES OF THE CLARK COUNTY SCHOOL DISTRICT, WHO ACQUIRED TITLE AS CLARK COUNTY SCHOOL DISTRICT BOARD OF SCHOOL TRUSTEES

To: City of Las Vegas

For: Portion of the Northwest Quarter (NW ¼) of Section 26, T19S, R60E, M.D.M. for ingress and egress easements located on the east side of Serene Drive, south side of Azure Drive and west side of Rebecca Road
(7-22-99) 125-26-202-001

M. McDONALD - Motion to APPROVE:

Items 3 through 9

Items 12 through 63

Items 65 through 72

- carried **UNANIMOUSLY** with L. McDONALD abstaining on Items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

TRAILED to P.M. Session under separate action
(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

54

From: CIMMARON SPRINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portions of the Southeast Quarter (SE ¼) of Section 21, T19S, R60E, M.D.M. for ingress and egress easements located on the south side of Deer Springs Road, west of Conough Lane (previously recorded in the Office of the Recorder, Clark County, Nevada in Book 990728 as Instrument Number 00419)
(7-27-99) 125-21-701-008

APPROVED - see above

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 33

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PUBLIC WORKS - CONSENT****RIGHT OF WAY GRANT FOR SIGHT
VISIBILITY RESTRICTION PURPOSES****55**From: CIMMARON SPRINGS, LLC, A NEVADA
LIMITED LIABILITY COMPANY

To: City of Las Vegas

For: Portions of the Southeast Quarter (SE ¼)
of Section 21, T19S, R60E, M.D.M. for
sight visibility restriction easements
located on the south side of Deer Springs
Road, west of Conough Lane (previously
recorded in the Office of the Recorder,
Clark County, Nevada in Book 990728 as
Instrument Number 00421)
(7-27-99) 125-21-701-008**M. McDONALD - Motion to APPROVE:****Items 3 through 9****Items 12 through 63****Items 65 through 72****- carried UNANIMOUSLY with L. McDONALD abstaining
on items 43 and 58 as she serves on several Catholic
boards and Mercy Housing SW**(See items 35, 65 and 66 for action taken subsequent to this
motion.)**Item 64: TABLED under separate action
(see individual item)****Items 10 & 11: TRAILED to P.M. Session under
separate action
(see individual items)****Item 73: APPROVED under separate action
(see individual item)**

COUNCILWOMAN McDONALD disclosed that she would be
abstaining on items 43, 58, and 73 as she serves on several
Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

56**EASEMENT**

From: CITY OF LAS VEGAS

To: Las Vegas Valley Water District

For: Portion of the Northeast Quarter (NE ¼)
of Section 34, T20S, R61E, M.D.M. for
water facilities near the southwest corner
of Las Vegas Boulevard and Ogden
Avenue to serve the Neonopolis complex
139-34-513-003**APPROVED - see above**

CITY COUNCIL

MEETING OF

August 18, 1999

City of Las Vegas

AGENDA & MINUTES

Page 34

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

PUBLIC WORKS - CONSENT**ENCROACHMENT REQUESTS**

- 57 B. Duane Sonnenberg on behalf of THE SALVATION ARMY, Owner
(31 and 35 West Owens Avenue)

Applicant proposes to encroach into the public right of way at 31 and 35 West Owens Avenue (between Main Street and Interstate 15); consisting of desert landscaping approximately 2 feet to 3.5 feet wide with trees and shrubs of various heights, rock, an irrigation system and fencing extending approximately 65 feet along the West Owens Avenue property line.

Recommendation Approval, as noted above and subject to conformance with all other City Codes and Department standards.

M. McDONALD - Motion to APPROVE:

Items 3 through 9

Items 12 through 63

Items 65 through 72

- carried **UNANIMOUSLY** with L. McDONALD abstaining on items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

TRAILED to P.M. Session under
separate action
(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

- 58 Martin & Martin Engineering on behalf of CATHOLIC CHARITIES, INC., Owner
(320 North Ninth Street-Ninth Street 16-plex)

Applicant proposes to encroach into the public right of way at 320 Ninth Street; consisting of trees, ground cover, crushed rock and an irrigation system along the Ninth Street property line.

Recommendation Approval, as noted above and subject to conformance with all other City Codes and Department standards.

APPROVED - see above

CITY COUNCIL

MEETING OF

AUGUST 18, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

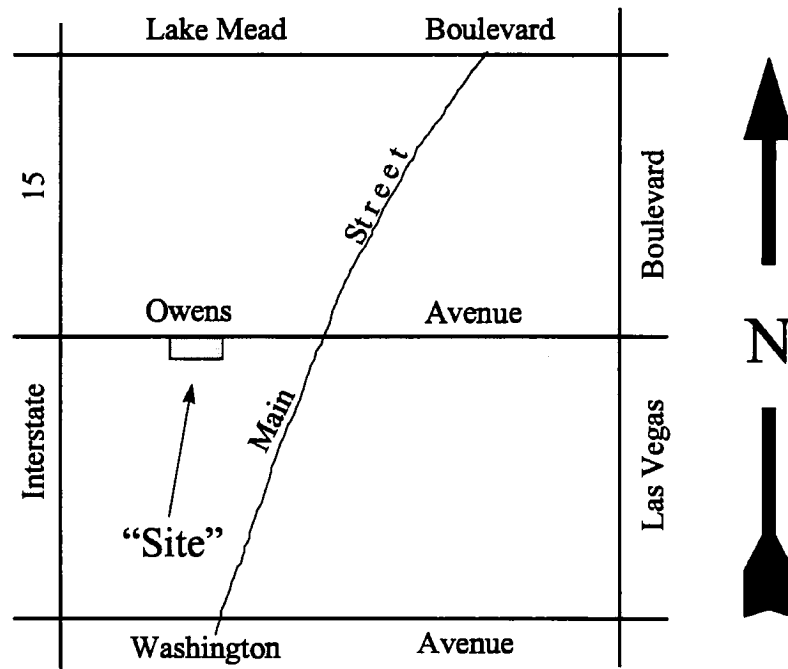
SUBJECT:

ENCROACHMENT REQUEST -B. DUANE SONNENBERG ON BEHALF OF THE SALVATION
ARMY, OWNER, (31 AND 35 WEST OWENS AVENUE)**PURPOSE/BACKGROUND**

The applicant proposes to encroach into the public right of way at 31 and 35 West Owens Avenue which is between Main Street and Interstate 15.

The proposed encroachment will consist of desert landscaping approximately 2' to 3.5' wide which will consist of trees and shrubs of various heights, rock, an irrigation system and fencing extending approximately 65' along the West Owens Avenue property line to satisfy a condition of U-64-98 and as further described in Exhibit A.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

**FISCAL IMPACT**

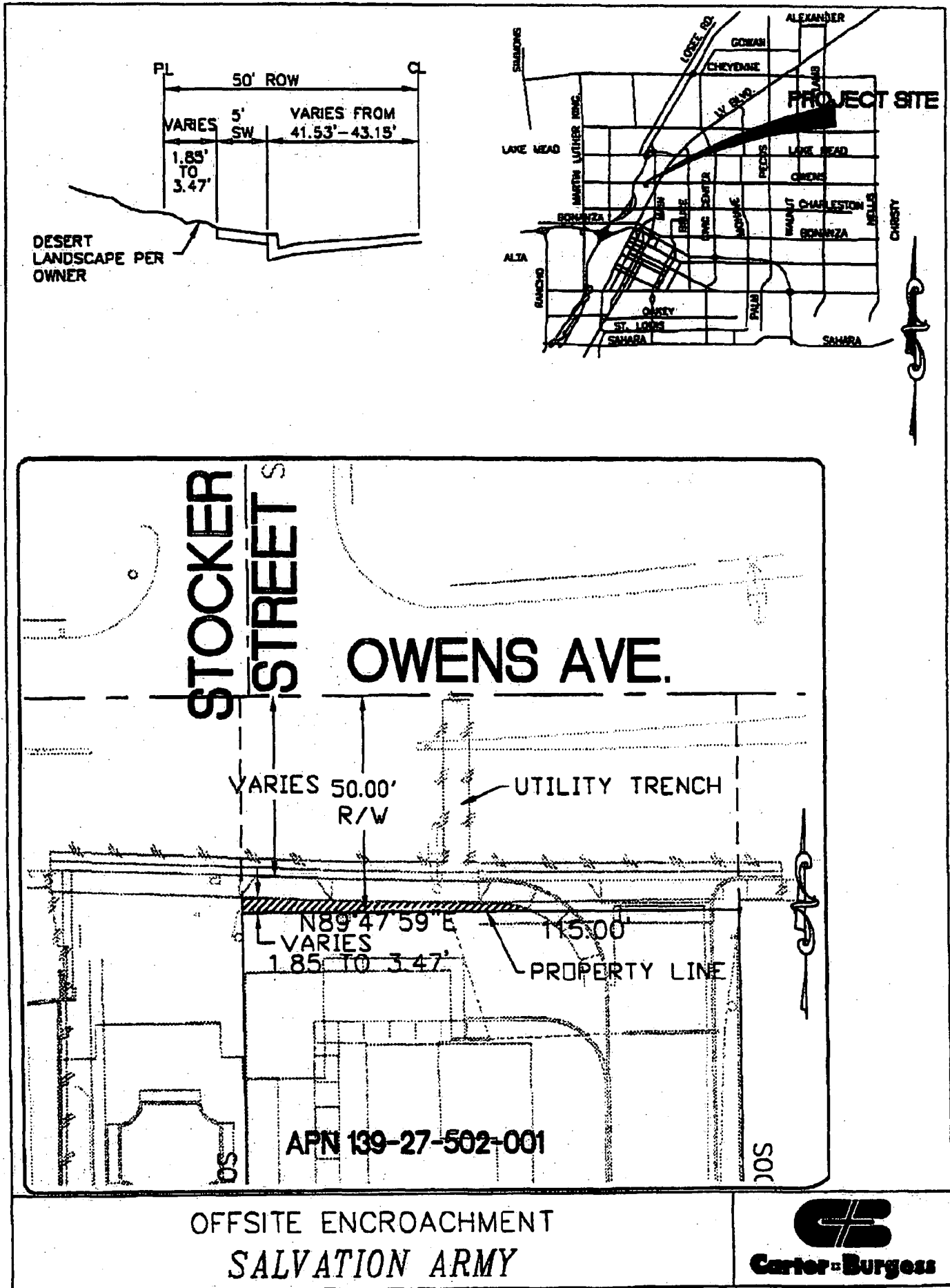
None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

Agenda Item**57**

EXHIBIT A



CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

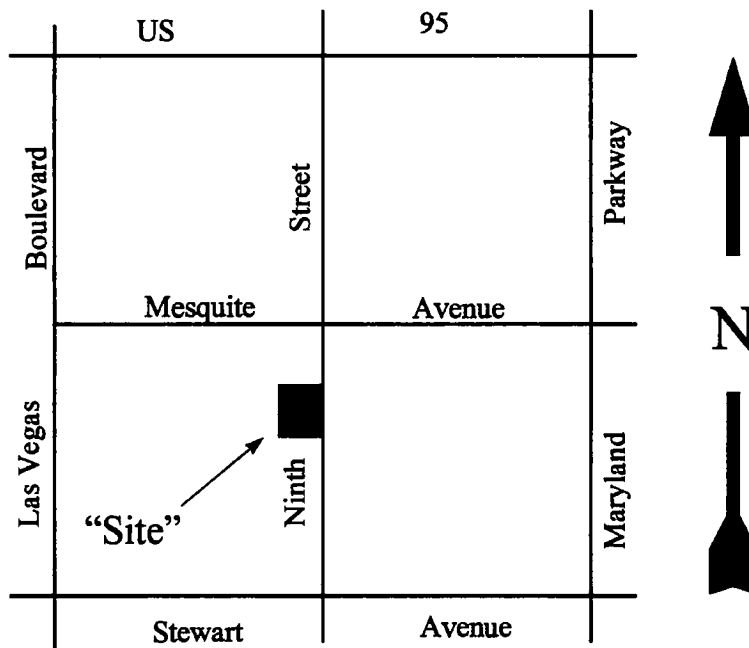
SUBJECT:

ENCROACHMENT REQUEST -MARTIN & MARTIN ENGINEERING ON BEHALF OF
CATHOLIC CHARITIES, INC., OWNER, (320 NORTH NINTH STREET-NINTH STREET 16-
PLEX)**PURPOSE/BACKGROUND**

The applicant proposes to encroach into the public right of way at 320 North Ninth Street.

The proposed encroachment will consist of trees (Rio Grande Ashe), ground cover (Star Jasmine), crushed rock and an irrigation system along the Ninth Street property line. This encroachment is to satisfy a condition of Z-81-98 as is further described in Exhibit A.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

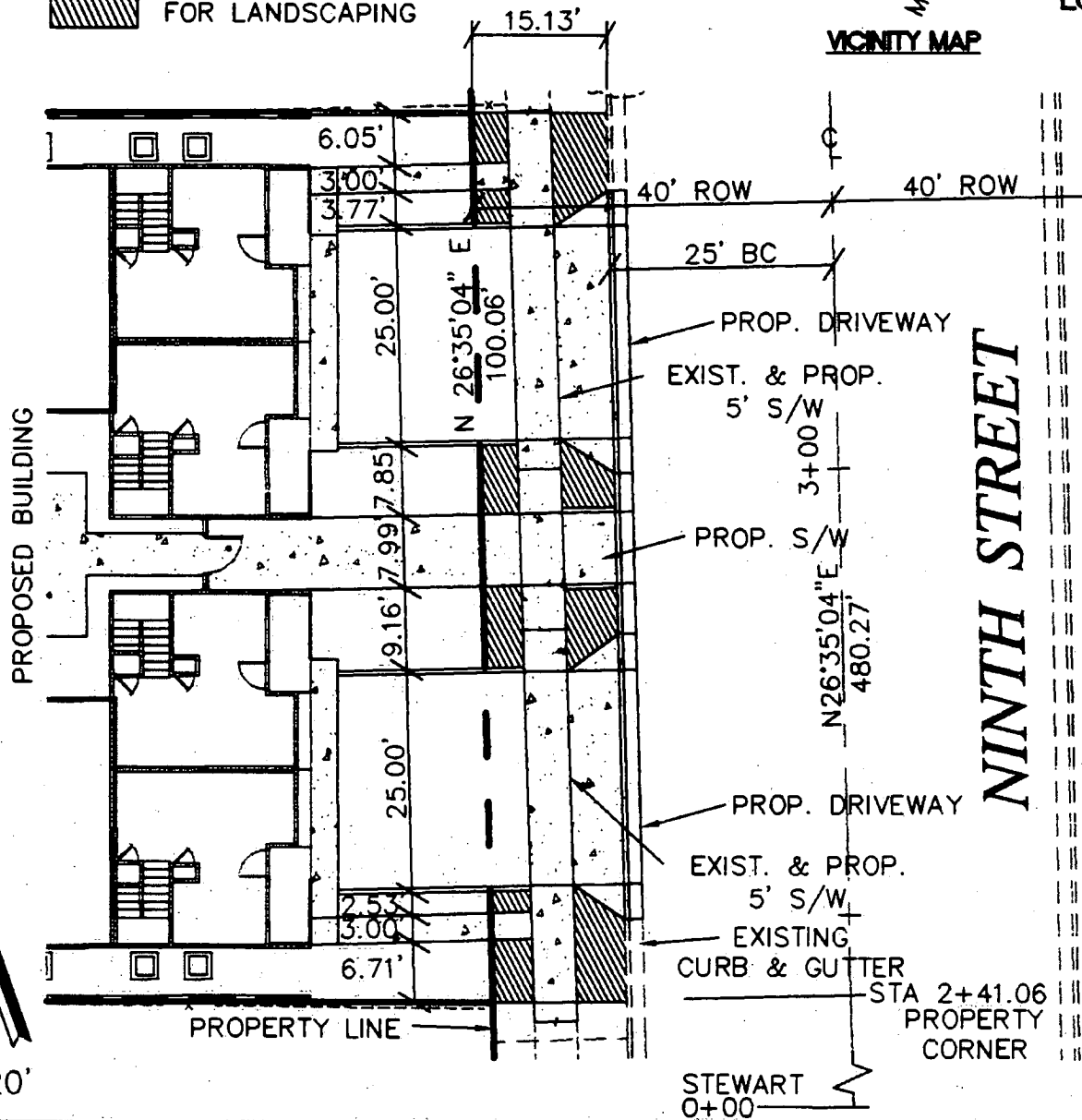
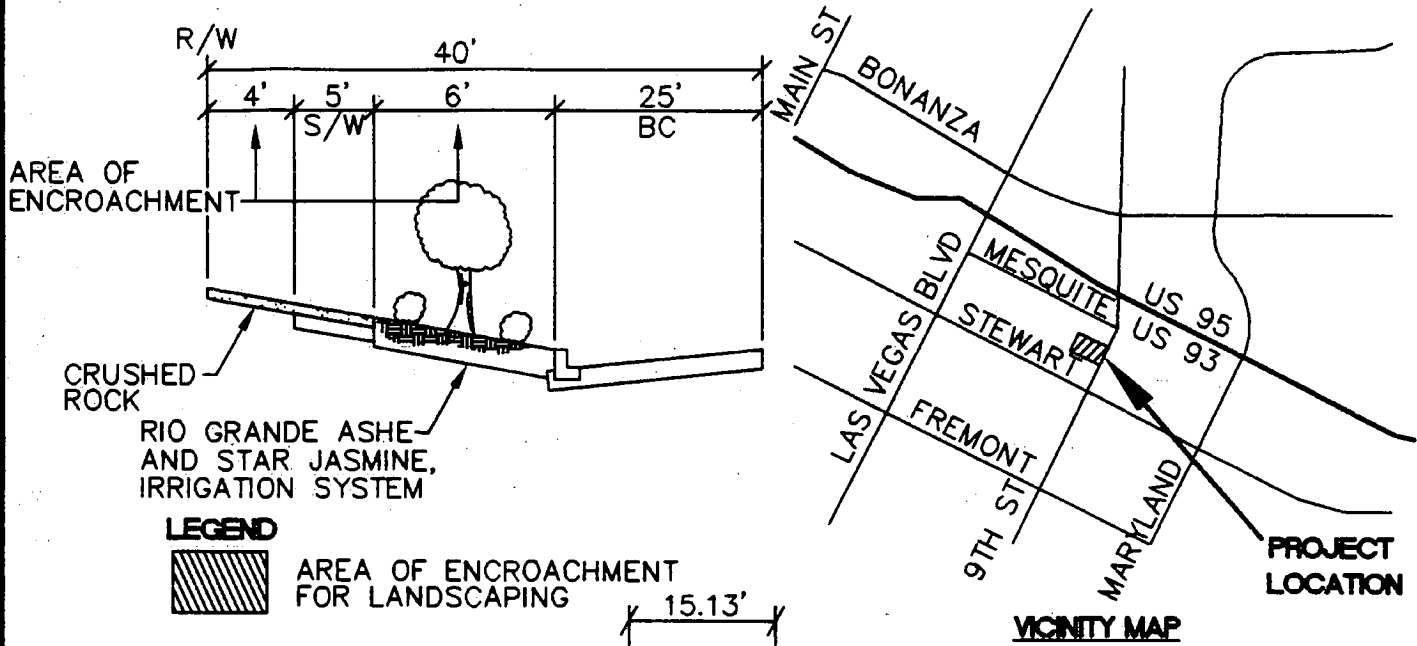
**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

Agenda Item**58**



CATHOLIC CHARITIES
NINTH STREET 16-PLEX

ENCROACHMENT PERMIT

MARTIN & MARTIN

MARTIN & MARTIN
CIVIL ENGINEERS
2101 S. JONES BLVD.
SUITE A
LAS VEGAS, NEVADA 89146
PHONE (702) 248-8000

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 35

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PUBLIC WORKS - CONSENT****ENCROACHMENT REQUEST**

59

VTN Engineering on behalf of CIMARRON-FRONTAGE, LLC and DEER SPRINGS-COCOUGH, LLC, Owners
(Southwest corner of Deer Springs Way and Conough Lane)

Applicant proposes to encroach into the public right of way at the southwest corner of Deer Springs Way and Conough Lane for the proposed Deer Springs Apartments; consisting of a landscaped strip approximately 4 feet wide extending west from Conough Lane along Deer Springs Way for approximately 494 feet and will include trees of various heights, tree grates, shrubs of various heights, turf, ground cover, landscaping rock, aggregate, cement, lighting fixtures and an electrical supply.

Recommendation Approval, as noted above and subject to conformance with all other City Codes and Department standards.

M. McDONALD - Motion to APPROVE:**Items 3 through 9****Items 12 through 63****Items 65 through 72**

- carried UNANIMOUSLY with L. McDONALD abstaining on Items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

TRAILED to P.M. Session under separate action
(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

60

ENCROACHMENT REQUESTS

Ernie Becker, Jr. On behalf of LAULE BECKER 2, A NEVADA PARTNERSHIP, Owner,
(Northeast corner of Alta Drive and Decatur Boulevard - McDonalds Restaurant)

Applicant proposes to encroach into the public right of way at the northeast corner of Alta Drive and Decatur Boulevard for a proposed McDonalds Restaurant; consisting of trees, shrubs, grass, rock and an irrigation system along the Alta Drive and Decatur property lines.

Recommendation Approval, as noted above and subject to conformance with all other City Codes and Department standards.

APPROVED - see above

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

**RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS**

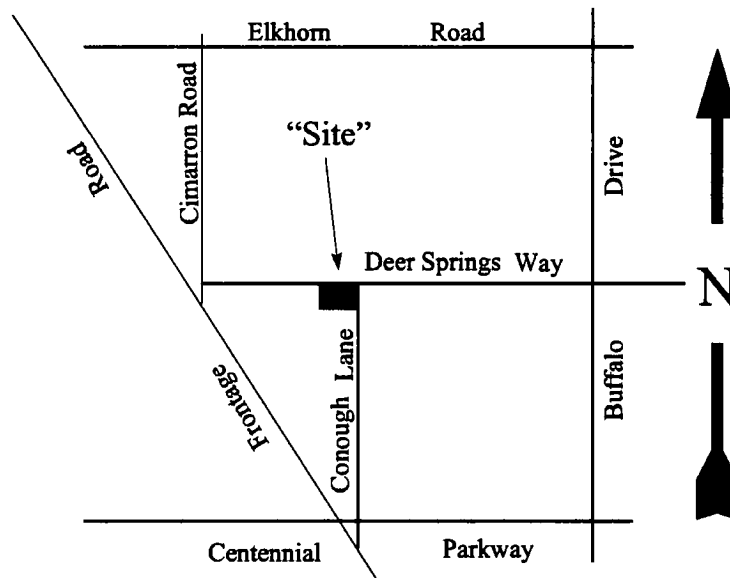
SUBJECT:

ENCROACHMENT REQUEST -VTN ENGINEERING ON BEHALF OF CIMARRON-FRONTAGE, LLC AND DEER SPRINGS-CONOUGH, LLC, OWNER, (SOUTHWEST CORNER OF DEER SPRINGS WAY AND CONOUGH LANE)**PURPOSE/BACKGROUND**

The applicant proposes to encroach into the public right of way at the southwest corner of Deer Springs Way and Conough Lane for the proposed Deer Springs Apartments.

The proposed encroachment will consist a landscaped strip approximately 4' wide extending west from Conough Lane along Deer Springs Way for approximately 494' and will include trees of various heights, tree grates, shrubs of various heights, turf, ground cover, landscaping rock, aggregate, cement, lighting fixtures and an electrical supply to satisfy a condition of Z-76-98 (2) and as further described in Exhibit "A".

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

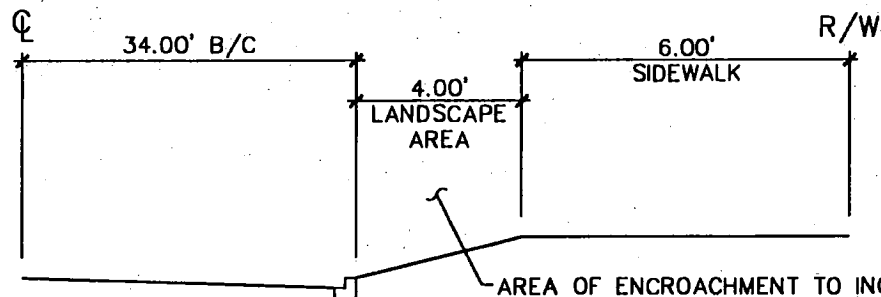
**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

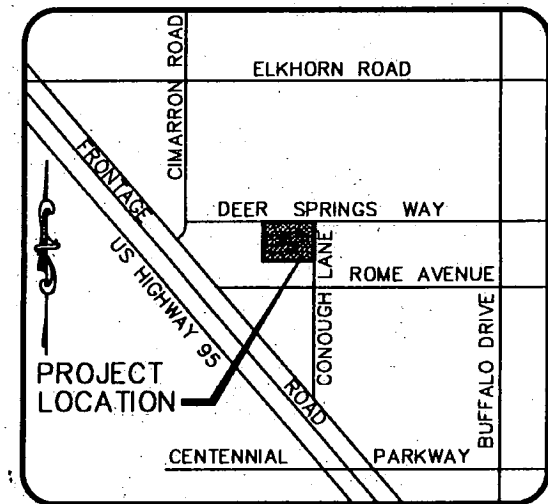
Agenda Item**59**



AREA OF ENCROACHMENT TO INCLUDE :
TREES, SHRUBS, GROUND COVER, TURF,
IRRIGATION SYSTEM, TREE GRATES,
LANDSCAPING ROCK, AGGREGATE, CEMENT,
LIGHTING FIXTURES, & ELECTRICAL SUPPLY

TYPICAL SECTION

NOT TO SCALE



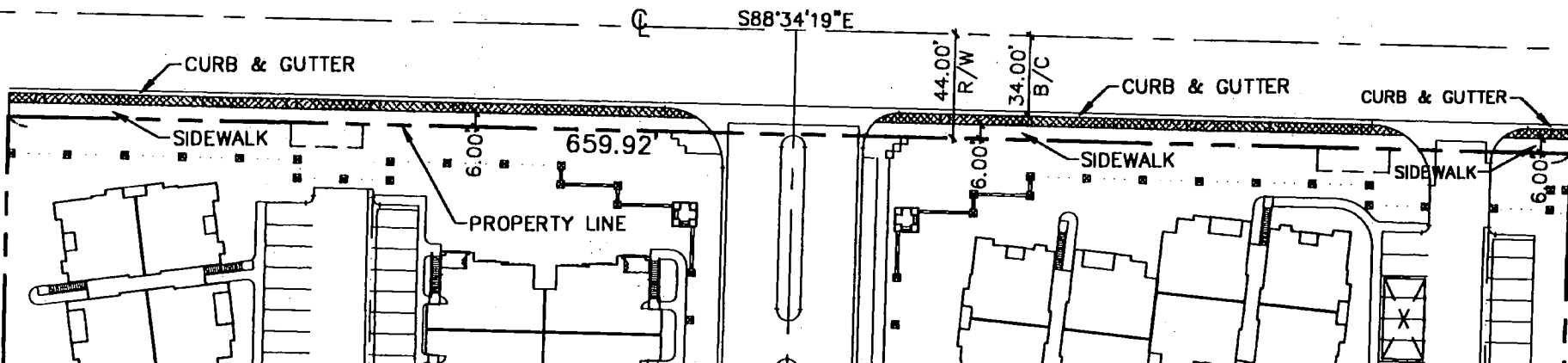
VICINITY MAP

NOT TO SCALE



AREA OF ENCROACHMENT

DEER SPRINGS WAY



APN 125-21-701-007-008

EXHIBIT "A"

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

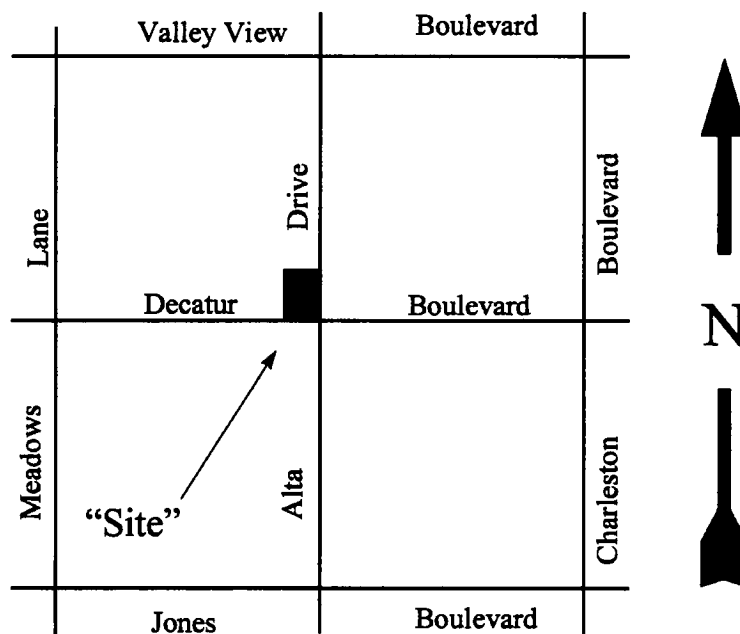
SUBJECT:

ENCROACHMENT REQUEST -ERNIE BECKER, JR., ON BEHALF OF LAULE BECKER 2, A
NEVADA GENERAL PARTNERSHIP, OWNER, (NORTHEAST CORNER OF ALTA DRIVE
AND DECATUR BOULEVARD-MCDONALDS RESTAURANT)**PURPOSE/BACKGROUND**

The applicant proposes to encroach into the public right of way at the northeast corner of Alta Drive and Decatur Boulevard for a proposed McDonalds Restaurant.

The proposed encroachment will consist of trees, shrubs, grass, rock and an irrigation system along the Alta Drive and Decatur Boulevard property lines. This encroachment is to satisfy a condition of Z-80-65 (1) and is further described in Exhibit A.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

**FISCAL IMPACT**

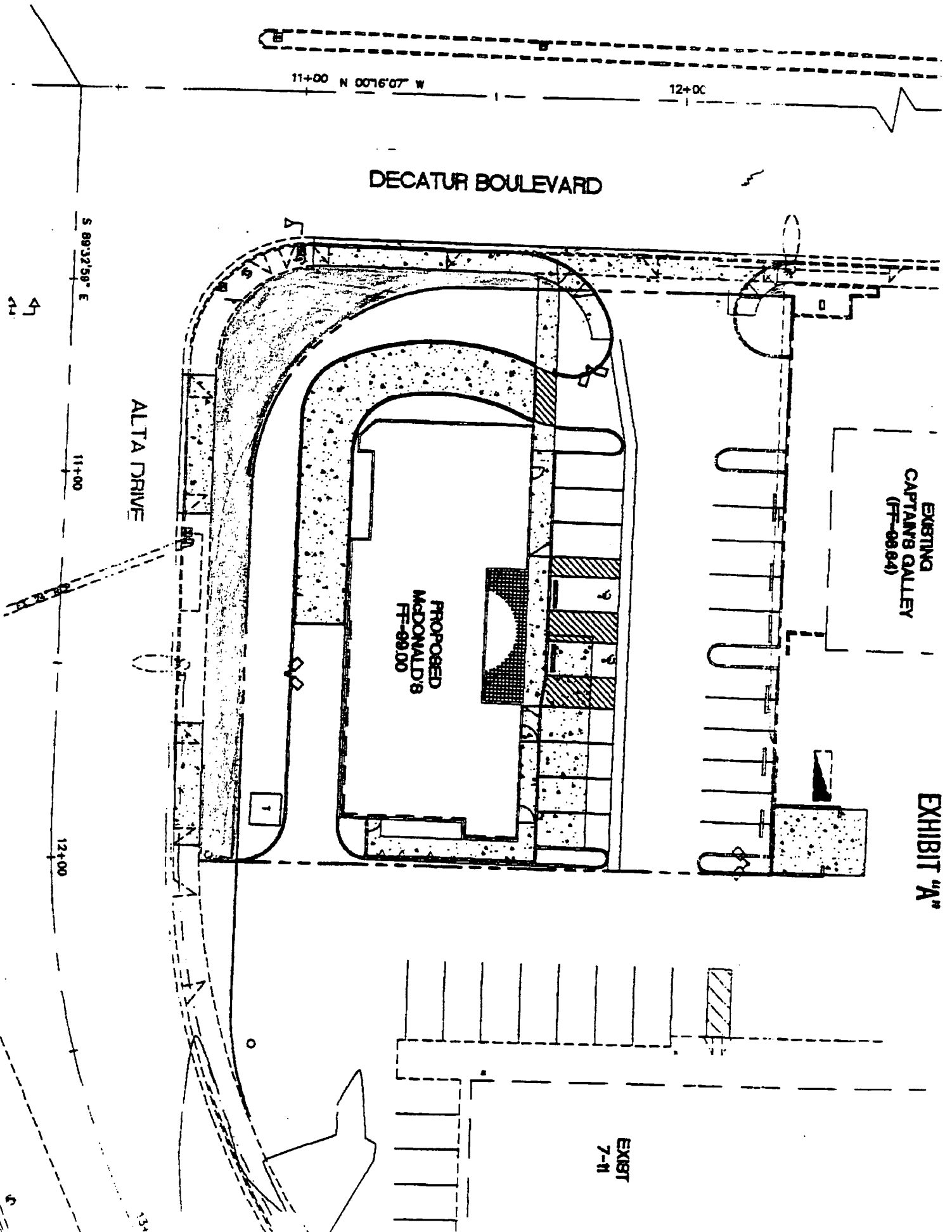
None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

Agenda Item

60



CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 36

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PUBLIC WORKS - CONSENT****ENCROACHMENT REQUESTS**

- 61 Charles E. Feddersen on behalf of ERIC A. POSIN, Owner,
(Northeast corner of Pardee Place and Sahara Avenue)

Applicant proposes to encroach into the public right of way at the northeast corner of Pardee Place and Sahara Avenue for a proposed office building; consisting of a strip of landscaping approximately 4.5 feet wide and approximately 41 feet long along the Pardee Place property line north of Sahara Avenue which will include low shrubs, various plants with an irrigation system, crushed rock and low curbing.

Recommendation Approval, as noted above and subject to conformance with all other City Codes and Department standards.

M. McDONALD - Motion to APPROVE:**Items 3 through 9****Items 12 through 63****Items 65 through 72**

- carried UNANIMOUSLY with L. McDONALD abstaining on Items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

TRAILED to P.M. Session under separate action
(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

- 62 AGRA Infrastructure, Inc. on behalf of PARKWAY RETAIL CENTRE, LLC, Owner,
(West Washington Avenue between Buffalo Drive and Tenaya Way - Big K-Mart)

Applicant proposes to encroach into the public right of way at West Washington Avenue between Buffalo Drive and Tenaya Way for a proposed Big K-Mart; consisting of trees and shrubs of various heights, grass and a sprinkler system beginning approximately 328 feet east of Buffalo Drive and extending approximately 297 feet along the West Washington Avenue property line.

Recommendation Approval, as noted above and subject to conformance with all other City Codes and Department standards.

APPROVED - see above

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

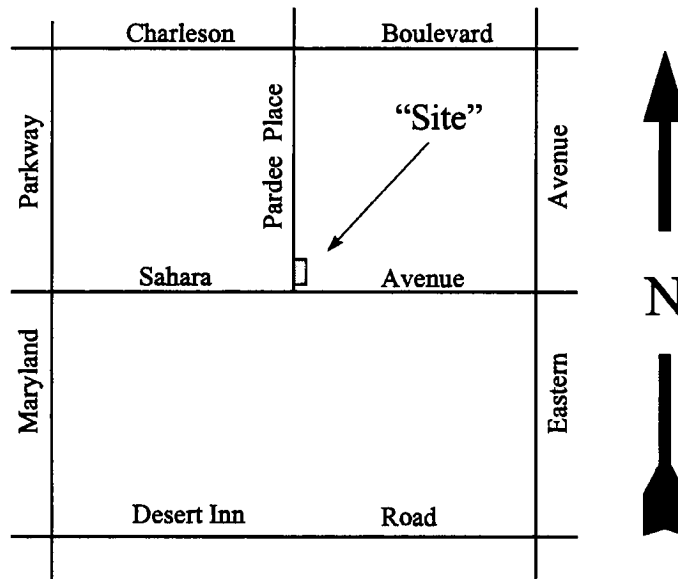
SUBJECT:

ENCROACHMENT REQUEST - CHARLES E. FEDDERSEN ON BEHALF OF ERIC A. POSIN,
OWNER (NORTHEAST CORNER OF PARDEE PLACE AND SAHARA AVENUE)**PURPOSE/BACKGROUND**

The applicant proposes to encroach into the public right of way at the northeast corner of Pardee Place and Sahara Avenue for a proposed office building.

The proposed encroachment will consist of a strip of landscaping approximately 4.5' wide and approximately 41' long along the Pardee Place property line north of Sahara Avenue which will include low shrubs, various plants with an irrigation system, crushed rock and low curbing to satisfy a condition of Z-61-8 and as further described in Exhibit A.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

**FISCAL IMPACT**

None

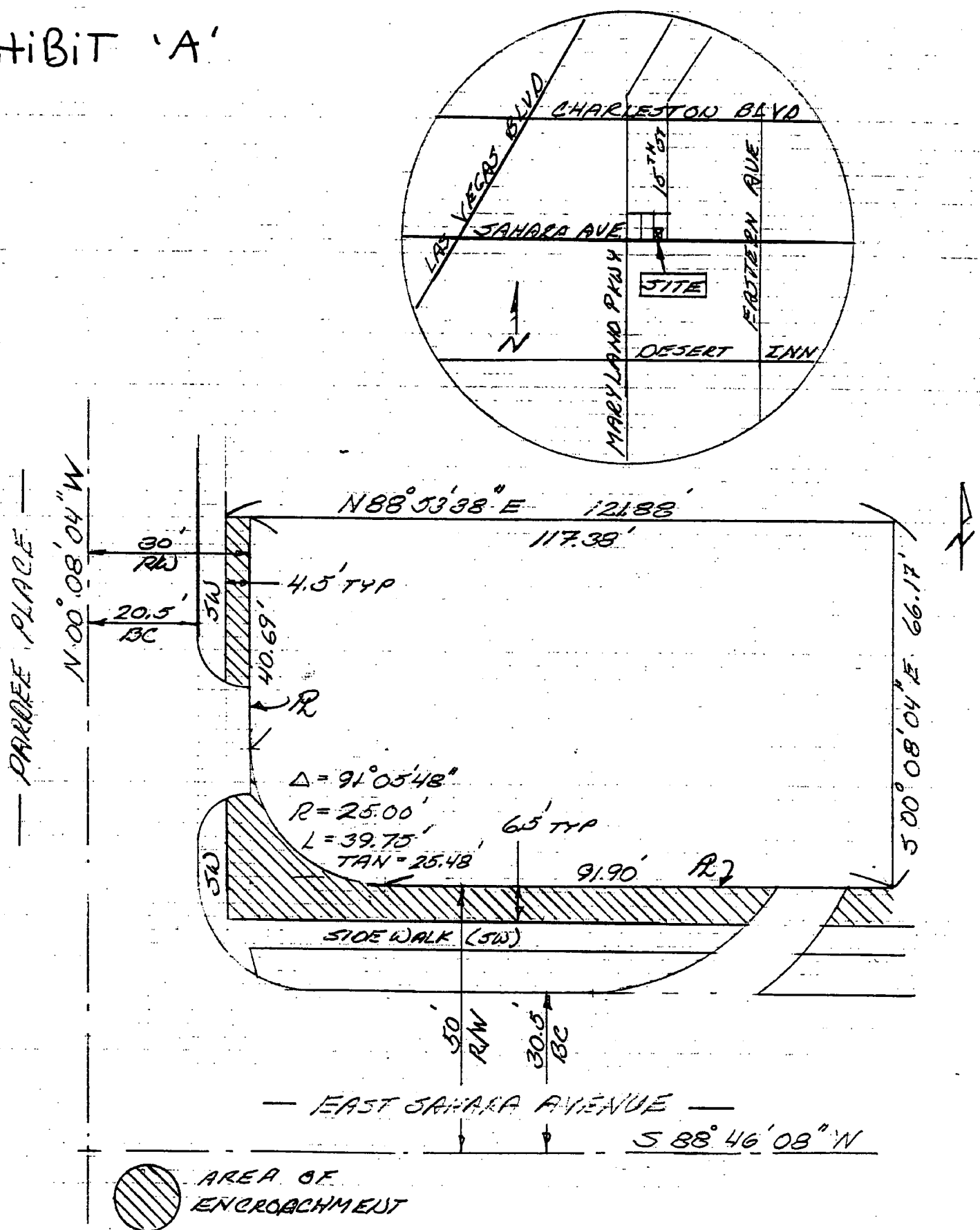
RECOMMENDATIONS

The Department of Public Works recommends APPROVAL as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

Agenda Item

61

EXHIBIT 'A'



1400 EAST SAHARA AVE.

APN 162-02-410-118

CITY COUNCIL

MEETING OF

AUGUST 18, 1999*[Signature]***AGENDA DOCUMENTATION**

TO:

City Council

FROM:

**RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS**

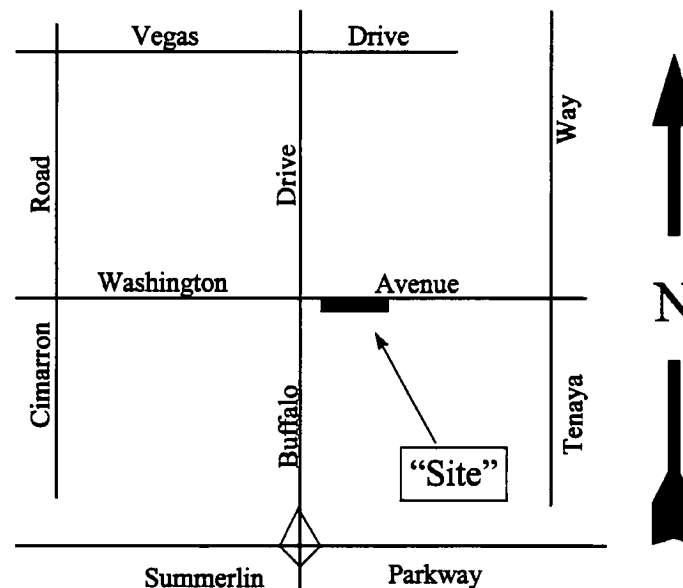
SUBJECT:

**ENCROACHMENT REQUEST -AGRA INFRASTRUCTURE, INC. ON BEHALF OF PARKWAY
RETAIL CENTRE, LLC, OWNER, (WEST WASHINGTON AVENUE BETWEEN BUFFALO
DRIVE AND TENAYA WAY {BIG K-MART})****PURPOSE/BACKGROUND**

The applicant proposes to encroach into the public right of way at West Washington Avenue between Buffalo Drive and Tenaya Way for a proposed Big K-Mart.

The proposed encroachment will consist of trees and shrubs of various heights, grass and a sprinkler system beginning approximately 328' east of Buffalo Drive and extending approximately 297' along the West Washington Avenue property line and as further described in Exhibit A.

If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of liability, maintenance and removal.

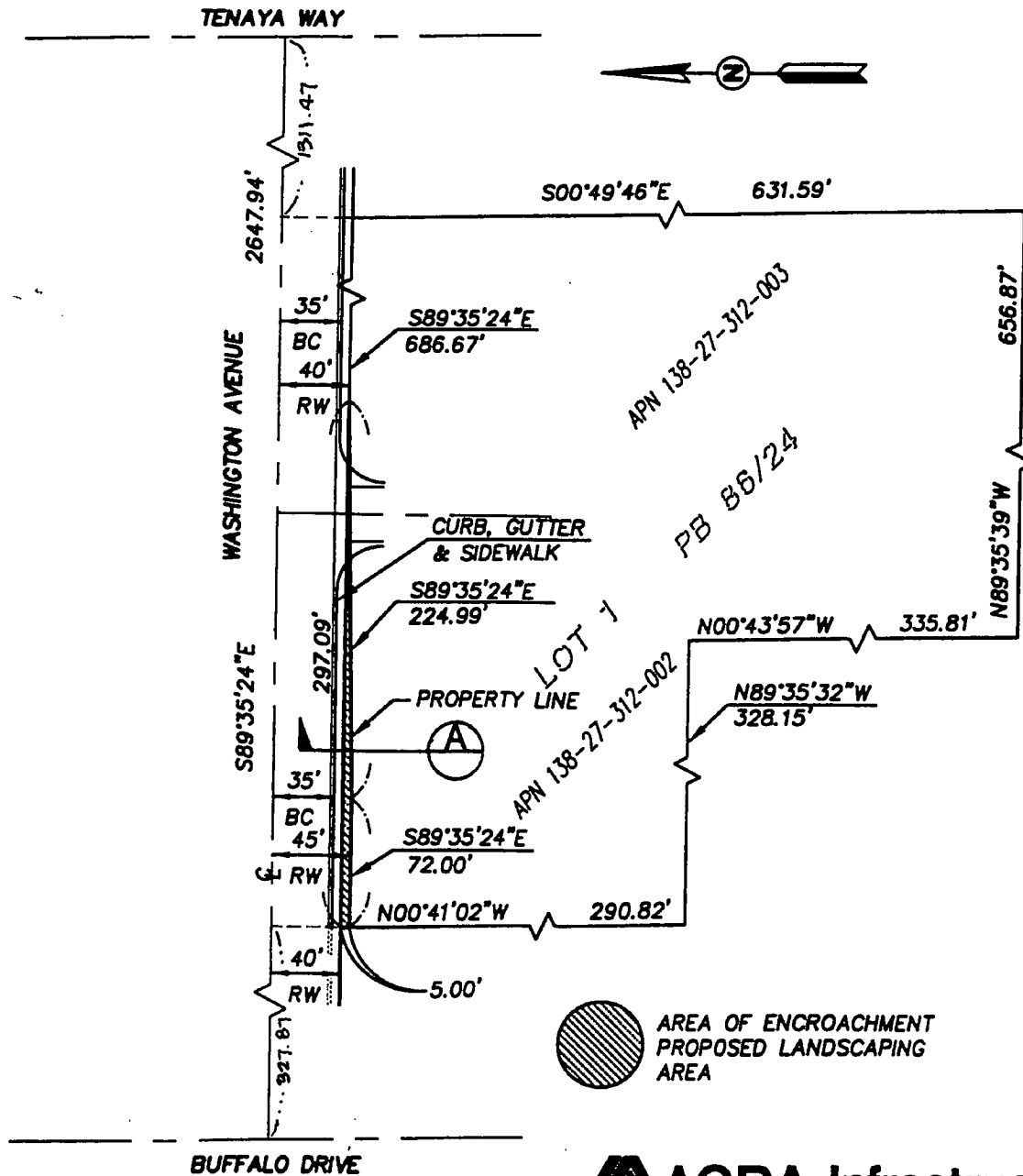
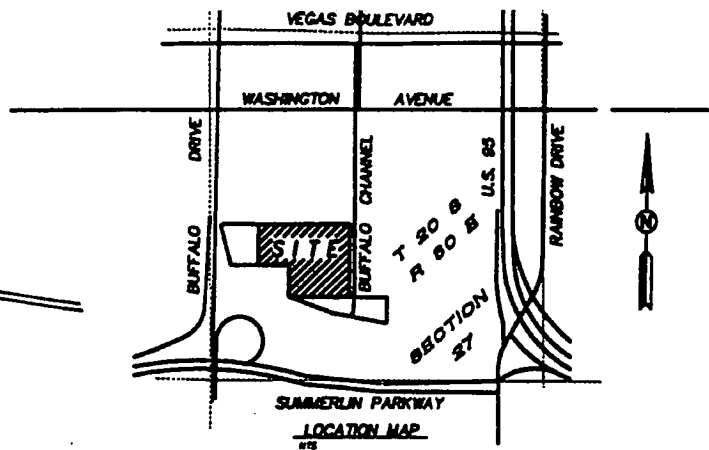
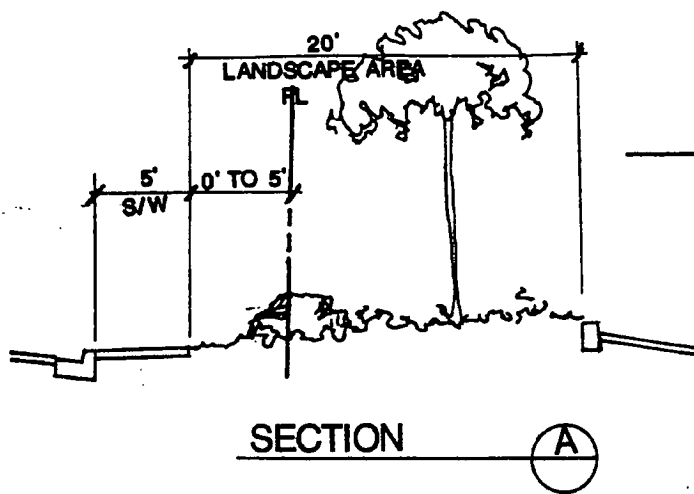
**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends **APPROVAL** as noted above and subject to conformance to all other City Codes and Department standards. Staff to proceed.

Agenda Item**62**



AGRA Infrastructure, Inc.

ENGINEERING GLOBAL SOLUTIONS

3016 W. CHARLESTON BLVD., SUITE 180

LAS VEGAS, NEVADA 89102

PHONE (702) 878-3617 FAX (702) 878-3716

Exhibit A

CITY COUNCIL**MEETING OF**

August 18, 1999

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

Page 37

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

63

PUBLIC WORKS - CONSENT**SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT**

Baughman & Turner, Inc. on behalf of
AMERICAN PREMIERE HOMES &
DEVELOPMENT, Owner
(Southwest corner of Stange Avenue and Riley
Street)

Request to connect a proposed 13 lot residential
subdivision to the City sewer from property
located in Clark County south of Stange Avenue,
west of Riley Street; applicant proposes to
connect to the existing 8 inch line located in Riley
Street; City limit is located adjacent to this site;
the City will provide sewer service only and no
commitment for water is included with approval.

Recommendation Approval, subject to
conformance with all City Codes and Department
standards and off-site improvements being
installed per City standards. It is also
recommended that the Mayor be authorized to
sign the interlocal contract.

M. McDONALD - Motion to APPROVE:**Items 3 through 9****Items 12 through 63****Items 65 through 72**

- carried **UNANIMOUSLY** with L. McDONALD abstaining
on Items 43 and 58 as she serves on several Catholic
boards and Mercy Housing SW

(See Items 35, 65 and 66 for action taken subsequent to this
motion.)

Item 64:

TABLED under separate action
(see individual item)

Items 10 & 11:

**TRAILED to P.M. Session under
separate action**
(see individual items)

Item 73:

APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be
abstaining on items 43, 58, and 73 as she serves on several
Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

CITY COUNCIL
MEETING OF
AUGUST 18, 1999



AGENDA DOCUMENTATION

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - BAUGHMAN & TURNER, INC., ON BEHALF OF AMERICAN PREMIERE HOMES & DEVELOPMENT, OWNER (SOUTHWEST CORNER OF STANGE AVENUE AND RILEY STREET)

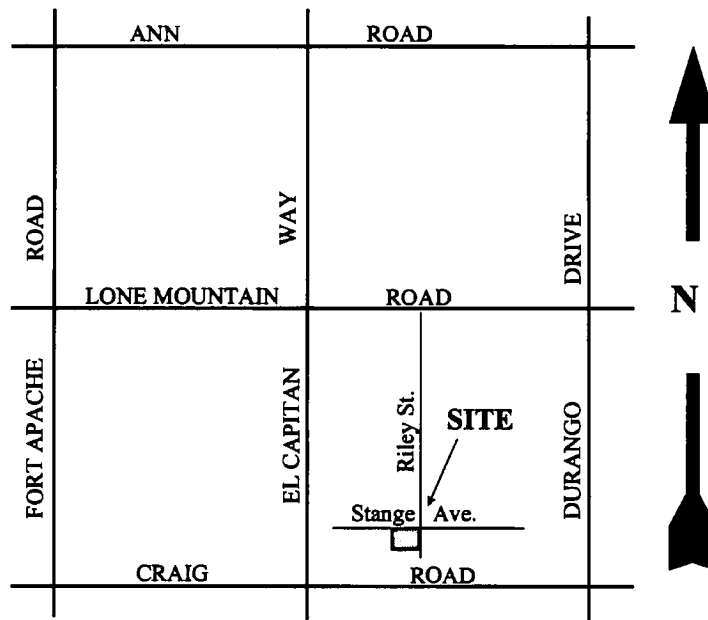
PURPOSE/BACKGROUND

This request is to connect a proposed 13 lot residential subdivision to the City sewer from property located in Clark County south of Stange Avenue, west of Riley Street.

The applicant proposes to connect to the existing 8" line located in Riley Street.

The City limit is located adjacent to this site.

The proposed use of this parcel conforms to the City's General Plan for the area. It is understood that the city will provide sewer service only and no commitment for water is included with the approval. The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" An Interlocal Contract was approved by the Clark County Sanitation District on July 21, 1999. Fees will be determined and paid prior to connection



FISCAL IMPACT

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item

63

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 38

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

64

PUBLIC WORKS - CONSENT**SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT**

VTN Nevada on behalf of LONE MOUNTAIN
CIMARRON LLC, and KAY C. SAVAGE, Owners
(Southeast corner of Lone Mountain Road and
Cimarron Road)

Request to connect a proposed 25 lot residential
subdivision to the City sewer from property
located in Clark County south of Lone Mountain
Road, east of Cimarron Road; the proposed
subdivision will be created from three parcels
totaling approximately 15.5 acres; applicant
proposes to connect to the existing 27 inch line
located in Cimarron Road; City limit is located
adjacent to this site, the City will provide sewer
service only and no commitment for water is
included with approval.

Recommendation Approval, subject to
conformance with all City Codes and Department
standards and off-site improvements being
installed per City standards. It is also
recommended that the Mayor be authorized to
sign the interlocal contract.

**M. McDONALD - Motion to bring forward and TABLE Item
No. 64 and STRIKE Item No. 102 - UNANIMOUS**

There was no discussion.

(9:19 - 9:20)

1-404

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - VTN NEVADA ON BEHALF OF LONE MOUNTAIN CIMARRON L.L.C., AND KAY C. SAVAGE, OWNERS, (SOUTHEAST CORNER OF LONE MOUNTAIN ROAD AND CIMARRON ROAD)

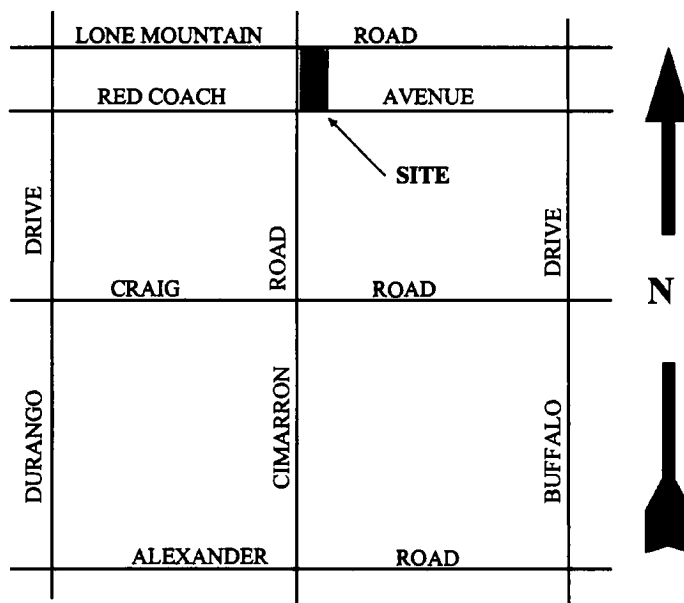
PURPOSE/BACKGROUND

This request is to connect a proposed 25 lot residential subdivision to the City sewer from property located in Clark County south of Lone Mountain Road, east of Cimarron Road. The proposed subdivision will be created from three parcels totaling approximately 15.5 acres.

The applicant proposes to connect to the existing 27" line located in Cimarron Road.

The City limit is located adjacent to this site.

The proposed use of this parcel conforms to the City's General Plan for the area. It is understood that the city will provide sewer service only and no commitment for water is included with the approval. The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" An Interlocal Contract was approved by the Clark County Sanitation District on July 9, 1999. Fees will be determined and paid prior to connection

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item

64

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 39

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

65

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT**

VTN Nevada on behalf of NHU THI TRAN,
Owner,
(Southeast corner of Lone Mountain and Fort
Apache Road)

Request to connect a proposed 103 lot
residential subdivision to the City sewer from
property located in Clark County south of Lone
Mountain Road, east of Fort Apache Road; the
proposed subdivision will be situated on seven
parcels totaling approximately 58 acres; applicant
proposes to connect to the existing 12 inch line
located at the intersection of Riley Street and
Craig Road; the City limit is located adjacent to
this site; the City will provide sewer service only
and no commitment for water is included with
approval.

Recommendation Approval, subject to
conformance with all City Codes and Department
standards and off-site improvements being
installed per City standards. It is also
recommended that the Mayor be authorized to
sign the interlocal contract.

BROWN - APPROVED subject to conformance with all
City Codes, Public Works standards, and City off-site
improvements standards - **UNANIMOUS**

NOTE: A previous motion by M. McDONALD to rescind his
original motion (carried unanimously with L. McDONALD
abstaining on items 43 and 58) for approval of items 65 and 66
as part of the consent items motion carried unanimously.

RICHARD GOECKE, Director, Department of Public Works,
was present.

COUNCILMAN BROWN requested the original motion
regarding this matter be rescinded because he wanted to
ensure that the recommendation for approval be subject to
conformance with City Codes and City off-site improvements
standards.

NOTE: COUNCILMAN BROWN directed Planning staff to
contact the applicant to ensure that the subdivision is in
conformance with applicable City Codes to avoid adoption of
any County standards.

There was no further discussion.

(9:20 - 9:21/9:29 - 9:31)

1-438/1-743

(See Item No. 3 for a detailed breakdown of actions taken on
the other consent items.)

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - VTN NEVADA ON BEHALF OF NHU THI TRAN, OWNER, (SOUTHEAST CORNER OF LONE MOUNTAIN ROAD AND FORT APACHE ROAD)

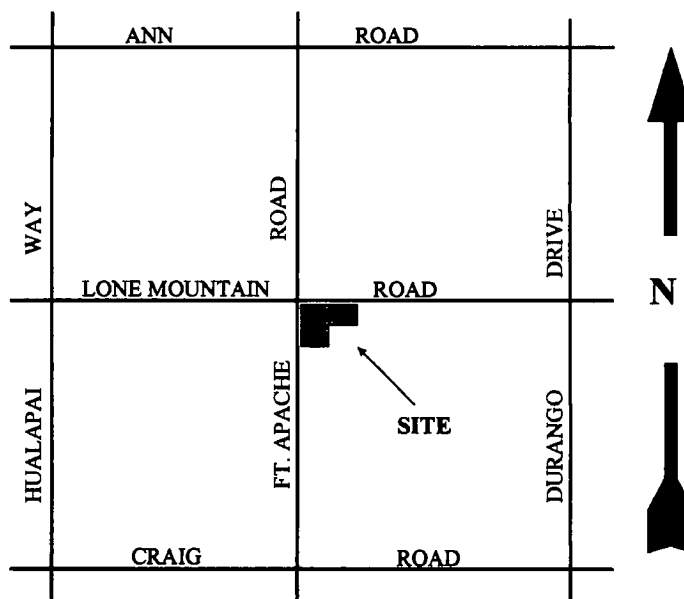
PURPOSE/BACKGROUND

This request is to connect a proposed 103 lot residential subdivision to the City sewer from property located in Clark County south of Lone Mountain Road, east of Ft. Apache Road. The proposed subdivision will be situated on seven parcels totaling approximately 58 acres.

The applicant proposes to connect to the existing 12" line located at the intersection of Riley Street and Craig Road.

The City limit is located adjacent to this site.

The proposed use of this parcel conforms to the City's General Plan for the area. It is understood that the city will provide sewer service only and no commitment for water is included with the approval. The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" An Interlocal Contract was approved by the Clark County Sanitation District on July 12, 1999. Fees will be determined and paid prior to connection

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item**65**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 12TH day of JULY, 1999 by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by NHU THI TRAN (approximately 58.0 acres – vacant land; Parcel No.138-005-101-001 through 005, & 138-05-201-001, 002) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

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

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

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

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

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

/////

/////

/////

/////

/////

/////

/////

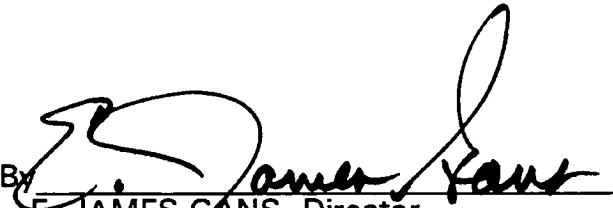
/////

/////

6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT

By 
E. JAMES GANS, Director

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

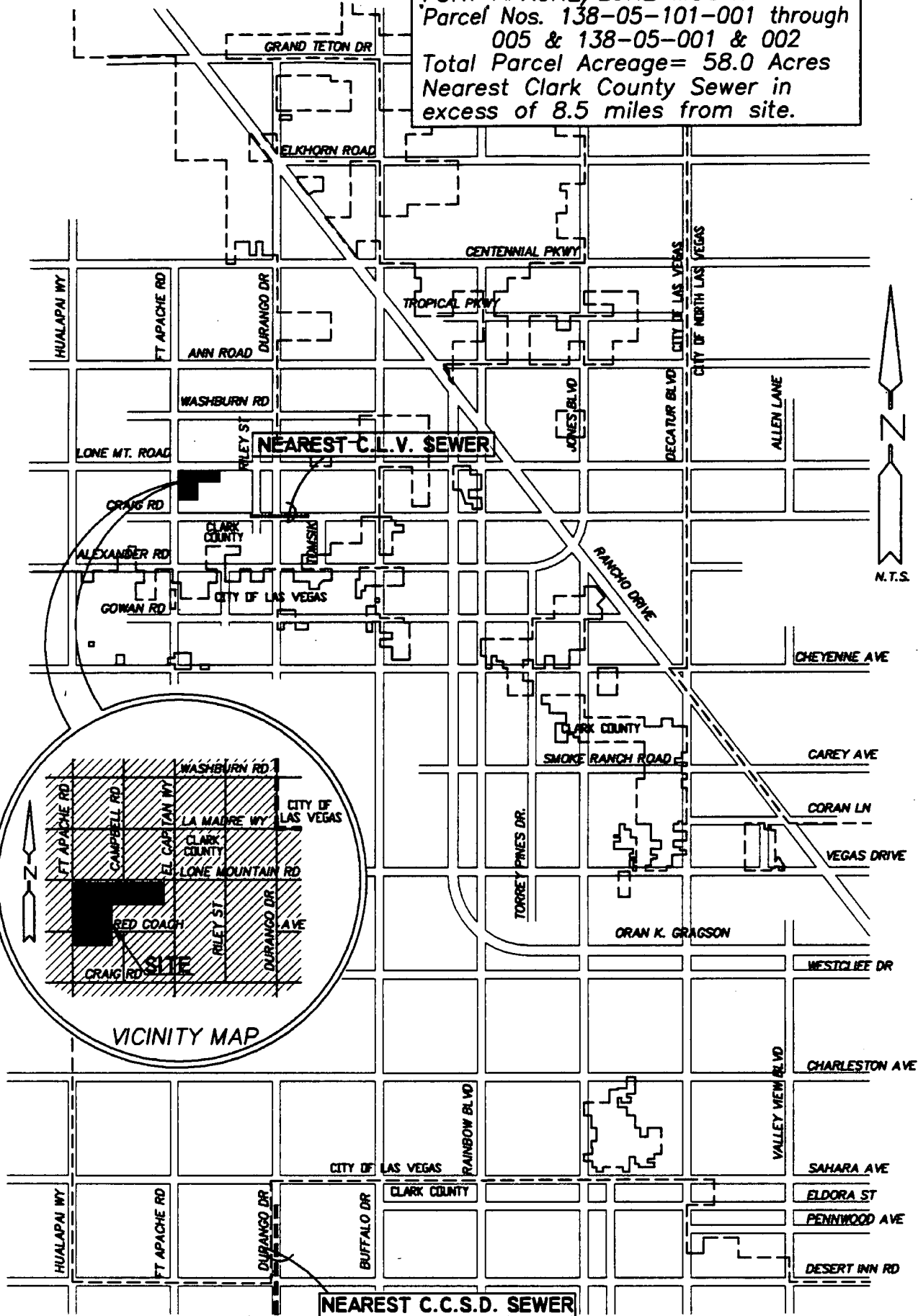
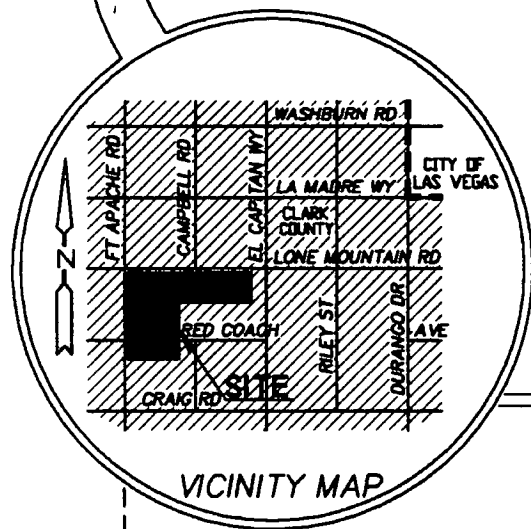
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  12-7-99
Deputy City Attorney

FORT APACHE/LONE MOUNTAIN
 Parcel Nos. 138-05-101-001 through
 005 & 138-05-001 & 002
 Total Parcel Acreage= 58.0 Acres
 Nearest Clark County Sewer in
 excess of 8.5 miles from site.



ILA #125-EXHIBIT 'A'

CITY COUNCIL

MEETING OF

August 18, 1999

City of Las Vegas

AGENDA & MINUTES

Page 40

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

66

**DEPARTMENT OF PUBLIC WORKS -
CONSENT****SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT**

**TABERNACLE OF PRAISE CHURCH OF GOD
IN CHRIST** lessor of Bureau of Land
Management land lease
(Northeast corner of Buffalo Drive and
Constantinople Avenue)

Request to connect a proposed church,
fellowship hall and child care facility to the City
sewer from property located in Clark County
north of Buffalo Drive, east of Constantinople
Avenue; applicant proposes to connect to the
existing 8 inch line located in Constantinople
Avenue; City limit is located adjacent to this site;
the City will provide sewer service only and no
commitment for water is included with approval.

Recommendation Approval, subject to
conformance with all City Codes and Department
standards and off-site improvements being
installed per City standards. It is also
recommended that the Mayor be authorized to
sign the interlocal contract.

BROWN - ABEYANCE to 9/1/99 - UNANIMOUS**9/1/99 Agenda**

NOTE: A previous motion by M. McDONALD to rescind his
original motion (carried unanimously with L. McDONALD
abstaining on items 43 and 58) for approval of items 65 and 66
as part of the consent items motion carried unanimously.

RICHARD GOECKE, Director, Department of Public Works,
was present.

COUNCILMAN BROWN requested the original motion
regarding this matter be rescinded to hold the matter in
abeyance because he felt it is too intrusive to the surrounding
neighborhood. It was approved at the County level without any
review by the City. He thought that the County was supposed
to start taking the City into consideration in matters that affect
City residents before granting approval.

NOTE: COUNCILMAN BROWN directed Planning staff to
contact the applicant to review the project and ensure that it is
compatible with the surrounding neighborhood, or he would
not support it.

There was no further discussion.

(9:20 - 9:21/9:29/9:31 - 9:33)

1-438/1-743/1-804

(See Item No. 3 for a detailed breakdown of actions taken on
the other consent items.)

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

**RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS**

SUBJECT:

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - TABERNACLE OF PRAISE CHURCH OF GOD IN CHRIST, LESSOR OF BUREAU OF LAND MANAGEMENT LAND LEASE (NORTHEAST CORNER OF BUFFALO DRIVE AND CONSTANTINOPLE AVENUE)

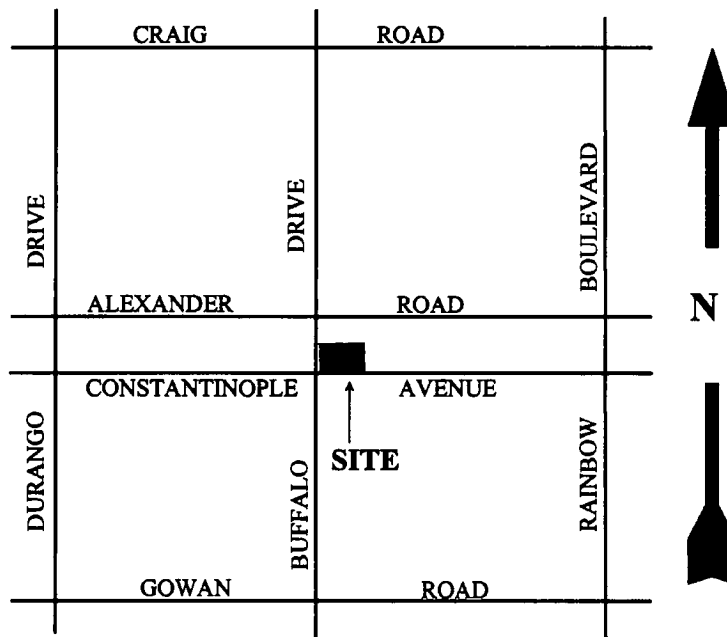
PURPOSE/BACKGROUND

This request is to connect a proposed church, fellowship hall and child care facility to the City sewer from property located in Clark County north of Buffalo Drive, east of Constantinople Avenue.

The applicant proposes to connect to the existing 8" line located in Constantinople Avenue.

The City limit is located adjacent to this site.

The proposed use of this parcel conforms to the City's General Plan for the area. It is understood that the city will provide sewer service only and no commitment for water is included with the approval. The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" An Interlocal Contract was approved by the Clark County Sanitation District on July 21, 1999. Fees will be determined and paid prior to connection

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item**66**

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 41

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

67

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

Approval of additional services for design of ballfield lighting repair and upgrade for two 60 feet fields and one 90 feet field at the Doolittle Ballfield on J Street and Lake Mead Boulevard

(Fiscal Impact: \$28,653.10 - Doolittle Phase I Capital Projects)

M. McDONALD - Motion to APPROVE:

Items 3 through 9

Items 12 through 63

Items 65 through 72

- carried UNANIMOUSLY with L. McDONALD abstaining on items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64: TABLED under separate action
(see individual item)

Items 10 & 11: TRAILED to P.M. Session under
separate action
(see individual items)

Item 73: APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

AGENDA DOCUMENTATION**CITY COUNCIL
MEETING OF
AUGUST 18, 1999**

TO:

CITY COUNCIL

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

SUBJECT: APPROVAL OF ADDITIONAL SERVICES FOR DESIGN OF BALLFIELD LIGHTING REPAIR AND UPGRADE FOR TWO 60' FIELDS AND ONE 90' FIELD AT THE DOOLITTLE BALLFIELD ON "J" STREET AND LAKE MEAD BOULEVARD.

PURPOSE/BACKGROUND

During construction the lighting controls and conduit were damaged as an unforeseen condition. This triggered replacement of those controls and also upgrading the lighting to meet the present little league safety standards.

The additional services pursuant to the agreement dated January 8, 1997.

Design fee: \$28,653.10

FISCAL IMPACT

The total fiscal impact is \$28,653.10. Money is from Doolittle Phase I Capital Projects.

RECOMMENDATION

The Department of Public Works recommends approval.

AGENDA ITEM

67

40511-510900

WU 6128
Doolittle
201098

Statement

Robert A. Fielden, Inc.
dba: RAFI
2480 E. Tompkins, Ste. 103
Las Vegas, NV 89121-5466
(702) 435-7234

DATE
05/12/99

TO:

Sam Tolman
City of Las Vegas
400 E. Stewart Ave.
Las Vegas, NV 89101-2986

Fax: (702) 382-3232

DATE	TRANSACTION	INVOICE #	AMOUNT	BALANCE
	Architectural Services			
07/16/98	Doolittle Recreation Center-Ballfield Lights	2863	15,633.10	15,633.10
02/25/99	Doolittle Community Center-Phase I Extended Contract Administration Services	2976	13,020.00	28,653.10

Robert A. Fielden, Inc.

dba: Fielden Companies
2480 E. Tompkins, Suite 103
Las Vegas, NV 89121
(702) 435-6401

Invoice

DATE	INVOICE #
07/16/1998	2863

POSTED
7/16/98

BILL TO
City of Las Vegas Attn: Gary Barr 400 E. Stewart Ave. Las Vegas, NV 89101-2986

TERMS	PROJECT
Net 30	340B-3 Doolittle Ballfield

DESCRIPTION	AMOUNT
DOOLITTLE RECREATION CENTER - BALLFIELD LIGHTS Billing Period: 2/1/98 - 7/14/98	
Architectural Fees	1,535.25
Consulting Fees	14,097.85
APPROVED Signature <u>[Signature]</u> Date <u>7-15-99</u> With Modification <u>✓</u> Without Modification <u>✓</u>	
Authorized Signature: <u>[Signature]</u>	Total \$15,633.10

Robert A. Fielden, Inc.

dba: R.A.F.I.

2480 E. Tompkins, Suite 103

Las Vegas, NV 89121-5466

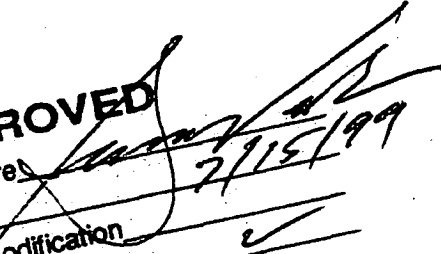
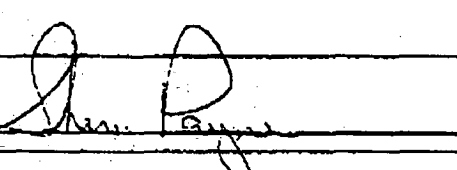
(702) 435-7234

Invoice

DATE	INVOICE #
02/25/1999	2976

BILL TO
City of Las Vegas Attn: Sam Tolman 400 E. Stewart Ave. Las Vegas, NV 89101-2986

TERMS	PROJECT
Net 30	340B-4 Doolittle

DESCRIPTION	AMOUNT
EXTENDED CONTRACT ADMINISTRATION SERVICES - DATED 9/23/98	
Architectural Fees - Intern Architect (89.5 Hours x \$55/Hour = \$4,922.00 x .15 Multiplier)	5,660.00
Architectural Fees - Architect (64 Hours x \$100/Hour = \$6,400.00 x .15 Multiplier)	7,360.00
APPROVED Signature:  Date: 7/15/99 With Modification ☒ Without Modification ☐	
Authorized Signature: 	Total \$13,020.00

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 42

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

	DEPARTMENT OF PUBLIC WORKS - CONSENT	M. McDONALD - Motion to APPROVE:
	<u>REPORT/ACTION ITEMS</u>	Items 3 through 9
		Items 12 through 63
		Items 65 through 72
		- carried UNANIMOUSLY with L. McDONALD abstaining
		on Items 43 and 58 as she serves on several Catholic
		boards and Mercy Housing SW
		(See items 35, 65 and 66 for action taken subsequent to this
		motion.)
		Item 64: TABLED under separate action
		(see individual item)
		Items 10 & 11: TRAILED to P.M. Session under
		separate action
		(see individual items)
		Item 73: APPROVED under separate action
		(see individual item)

		COUNCILWOMAN McDONALD disclosed that she would be
		abstaining on items 43, 58, and 73 as she serves on several
		Catholic boards as well as Mercy Housing Southwest.
		There was no related discussion.
		(9:20 - 9:21)
		1-438

68

Approval of costs for a tortoise mitigation fee required by the Bureau of Land Management for the Northwest Soccer Complex

(Estimated Fiscal Impact: \$35,220 - C.I.P.)

69

Approval of design services required by Cella Barr for documents to install security conduit and items required by the City Marshals for the Doolittle, Woofter, Heens, and Rotary Parks

(Fiscal Impact: \$12,000 - Parks C.I.P.)

70

TRAFFIC & PARKING ITEM

Approval of a request to install speed humps on Lowden Lane between Lorenzi Street and Deerbrook Lane

T&P Commission Recommendation: Approval

Staff Recommendation: Approval

(Fiscal Impact: \$7,000 - Neighborhood Traffic Management Program)

M. McDONALD - Motion to APPROVE:

Items 3 through 9

Items 12 through 63

Items 65 through 72

- carried UNANIMOUSLY with L. McDONALD abstaining on Items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64: TABLED under separate action
(see individual item)

Items 10 & 11: TRAILED to P.M. Session under
separate action
(see individual items)

Item 73: APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

APPROVED - see above

APPROVED - see above

AGENDA DOCUMENTATION**CITY COUNCIL
MEETING OF
AUGUST 18, 1999****TO:****CITY COUNCIL****FROM:****RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS****SUBJECT:** Approval of costs for a tortoise mitigation fee required by the Bureau of Land Management for the Northwest Soccer Complex.**PURPOSE/BACKGROUND**

The Bureau of Land Management (BLM) requires that a tortoise mitigation fee be paid prior to start of construction for this project. The BLM lease agreement numbers are N-64252 (40 acre parcel) and N-37129 (20 acre parcel). The fee established by the Bureau is \$587.00 per acre for a total of \$35,220.00

This fee must be payable to the Clark County Treasurer with receipt forwarded to the BLM.

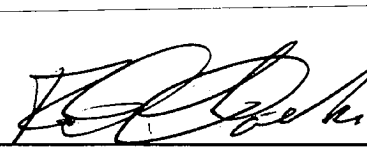
FISCAL IMPACT

\$35,220.00 estimated costs. Funds provided by C.I.P.

RECOMMENDATION

The Department of Public Works recommends City Council approve the tortoise mitigation fee.

AGENDA ITEM**63**

AGENDA DOCUMENTATION**CITY COUNCIL**MEETING OF
August 19, 1999

TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: Approval of design services required by Cella Barr for documents to install security conduit and items required by the City Marshals for the Doolittle, Woofter, Heers, and Rotary Parks. This request is a supplement to the previously approved purchase order for the Parks Augmentation design of these parks.

PURPOSE/BACKGROUND

The purpose is to provide specific design information to the bidding documents of each specified park for the addition of security conduit and mounting requirements as required by City Marshals.

FISCAL IMPACT

Design fee: \$12,000.00. Parks C.I.P. Previously approved project initiator for parks restroom project.

RECOMMENDATION

The Department of Public Works recommends approval.

AGENDA ITEM**69**



1771 EAST FLAMINGO ROAD
SUITE 103-B
LAS VEGAS, NV 89119-5158
[702] 893-7779
FAX [702] 893-4668

July 15, 1999

Richard D. Danielson, AIA, NCARB
Architectural Project Manager
Department of Public Works
Office of Architectural Services
City of Las Vegas
400 East Stewart
Las Vegas, NV 89101

Re: Restroom Security System Conduit
CBA Project No. 880188.05

Dear Dick:

Cella Barr Associates, Inc. (CBA) has been directed by the Architectural Project Manager, after a security review process by the City Marshals Office, to provide additional electrical engineering services for four park sites. Doolittle, Heers, Rotary and Woofter Parks will need power and telephone within five feet of each proposed restroom location plus a security conduit system from the restrooms for future security systems by others. T. J. Krob Electrical Engineers, sub-consultants to CBA, will provide the engineering drawings required. The professional fees for this work have been established at \$12,000.

If you have any questions, please do not hesitate to call.

Sincerely,

CELLA BARR ASSOCIATES, INC.

Charles S. Saladino, ASLA
Assistant Vice President

CSS:skd

CITY COUNCIL

MEETING OF
AUGUST 18, 1999AGENDA DOCUMENTATION

TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF A REQUEST TO INSTALL SPEED HUMPS ON LOWDEN LANE BETWEEN
LORENZI STREET AND DEERBROOK LANE

PURPOSE/BACKGROUND

A petition was received by the Traffic Engineering Division to install speed humps on Lowden Lane between Lorenzi Street and Deerbrook Lane. Traffic studies show that Lowden Lane meets the minimum criteria for speed humps.

Lowden Lane is a residential roadway with a 60-foot right-of-way. Between Lorenzi Street and Deerbrook Lane there is parking on both sides of the street with a single travel lane in each direction. There are 32 homes adjacent to the street and it is a 25 mph roadway. Lowden Lane is not a primary or secondary emergency response route. Lowden Lane was studied as a part of the Neighborhood Traffic Management Program. Results of a traffic study showed that there were 1212 vehicles per day traveling the street with an 85th percentile speed of 35 mph, and 30 percent of the vehicles were traveling over 30 mph.

FISCAL IMPACT

The cost of the installation of approximately 2 speed humps, \$7,000.00, will be paid from the Neighborhood Traffic Management Program.

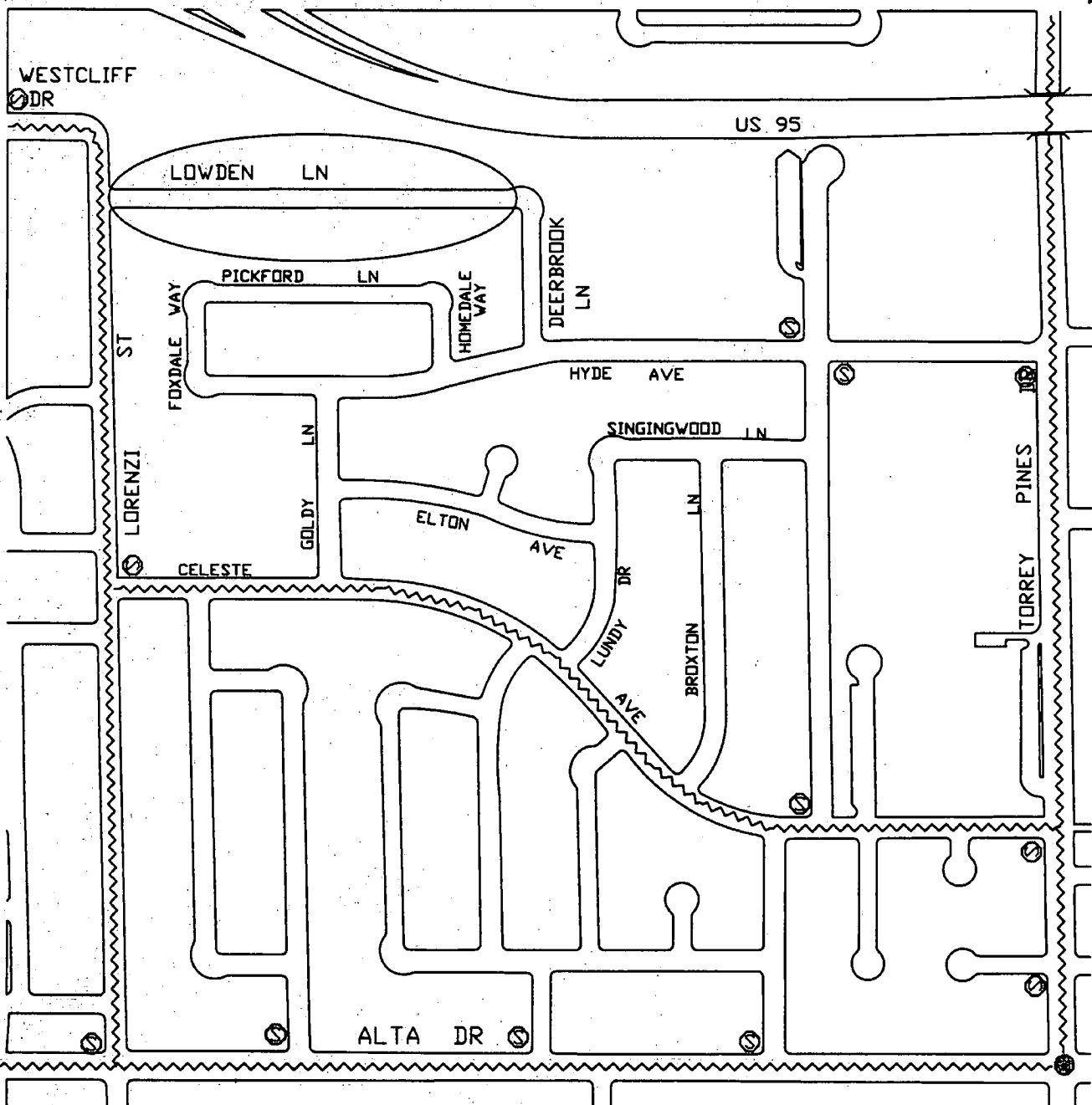
RECOMMENDATION

TRAFFIC & PARKING COMMISSION RECOMMENDATION: Approval.

STAFF RECOMMENDATION: Approval.

AGENDA ITEM

70



- TRAFFIC SIGNAL
- ⊗ STOP SIGN
- ~~~~~ PRIMARY EMERGENCY RESPONSE ROUTE
- PROPOSED SPEED HUMP AREA

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 43

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****RESOLUTIONS - CONSENT**

71

R-80-99 - Approval of a Resolution Determining the Cost and Directing the City Engineer to Prepare the Final Assessment Roll re: Special Improvement District No. 1466 (Huntridge Phase III)

M. McDONALD - Motion to APPROVE:

Items 3 through 9

Items 12 through 63

Items 65 through 72

- carried UNANIMOUSLY with L. McDONALD abstaining on items 43 and 58 as she serves on several Catholic boards and Mercy Housing SW

(See items 35, 65 and 66 for action taken subsequent to this motion.)

Item 64: TABLED under separate action
(see individual item)

Items 10 & 11: TRAILED to P.M. Session under separate action
(see individual items)

Item 73: APPROVED under separate action
(see individual item)

COUNCILWOMAN McDONALD disclosed that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

There was no related discussion.

(9:20 - 9:21)

1-438

72

R-81-99 - Approval of a Resolution Tentatively Approving Final Assessment Roll and Setting Date for Public Hearing Thereon re: Special Improvement District No. 1466 (Hundred Phase III)

APPROVED - see above

CITY COUNCILMEETING OF
August 18, 1999**AGENDA DOCUMENTATION**

TO: City Council

FROM: Bradford R. Jerbic
City AttorneySUBJECT: Resolution Determining the Cost and Directing the City Engineer to Prepare the Final
Assessment Roll re: Special Improvement District No. 1466 (Huntridge Phase III).**PURPOSE/BACKGROUND**

S.I.D. NO.: 1466

STEP: Resolution determining the cost and directing the city engineer to prepare the
final assessment roll.

IMPROVEMENTS: The installation of streetlights and appurtenances.

LOCATION:	Jessica Avenue	(Maryland Parkway to 15th Street)
	Norman Avenue	(Maryland Parkway to 15th Street)
	Francis Avenue	(Maryland Parkway to 15th Street)
	Cottonwood Place	(Francis Avenue to 15th Street)
	15th Street	(Franklin Avenue to Charleston Boulevard)

FISCAL IMPACT

None. The improvements in Special Improvement District No. 1466 have already been constructed and installed at a cost to the City, including administrative expenses, in the amount of \$56,220.53. The adoption of this Resolution is the **first** step in levying the assessments thereby reimbursing the City for such costs.

RECOMMENDATIONS

It is recommended that the City Council adopt this Resolution.

Agenda Item**71**

RESOLUTION NO. R-80-99

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1466 DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively), pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance"), created the City of Las Vegas, Nevada, Special Improvement District No. 1466 (Huntridge Phase III) (hereinafter the "District") and ordered the acquisition of certain public improvements (hereinafter the "Project") within such District; and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts or parcels of land in said District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the assessment roll; and

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$1,510,592.59, of which \$1,454,372.16 is available from other sources and \$56,220.53 is to be assessed upon the benefited lots, tracts or parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby is, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
\$ 1,510,592.59	\$ 56,220.53	\$ 1,454,372.16

Section 3. The City Engineer (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the City Engineering Division, to make out and prepare a final assessment roll for the District containing, among other things:

(1) The name and address of each last-known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by said City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the final assessment roll pursuant to Section 3 of this Resolution, he shall report the final assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the final assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting

the generality of the foregoing, the preparation of all further necessary legal proceedings, final assessment rolls and lists, supplemental report on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

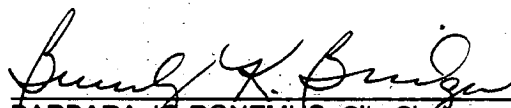
Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED this 18th day of August, 1999.



OSCAR B. GOODMAN, Mayor

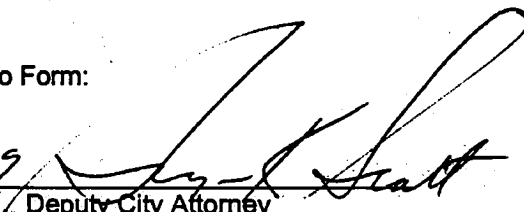
Attest:



BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

Approved as to Form:

8/3/99 

Date Deputy City Attorney

CITY COUNCILMEETING OF
August 18, 1999**AGENDA DOCUMENTATION**

TO: City Council

FROM: Bradford R. Jerbic
City AttorneySUBJECT: Resolution Tentatively Approving Final Assessment Roll and Setting Date for Public Hearing
Thereon re: Special Improvement District No. 1466 (Huntridge Phase III).**PURPOSE/BACKGROUND**

S.I.D. NO.: 1466

STEP: Resolution tentatively approving the Final Assessment Roll and setting the date for the public hearing thereon.

IMPROVEMENTS: The installation of streetlights and appurtenances.

LOCATION:	Jessica Avenue	(Maryland Parkway to 15th Street)
	Norman Avenue	(Maryland Parkway to 15th Street)
	Francis Avenue	(Maryland Parkway to 15th Street)
	Cottonwood Place	(Francis Avenue to 15th Street)
	15th Street	(Franklin Avenue to Charleston Boulevard)

FISCAL IMPACT

None. The improvements in Special Improvement District No. 1466 have already been constructed and installed at a cost to the City, including administrative expenses, in the amount of \$56,220.53. The adoption of this Resolution is the **second** step in levying the assessments thereby reimbursing the City for such costs.

RECOMMENDATIONS

It is recommended that the City Council adopt this Resolution.

Agenda Item

RESOLUTION NO. R-81-99

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, IMPROVEMENT DISTRICT NO. 1466, FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively), pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1466 (Huntridge Phase III) (hereinafter the "District") and ordered the acquisition of certain public improvements within such District (hereinafter the "Project"); and

WHEREAS, the City Council, by resolution heretofore adopted has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts or parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with said District) is \$1,510,592.59, of which \$1,454,372.16 is available from other sources and \$56,220.53 is to be assessed upon the benefited lots, tracts or parcels of land in the District which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer (with the assistance of City of Las Vegas Engineering Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out a final assessment roll for the District which contains, among other things, the name and address of the last-known owner of the property to be assessed, a description of the lots, tracts, or parcels of land to be assessed; and the amount of the proposed assessment to be levied thereon; and the City Engineer has reported the final assessment roll to the City Council and the City Engineer has prepared and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in said District and only that property which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll which is provided for herein is reasonably calculated to inform each interested person of the proceedings concerning the District which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All action, proceedings, matters, and things heretofore taken, had, and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby is, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Estimated Amount of Total Cost	Amount Available from Special Assessments	Other Sources
\$ 1,510,592.59	\$ 56,220.53	\$ 1,454,372.16

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, September 15, 1999, at 1:00 P. M., at the City of Las Vegas Council Chambers, 400 E. Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in "City of Las Vegas, Nevada, Special Improvement District No. 1466 (Huntridge Phase III)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District, such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in such newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Such service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk of the City. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last-known owner or owners of each tract being assessed at his or their last-known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate

any assessment or any other proceedings concerning said District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessments bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, shall have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, IMPROVEMENT DISTRICT NO. 1466.

NOTICE IS HEREBY GIVEN, that the final assessment roll for City of Las Vegas, Nevada, Special Improvement District No. 1466 (Huntridge Phase III) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council, together with the City Engineer, has been filed on August 18, 1999, in the office of the City Clerk and since such date the final assessment roll has been, and now is available for examination by any interested person during regular office hours. The boundaries of the District are described in the Special Improvement District No. 1466 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts or parcels of land to be assessed, shall be the exterior boundary of the parcels of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

15th Street (BOTH SIDES) - from the northerly right-of-way line of Franklin Avenue northerly to the southerly right-of-way of Charleston Boulevard (60' right-of-way).

Norman Avenue (BOTH SIDES) - from the westerly right-of-way line of Maryland Parkway easterly to the westerly right-of-way line of 15th Street (60' right-of-way).

Francis Avenue (BOTH SIDES) - from the westerly right-of-way line of Maryland Parkway easterly to the westerly right-of-way line of 15th Street (60' right-of-way).

Jessica Avenue (BOTH SIDES) - from the westerly right-of-way line of Maryland Parkway easterly to the westerly right-of-way line of 15th Street (60' right-of-way).

Cottonwood Place (BOTH SIDES) - from the northerly right-of-way line of Francis Avenue to the westerly right-of-way line of 15th Street (60' right-of-way).

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the

estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or V or other irregularly-shaped lots or lands, if any, and for any lots, tracts or parcels not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a unit lot basis. Each property owner will be assessed for their proportionate share of the streetlighting system, where not already existing.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon, all lots, tracts or parcels of land or property in the District is stated in the final assessment roll. The City Council has determined that all such tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of said property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and any parties aggrieved by such assessments on Wednesday, September 15, 1999, at 1:00 p.m. at the City of Las Vegas Council Chambers, 400 E. Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk of City of Las Vegas, Nevada, on or before Friday, September 10, 1999, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, or of the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally, and the City Council shall have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any

assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing;
and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective; or all or any part of such assessments may, at the election of the owner, be paid thereafter in ten (10) substantially equal semi-annual installments of principal until paid in full with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City Council shall by resolution provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold such rate will not exceed more than 1% the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed more than three percent (3%) the "Index of Twenty Bonds" which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties (at a rate not exceeding 2 percent per month) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a

prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this August 18, 1999.


BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED August 18, 1999.



OSCAR B. GOODMAN, Mayor

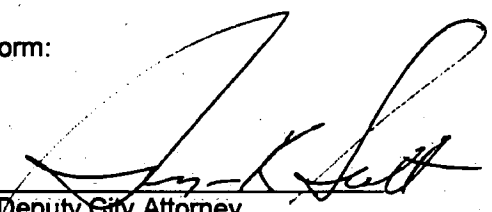
Attest:



BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

Approved as to form:

8/3/99 

Date Deputy City Attorney

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 44

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****RESOLUTIONS - CONSENT**

73

R-82-99 - Approval of a Resolution transferring 1999 Private Activity Bond Volume Cap of \$8,122,000 for two affordable housing projects in the City of Las Vegas; \$8,000,000 to the State Housing Division for the single family first time homebuyer loan program; \$854,947 to Southwest Gas Corporation and \$854,947 to Nevada Power Company

REESE - APPROVED as amended requiring that the \$4,122,000 mixed-use/mixed-income project be placed on another site to be identified and brought back for Council approval within 90 days - **UNANIMOUS** with L. McDONALD abstaining as she serves on various Catholic boards and Mercy Housing SW

COUNCILWOMAN McDONALD disclosed under Item No. 3 of the Consent Agenda that she would be abstaining on items 43, 58, and 73 as she serves on several Catholic boards as well as Mercy Housing Southwest.

SHARON SEGERBLOM, Director, and FAYE TREND, Neighborhood Development Manager; Department of Neighborhood Services; and JOHN SWENSEID, City Bond Counsel; and TOM HOM, Tom Hom Group, were present.

COUNCILMAN REESE noted that the City of Las Vegas has expended a lot of money to redevelop the downtown area and additional housing is needed in the downtown area. The subject project is going to be developed by the Tom Hom Group; however, he felt that the matter should be held for 90 days to find a different location for the project. MR. SWENSEID suggested that because State law requires action on the matter by the end of the month, in order to receive the bonds, the language regarding the location of the Tom Hom project be amended to read: at a site to be identified in 90 days and approved by the City Council.

COUNCILMAN REESE and MS. SEGERBLOM briefly discussed whether the amendment might hold up the other projects. MAYOR GOODMAN confirmed with MS. SEGERBLOM that the other projects would move forward despite the suggested language change.

COUNCILMAN REESE introduced MR. HOM and stated that it has been a pleasure working with him on a project that will be opening soon in Ward 3. MR. HOM commented that he has been coming to Las Vegas for 40 years and it has been a pleasure to work with the Council and City staff. He thanked the Council for the opportunity to bring affordable housing to the City of Las Vegas.

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 45

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

RESOLUTIONS - CONSENT**R-82-99 - (Continued)**

COUNCILMAN REESE asked MR. HOM if he has given any consideration to building affordable condominiums in the downtown area. MR. HOM answered that he has held some discussion with City staff on some concepts that have been very successful in Phoenix, Arizona, and San Diego, California. COUNCILMAN McDONALD interjected that MR. HOM is a responsible proprietor, which is what the City needs in the downtown area.

There was no further discussion.

9:22 - 9:29)

1-504

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

August 18, 1999

TO:

City Council

FROM:

SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT**SUBJECT:**

Approval of a Resolution transferring 1999 Private Activity Bond Volume Cap of \$8,122,000 for two affordable housing projects in the City of Las Vegas; \$8,000,000 to the State Housing Division for the single family first time homebuyer loan program; \$854,947 to Southwest Gas Corporation and \$854,947 to Nevada Power Company.

PURPOSE/BACKGROUND

This request is for approval of a Resolution transferring \$8,122,000 of the City of Las Vegas Volume Cap to the State Housing Division for the following purposes:

The Tom Hom Group for the construction of a 47 unit mixed-income, mixed-use apartment complex on a City-owned parcel located at Las Vegas Boulevard and Gass Avenue, in the amount of \$4,122,000. City Centre Development Corporation has reviewed this project and supports the approval of The Tom Hom Group as the developer. Additionally, the staff of Neighborhood Services and City Centre Development Corporation will work closely with the developer during all phases of the project.

Mercy Housing SW for the construction of the 64 unit Estelle Neal Senior Apartment complex located at W. Lake Mead Boulevard and Lexington Avenue, in the amount of \$4,000,000.

Additionally, the Resolution will transfer \$8,000,000 to the State of Nevada Housing Division for the low interest loan program to first time home buyers for properties located within the boundaries of the City of Las Vegas; \$854,947 to Southwest Gas and \$854,947 to Nevada Power Company.

FISCAL IMPACT

None

RECOMMENDATIONS

It is the recommendation of the City Manager that the Resolution and the Agreements be approved and the Mayor authorized to execute the same.

Agenda Item

73

Briefing
City of Las Vegas
1999 Private Activity Bond Volume Cap Allocations
August 18, 1999

Total Bond Volume Cap: **\$17,831,894**

Tom Hom Group: Mixed use/Mixed income Project \$ 4,122,000 Ward 3
 Gass & Las Vegas Blvd.
 City Designated Site
 (new construction-47 units)

Mercy Housing SW: Estelle Neal Senior Apt. \$ 4,000,000 Ward 3
 West Lake Mead & Lexington
 Non-City Designated Site
 (new construction-64 units)

State Housing: First Time Homebuyer Loans \$ 8,000,000 All Wards
 The State disbursed 163 loans in the City of Las Vegas, totaling
 \$17,894,213 for the 1998 fiscal year. The average income of the
 household was \$38,217 at an interest rate ranging from 6.1-6.6%.

Total: **\$ 16,122,000**
 111 Units New Construction

Southwest Gas: \$ 854,947

Nevada Power Company: \$ 854,947

Total Other: **\$ 1,709,894**

Total Private Activity Bond Allocation: **\$ 17,831,894**

RESOLUTION NO. R-82-99

(1) **WHEREAS**, pursuant to the provisions of ch. 348A of Nevada Revised Statutes and ch. 348A of the Nevada Administrative Code ("NAC"), there has been allocated to the City of Las Vegas, Nevada (the "City" and the "State", respectively), the amount of \$17,831,190 in tax-exempt private activity bond volume cap for calendar year 1999 ("volume cap"); and

(2) **WHEREAS**, the City has received requests for an allocation of volume cap for affordable rental housing projects from Mercy Housing SW ("Mercy"), Tom Hom Group, ("Tom Hom"); a request for an allocation of volume cap for the first time home buyer owner occupied mortgage bond program from the Housing Division ("Housing") of the Department of Business and Industry (the "Department") of the State; a request for an allocation of volume cap for facilities for the local furnishing of electricity from Nevada Power Company ("NPC"); and a request for an allocation of volume cap for facilities for the local furnishing of gas from Southwest Gas Corporation ("Southwest"); and

(3) **WHEREAS**, the City desires to prevent the City's volume cap from reverting to the State.

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

Section 1. A. The City hereby transfers a portion of its volume cap to the Director (the "Director") of the Department with a request that the Director transfer such volume cap to Housing for use for the following projects in the following amounts:

	Project Sponsor	Project	Amount of Volume Cap Allocation
(i)	Mercy	Estelle Neal Senior Apt. (West Lake Mead & Lexington)	\$4,000,000
(ii)	Tom Hom	Mixed use\Mixed income Rental Housing Project (Site to be identified in 90 days and approved by the City Council)	\$4,122,000

B. The City hereby transfers \$8,000,000 of its volume cap to the Director with a request that the Director transfer such volume cap to Housing for financing first time

home buyer owner occupied residences in Las Vegas.

C. The City hereby transfers the balance of its volume cap, i.e., \$1,709,894 to Clark County for the following projects in the following amounts:

(i)	NPC	Facilities for the local furnishing of electricity	\$854,947
(ii)	Southwest	Facilities for the local furnishing of gas	\$854,947

Section 2. Each of the transfers made in Section 1A is subject to the condition that each Project Sponsor execute an agreement in substantially the form attached as Exhibit A

Section 3. With respect to the transfers made in Section 1A only, in the event the condition listed in Section 2 is not met for a particular project, or in the event that the condition is met but the bonds issued on or before August 18, 2000 for that project do not fully use the allocation made to that project, Housing is requested to use that allocation or the remaining part of that allocation for one or more other affordable rental housing projects located in the City, the financing of which is hereafter approved by the City Council.

Section 4. Pursuant to Section 348A.220 of NAC, the City hereby certifies that it has used \$-0- of its allocation for calendar year 1999, and that it intends to use (by transfers as herein provided) and hereby reserves the entire unused portion of its volume cap.

Section 5. The Mayor and City Clerk are hereby authorized to execute and deliver on behalf of the City, an Agreement with each sponsor specified in Section 1A hereof, in substantially the form attached hereto as Exhibit A.

Section 6. The City Clerk is hereby authorized and directed to mail a copy of this resolution to the Director, the Secretary of the State Board of Finance, and to the County Clerk of Clark County.

Section 7. Nothing in this resolution obligates the City to issue bonds for any particular project or to grant approvals for a project or constitutes a representation that such bonds will be issued, that such projects will be approved, or that any city volume cap other than the amount outlined in Section 1 will be made available for any particular project.

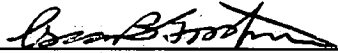
Section 8. This Resolution may be amended or repealed at any time by the

City at its sole discretion before bonds are issued that use the volume cap described herein. After such bonds are issued, this Resolution may not be amended or repealed in such a manner as to change the allocation of volume cap to the bonds which have been issued.

Section 9. This resolution shall be effective upon its passage and approval.

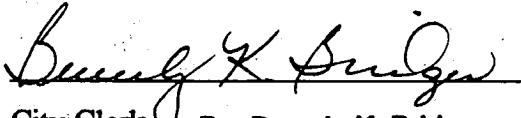
PASSED, ADOPTED AND APPROVED this 18th day of August, 1999.

(SEAL)



Mayor

Attest:



City Clerk By: Beverly K. Bridges
Chief Deputy City Clerk

EXHIBIT A
AGREEMENT

This Agreement is entered into on this ____ day of _____, 1999 between the City of Las Vegas, Nevada (the "City") and _____ (the "Sponsor"), of that certain affordable rental housing project known as the _____ (the "Project").

WHEREAS, the Sponsor has submitted an application to the City for allocation of a part of the City's private activity bond volume cap in order for the Sponsor to finance the Project; and

WHEREAS, the City is inclined to allocate a portion of its private activity bond volume cap to the Project; and

WHEREAS, in so allocating its volume cap, the City is relying on representations made by the Sponsor in its application to the City with respect to the nature of the Project and other matters.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. The City will as provided in the resolution adopted by the City Council of the City on August 18, 1999 (the "Resolution") allocate a portion of its bond volume cap to the Project under the conditions and for the term provided in the Resolution. Such allocation of bond volume cap is based on the representations contained in the Sponsor's application as to the nature of the Project and other matters stated in that application.

Section 2. The Sponsor agrees not to make any change in the Project or in any other of the items described in its application without obtaining consent of the City's Director of the City's Neighborhood Services Department or her designee.

Section 3. This Agreement shall be effective on the date of its execution and remain in effect until the bonds which use the volume cap allocation described herein have been paid in full.

Section 4. This Agreement does not provide any City endorsement of the Project or any City representation as to the Project or the issuance of bonds for the Project, other than an allocation of private activity bond volume cap as provided in the Resolution. It is understood that the private activity bond volume cap will be transferred to the State of Nevada, and that the State of Nevada in its sole discretion will determine whether to finance the Project with the issuance of bonds. Other than the allocation of bond volume cap mentioned above, this Agreement in no way binds the City

to the Project, and prior to the issuance of bonds which use this volume cap, the City may, in its sole discretion, amend or repeal the Resolution; but after the issuance of bonds which use this volume cap, the City will not amend the Resolution in a manner which changes the allocation of volume cap to the bonds which have been issued.

Section 5. In the event the Sponsor breaches this Agreement, the City may sue for specific performance hereof by the Sponsor, may pursue legal action against the Sponsor, may use whatever other remedies may be available to it at law or in equity or may pursue any combination thereof. The Sponsor agrees to pay any of the City's attorney fees incurred in enforcing the terms of this agreement. If bonds have been issued which rely on the allocation of bond volume cap made by the Resolution, a breach of this Agreement will not result in forfeiture of bond volume cap which has been used for those bonds, but may, at the option of the City, result in forfeiture of any part of the bond volume cap described herein which has not been used by the issuance of bonds.

Section 6. No person is a third party beneficiary of this Agreement and nothing herein requires that the City enforce the provisions hereof; however, any failure to enforce or delay in enforcing the provisions hereof does not constitute a waiver of the City's right to enforce this Agreement. Any single or partial enforcement of any provision hereof does not preclude any other enforcement or the exercise of any other right, power or remedy the City may have.

Section 7. The persons signing this Agreement represent that they have the power to do so on behalf of the party for which they are signing.

IN WITNESS WHEREOF, the City and the Sponsor have caused this Agreement to be signed as of the day and year mentioned above.

City of Las Vegas, Nevada

(SEAL)

By: _____
Mayor

City Clerk

Sponsor
By: _____

STATE OF NEVADA

)

) SS.

CITY OF LAS VEGAS

)

I, the undersigned duly chosen, qualified and acting Clerk of City of Las Vegas, Nevada (the "City"), do hereby certify:

1. The foregoing pages, excerpts form the minutes of a regular meeting of the City Council of the City of Las Vegas (the "Council") held on August 18, 1999 constitute a true, correct, complete and compared copy of the proceedings of the Council so far as such minutes relate to the resolution, a copy of which is set forth in such minutes.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

OSCAR B. GOODMAN

MICHAEL J. McDONALD

GARY REESE

LARRY BROWN

LYNETTE B. McDONALD

Those Voting Nay:

NONE

Those Absent:

NONE

3. The copy of the resolution is a true, correct, complete and compared copy of the original passed and adopted by the Council at the designated meeting.

4. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

5. The members of the Council were present at such meeting and voted on the passage of the resolution as set forth above.

6. All members of the Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was

given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Senior Citizens Center
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Downtown Transportation Center
Las Vegas, Nevada

and

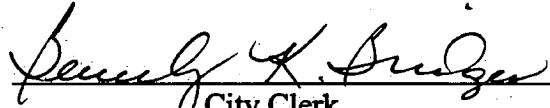
(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of such notice so given of the meeting of the Council on August 10, 1998 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this August 18, 1999.

(SEAL)



City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

EXHIBIT A

(Attach Notice of Meeting and Agenda)

62. AGRA Infrastructure, Inc. on behalf of PARKWAY RETAIL CENTRE, LLC, Owner, (West Washington Avenue between Buffalo Drive and Tenaya Way - Big K-Mart); Applicant proposes to encroach into the public right of way at West Washington Avenue between Buffalo Drive and Tenaya Way for a proposed Big K-Mart; consisting of trees and shrubs of various heights, grass and a sprinkler system beginning approximately 328 feet east of Buffalo Drive and extending approximately 297 feet along the West Washington Avenue property line.

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT

63. Baughman & Turner, Inc. on behalf of AMERICAN PREMIERE HOMES & DEVELOPMENT, Owner; (Southwest corner of Stange Avenue and Riley Street); Request to connect a proposed 13 lot residential subdivision to the City sewer from property located in Clark County south of Stange Avenue, west of Riley Street; applicant proposes to connect to the existing 8 inch line located in Riley Street; City limit is located adjacent to this site; the City will provide sewer service only and no commitment for water is included with approval.
64. VTN Nevada on behalf of LONE MOUNTAIN CIMARRON LLC, and KAY C. SAVAGE, Owners; (Southeast corner of Lone Mountain Road and Cimarron Road); Request to connect a proposed 25 lot residential subdivision to the City sewer from property located in Clark County south of Lone Mountain Road, east of Cimarron Road; the proposed subdivision will be created from three parcels totaling approximately 15.5 acres; applicant proposes to connect to the existing 27 inch line located in Cimarron Road; City limit is located adjacent to this site, the City will provide sewer service only and no commitment for water is included with approval.
65. VTN Nevada on behalf of NHU THI TRAN, Owner, (Southeast corner of Lone Mountain and Fort Apache Road); Request to connect a proposed 103 lot residential subdivision to the City sewer from property located in Clark County south of Lone Mountain Road, east of Fort Apache Road; the proposed subdivision will be situated on seven parcels totaling approximately 58 acres; applicant proposes to connect to the existing 12 inch line located at the intersection of Riley Street and Craig Road; the City limit is located adjacent to this site; the City will provide sewer service only and no commitment for water is included with approval.
66. TABERNAACLE OF PRAISE CHURCH OF GOD IN CHRIST lessor of Bureau of Land Management land lease; (Northeast corner of Buffalo Drive and Constantinople Avenue); Request to connect a proposed church, fellowship hall and child care facility to the City sewer from property located in Clark County north of Buffalo Drive, east of Constantinople Avenue; applicant proposes to connect to the existing 8 inch line located in Constantinople Avenue; City limit is located adjacent to this site; the City will provide sewer service only and no commitment for water is included with approval.

REPORT/ACTION ITEMS

67. Approval of additional services for design of ballfield lighting repair and upgrade for two 60 feet fields and one 90 feet field at the Doolittle Ballfield on J Street and Lake Mead Boulevard
68. Approval of costs for a tortoise mitigation fee required by the Bureau of Land Management for the Northwest Soccer Complex
69. Approval of design services required by Cella Barr for documents to install security conduit and items required by the City Marshals for the Doolittle, Woofter, Heens, and Rotary Parks

TRAFFIC & PARKING ITEM

70. Approval of a request to install speed humps on Lowden Lane between Lorenzi Street and Deerbrook Lane

IV. RESOLUTIONS - CONSENT

71. **R-80-99** - Approval of a Resolution Determining the Cost and Directing the City Engineer to Prepare the Final Assessment Roll re: Special Improvement District No. 1466 (Huntridge Phase III)
72. **R-81-99** - Approval of a Resolution Tentatively Approving Final Assessment Roll and Setting Date for Public Hearing Thereon re: Special Improvement District No. 1466 (Huntridge Phase III)
73. **R-82-99** - Approval of a Resolution transferring 1999 Private Activity Bond Volume Cap of \$8,122,000 for two affordable housing projects in the City of Las Vegas; \$8,000,000 to the State Housing Division for the single family first time homebuyer loan program; \$854,947 to Southwest Gas Corporation and \$854,947 to Nevada Power Company

***** END OF CONSENT AGENDA *****

Received, filed and approved by the Director of the Department of Business and Industry of the State of Nevada this 7th day of September, 1999.

by Terr M. Harglin, Chief, O&P

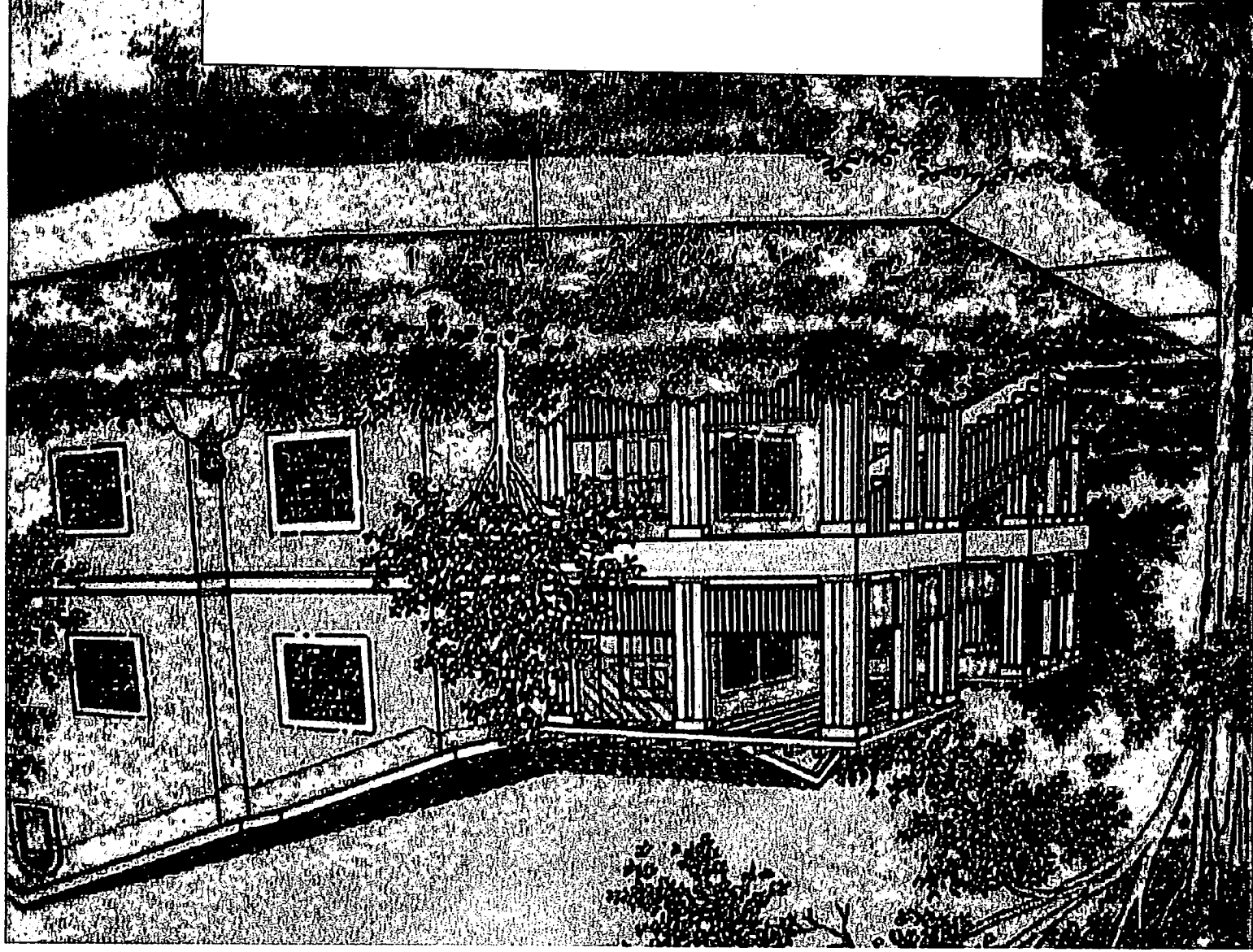
Director, Department of Business and Industry

Received and filed by the Secretary of the State Board of Finance this 8th day of September, 1999.

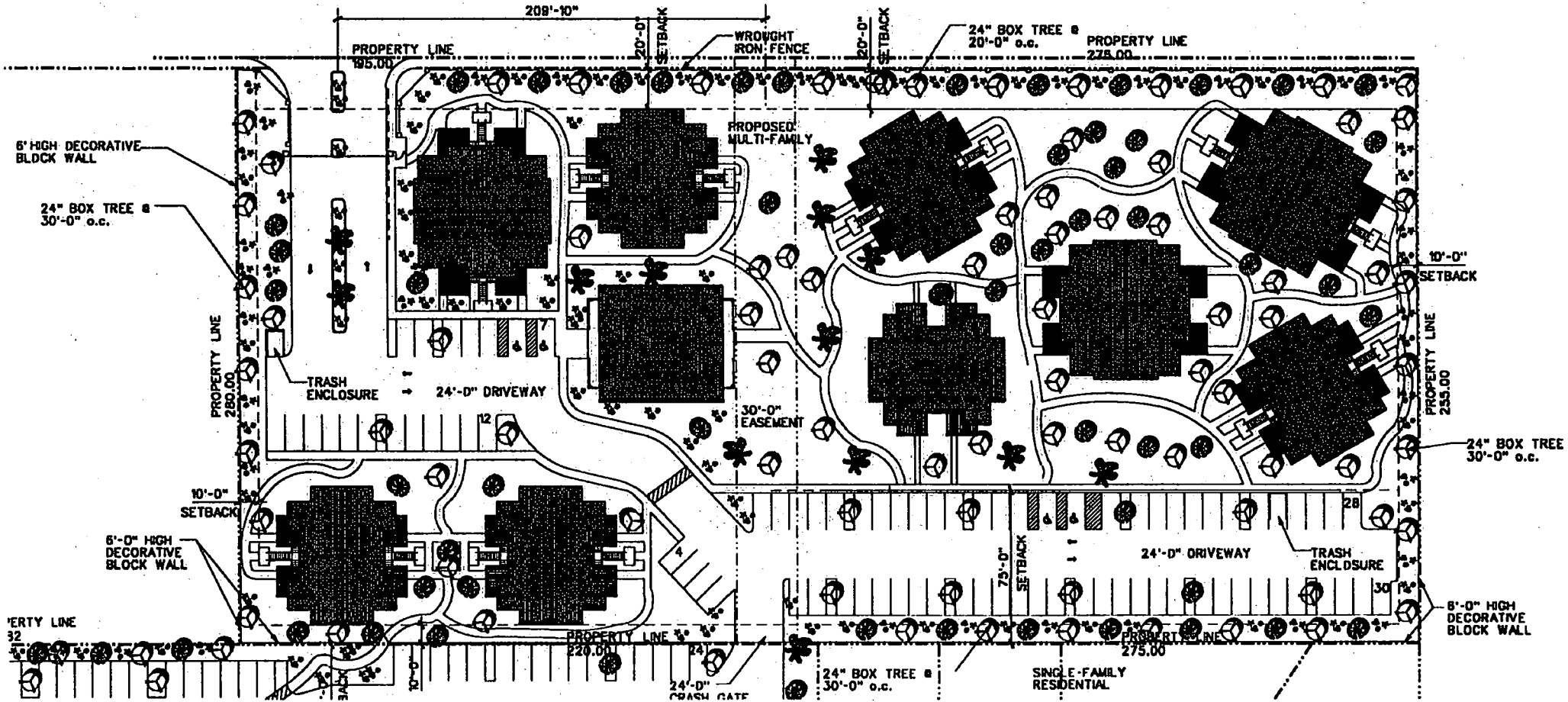
John E. Harglin
Secretary, State Board of Finance

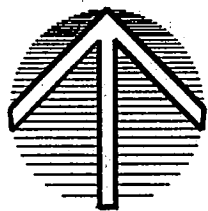
Estelle Neal Senior Apartments

64 Units/636-762 Sq. Ft.



WEST LAKE MEAD BLVD.





NORTH



THE TOM HOM GROUP

4408 - 30th STREET

SAN DIEGO, CALIFORNIA 92116

TELEPHONE: (619) 283-5515

FACSIMILE: (619) 280-3346

August 4, 1999

Faye Trend
City of Las Vegas
Neighborhood Development Division
Neighborhood Services
400 East Stewart
Las Vegas, NV 89101

Dear Faye:

Thank you for your letter of July 30, 1999. The Tom Hom Group is honored to be considered as the developer of the mixed-use project on Las Vegas Boulevard and Gass Street. We hope that the City ultimately chooses us for the project.

To address your additional questions and concerns:

"Personal guarantee of project completion" Tom Hom and I anticipate that we will be required to personally guarantee certain aspects of the project's financing and completion. Attached are our financial statements. Please keep them as confidential as possible.

"Lease-up procedure w/time lines and a project stabilization period" Commercial space marketing will commence immediately upon awarding of the project to The Tom Hom Group. A local real estate brokerage firm will be hired to market the commercial space. Apartment marketing will commence approximately 60 days prior to completion of the project, via an on-site leasing office. The on-site manager, who will be able to coordinate all aspects of tenant qualification and move in, will run this office. It is anticipated that the project will lease at a rate of 20% of the units per month with 100% occupancy in 5 months.

"Construction time-line" Please see attached project schedule.

"Environmental procedures" Once designated as developer, we will commence a "phase one" study on the property. If there are any issues that arise from that study, we will address them on a case-by-case basis. Any environmental studies that the City has on the site would be helpful.

"Maximum number of years of affordability" We anticipate the project to maintain it's affordability component for 30 years, but are open to discussing a different term if necessary.

"Committee to have architectural review and input" We welcome any comments that the committee has regarding the design of the project. We are already discussing the issues with Quigley regarding the face of the building along Las Vegas Boulevard.

August 4, 1999
Faye Trend
City of Las Vegas
Page Two

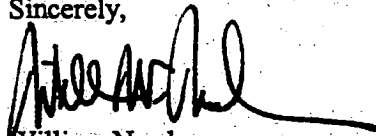
"Developer to agree to NO property tax waiver" Agreed. In reviewing our projections, we believe that the project will allow for a waiver without burdening the project unnecessarily.

"Committee to have input on name of project" While we enjoyed developing the "L'Octaine" name for the project, we understand that the "gateway" nature of the project may lend itself to some other name. We have some others we are considering, including using the "Campaign" name for joint marketing purposes with our other project. The names include "Campaign Terrace" which is our current new favorite. We welcome any thoughts from the committee.

"Verify market rate rents quoted in the downtown corridor" If selected, we will commence a market analysis to verify our financial assumptions for the project. The nature of the project is different than what currently exists in downtown Las Vegas, and the study will need to encompass historic data from other markets. Based on the success of similar projects in other cities including San Diego, we anticipate hiring a national firm for this study.

We look forward to working with you further on this project. Please contact us if you require any additional information.

Sincerely,

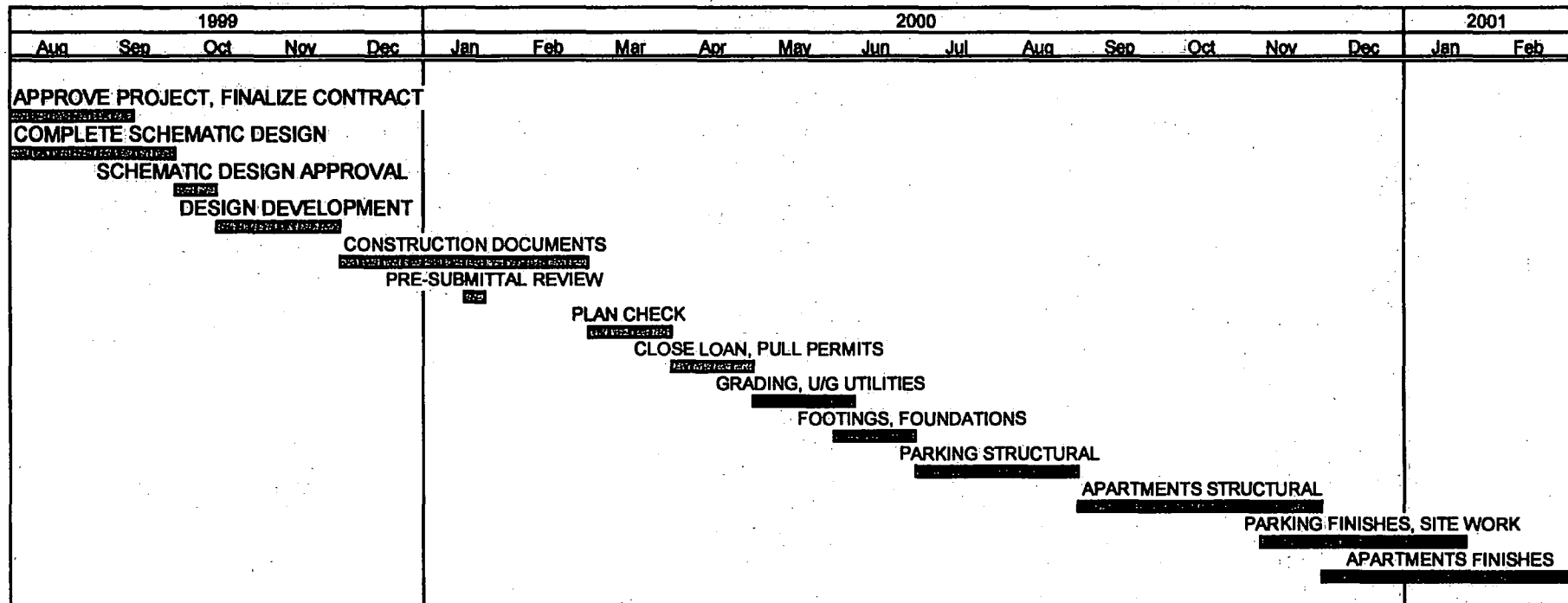


William Newbern
President

Enclosures: Draft Project Schedule

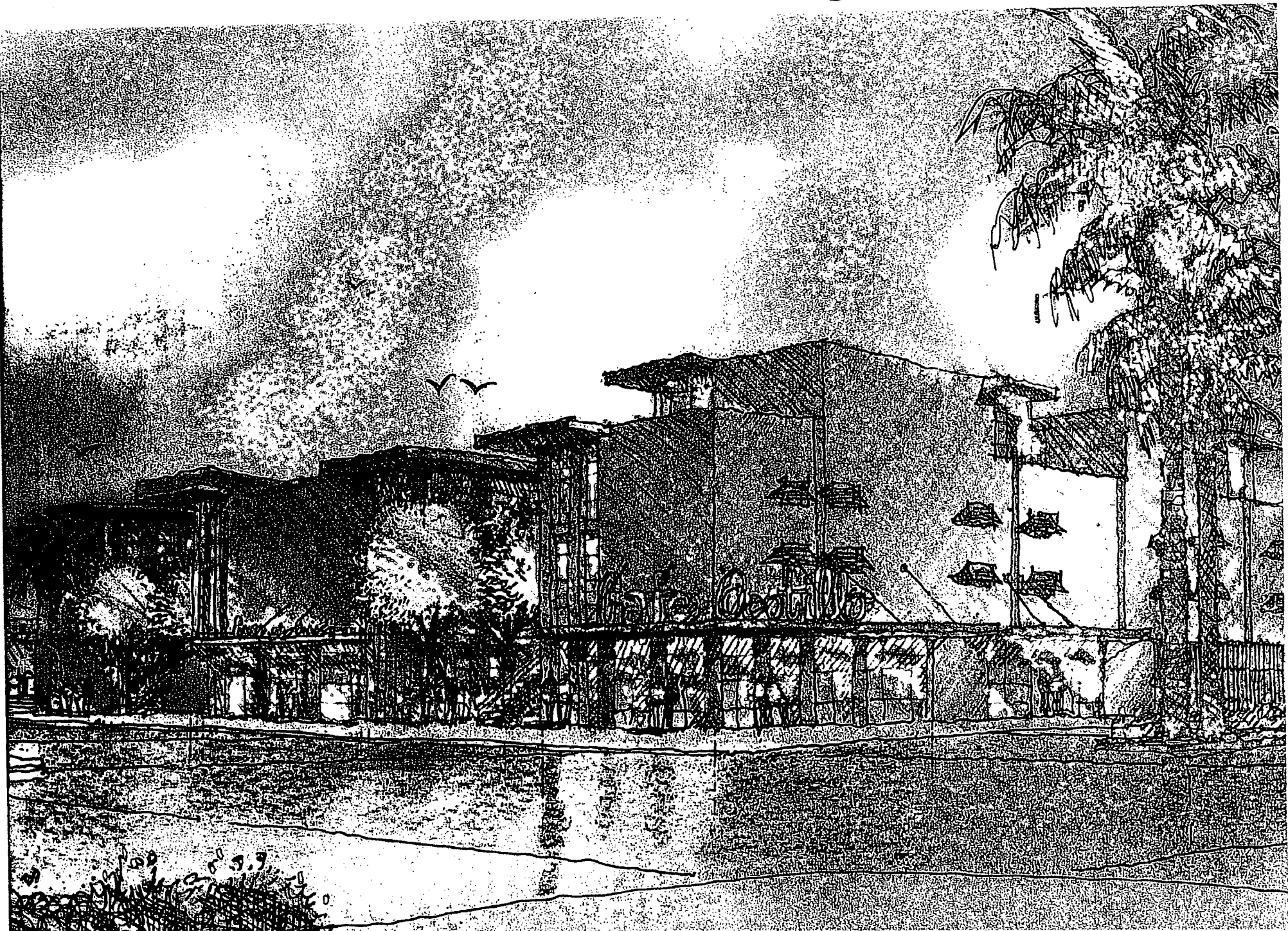
Financial statements: Tom Hom, Will Newbern

PRELIMINARY PROJECT MASTER SCHEDULE
SOUTHEAST CORNER - LAS VEGAS BOULEVARD AND GASS STREET
LAS VEGAS, NEVADA

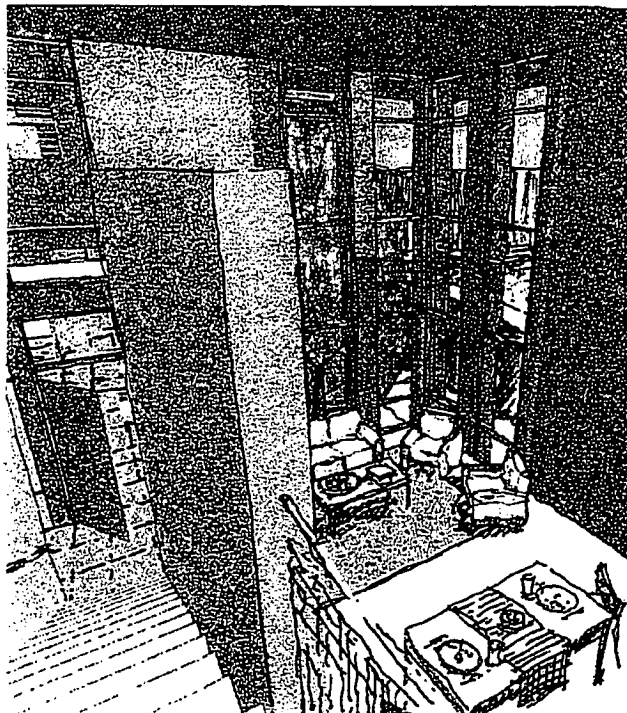


THE TOM HOM GROUP
 4408 30TH STREET
 SAN DIEGO, CALIFORNIA
 (619) 283-5515

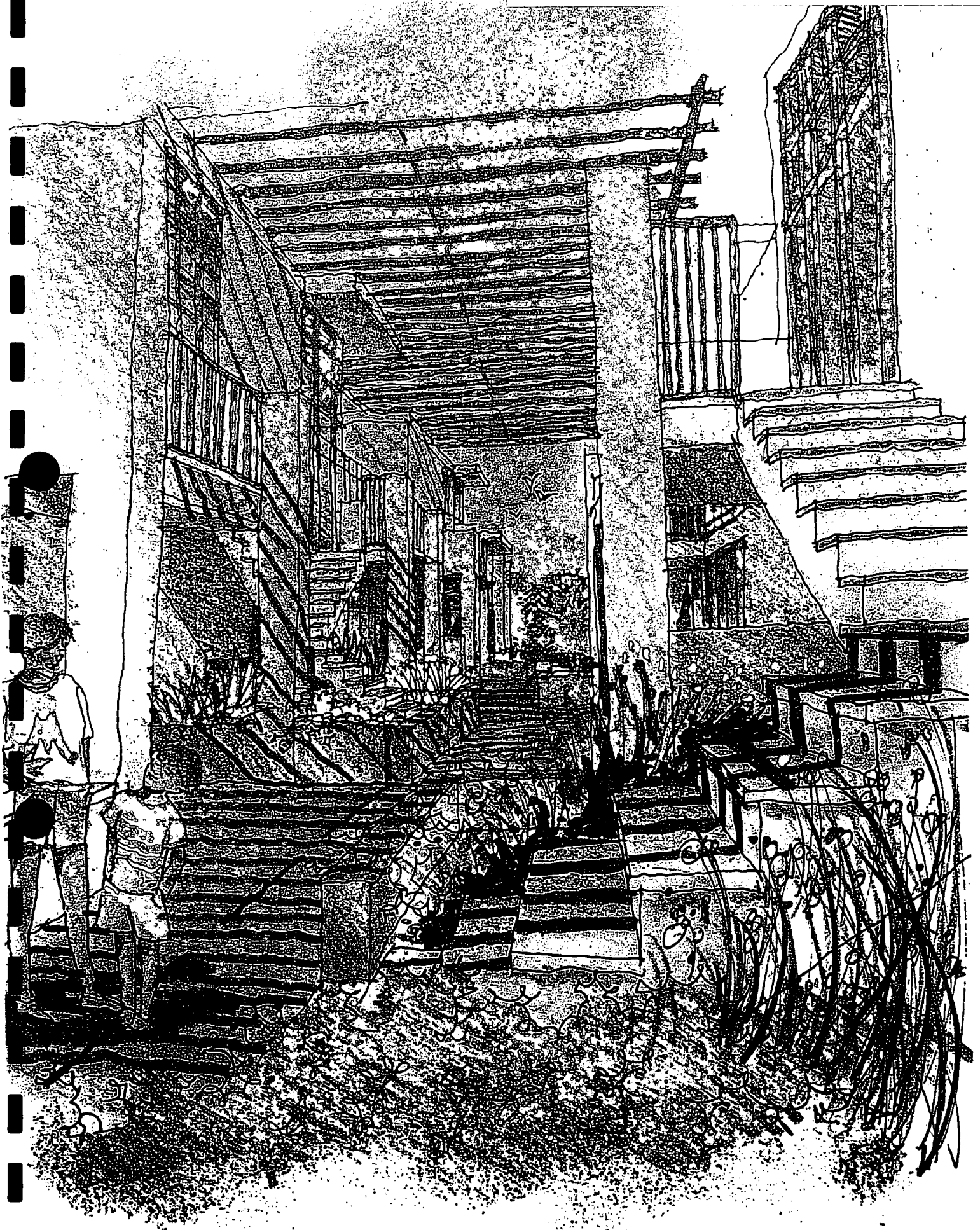
AUGUST 4, 1999

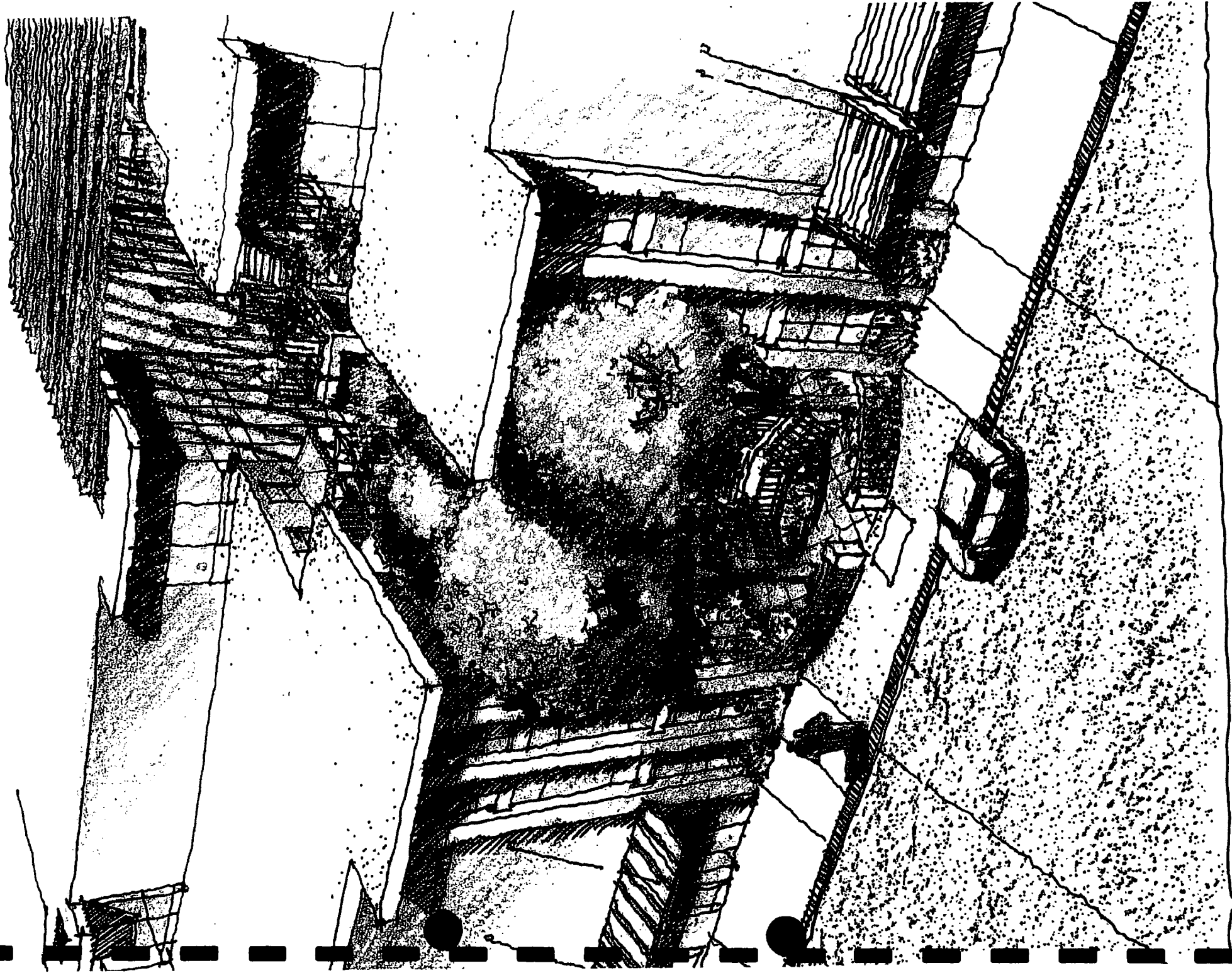


Le Octaine

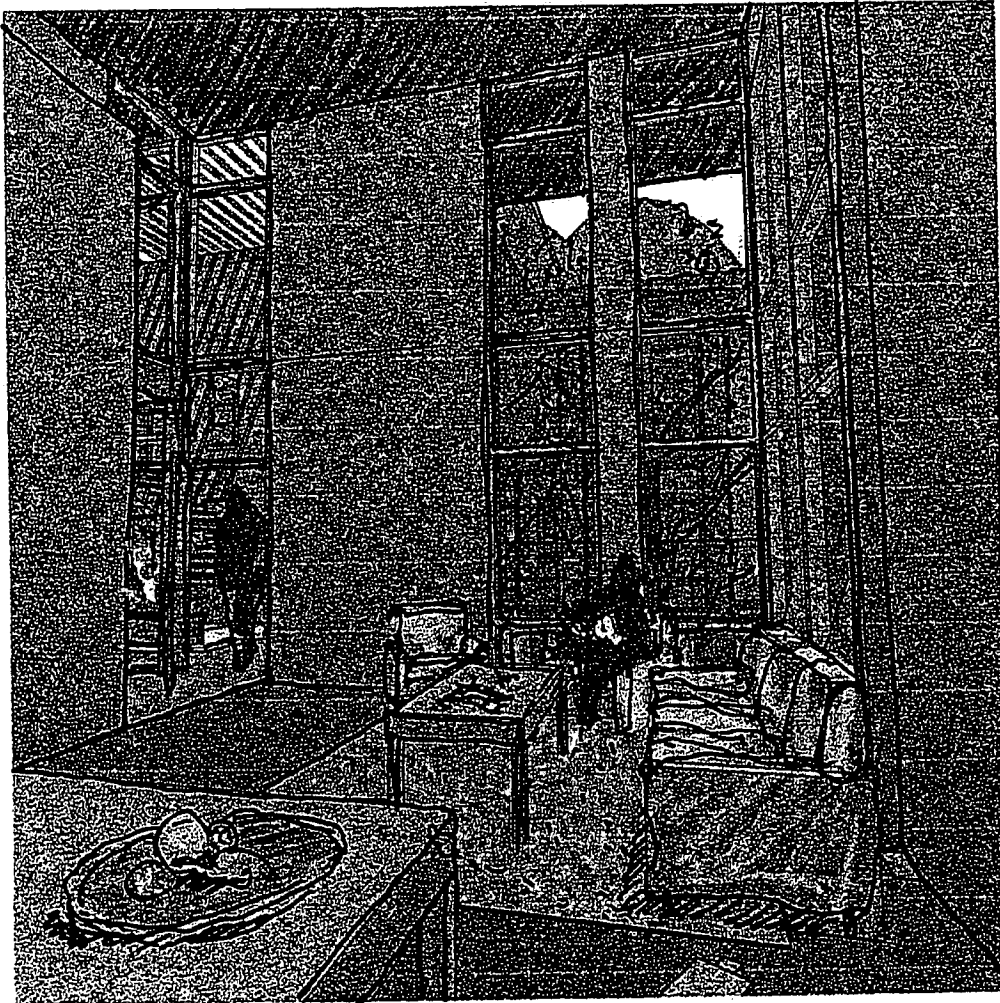


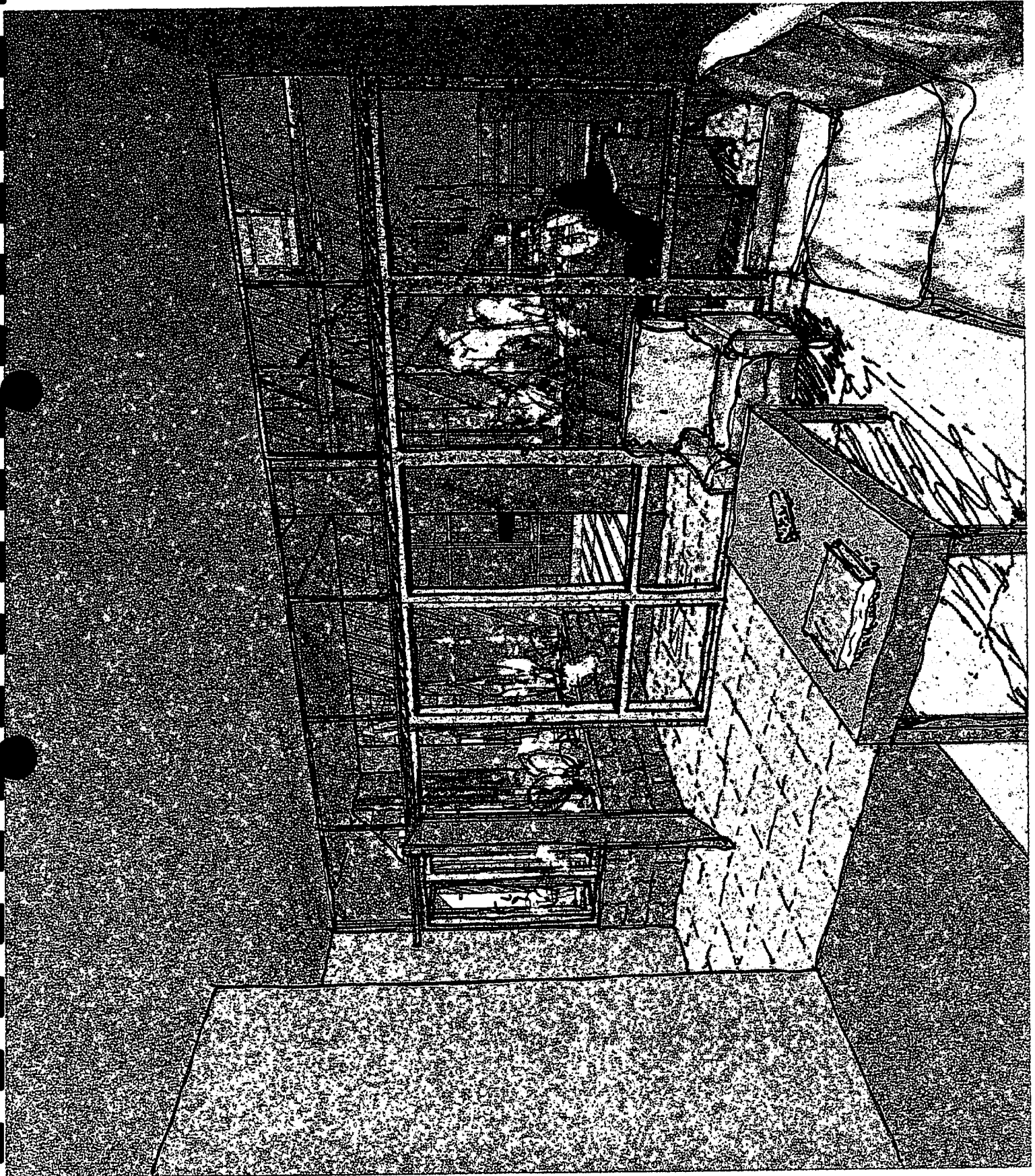
The Tom Hom Group
Rob Wellington Quigley, FAIA
July 29, 1999

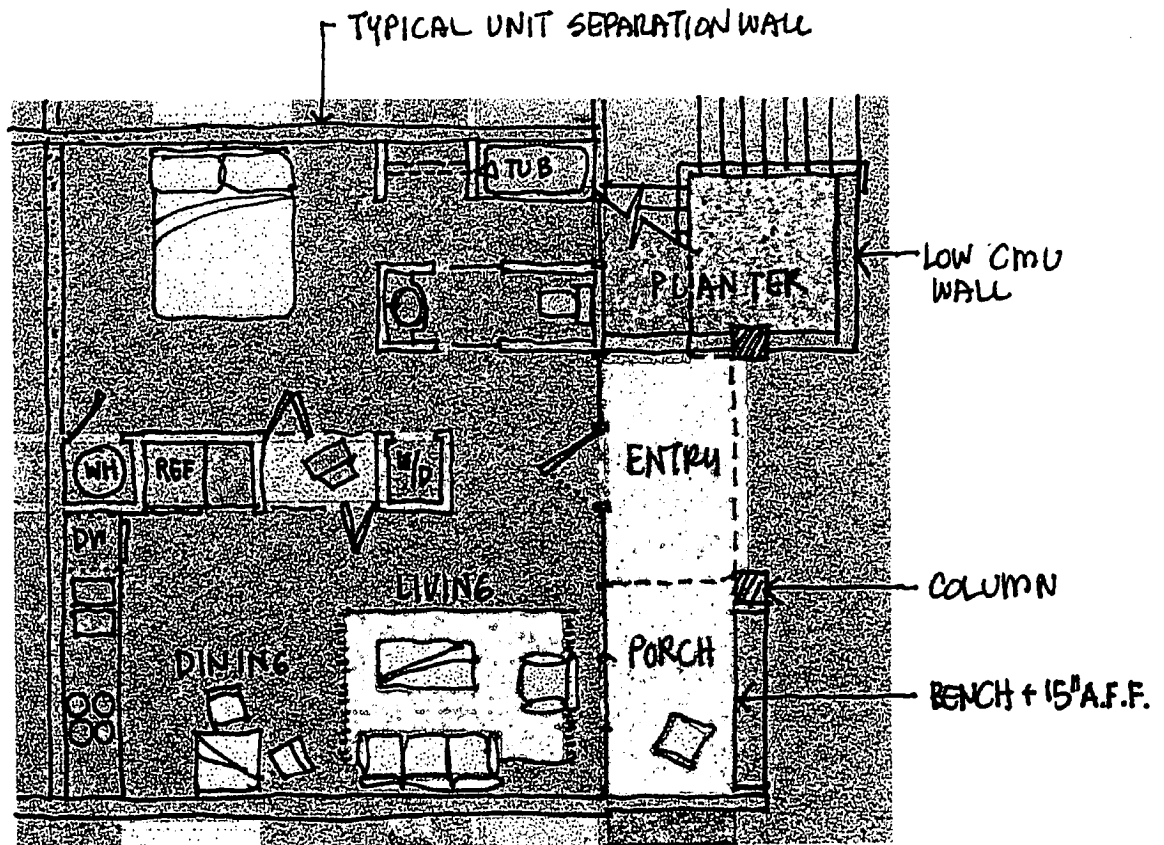






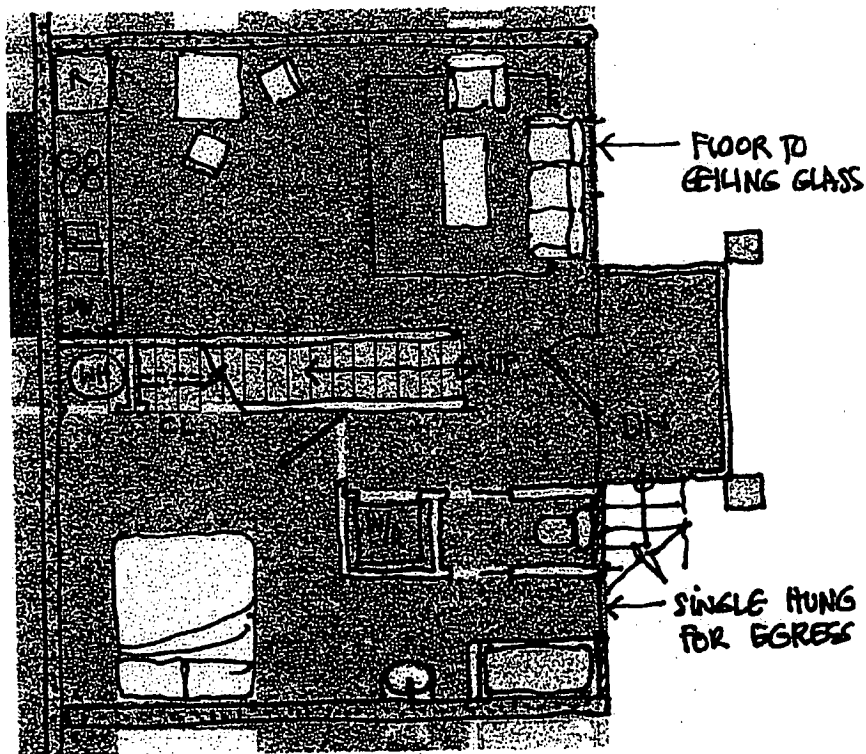






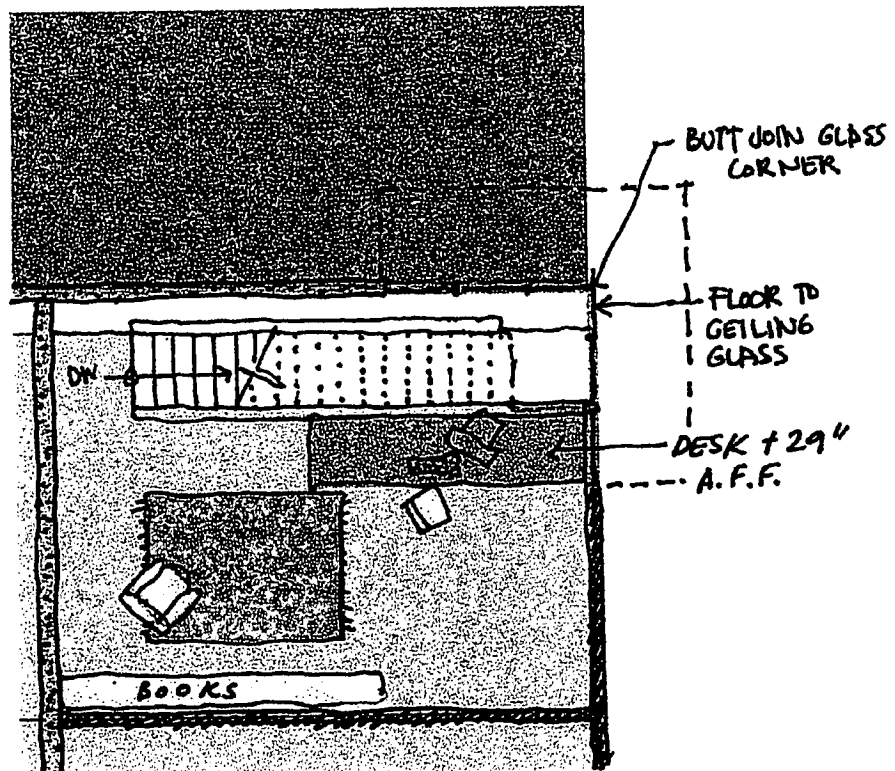
TYPICAL STUDIO (FLAT)

$1/8" = 1'-0"$



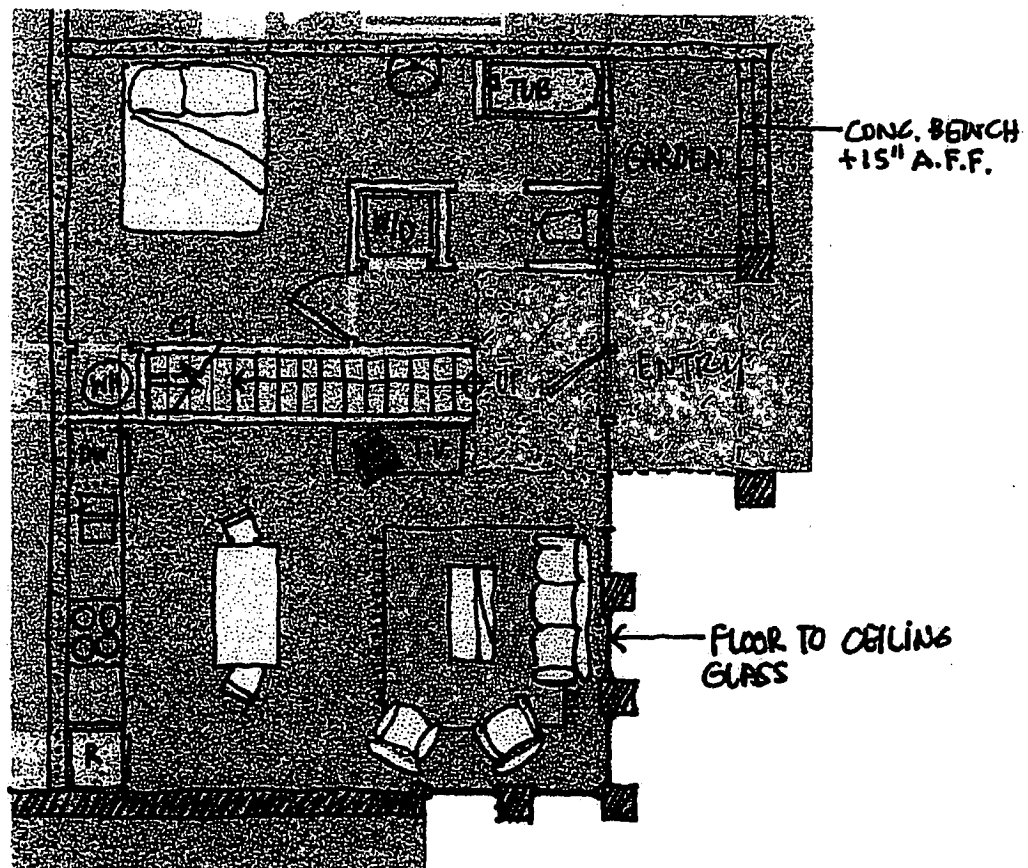
TYPICAL 1 BEDROOM w/ LOFT

$\frac{1}{8}'' = 1'-0''$

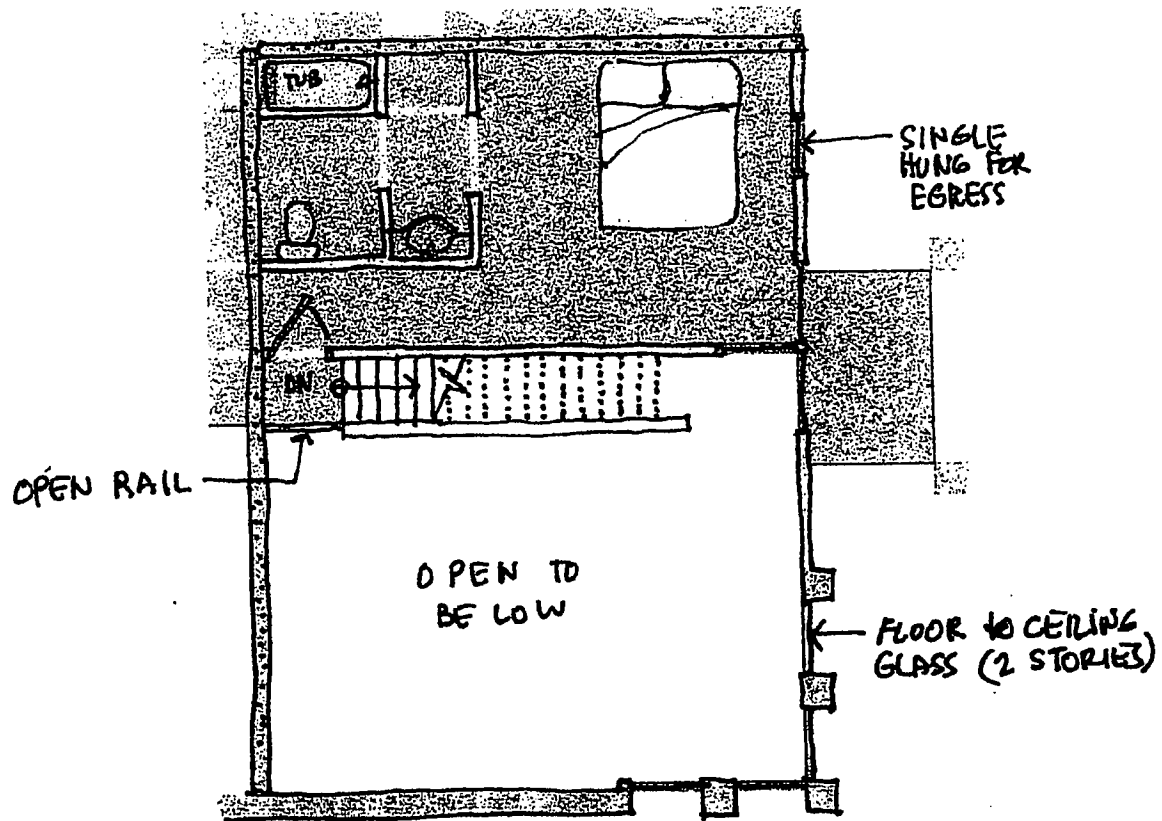


TYPICAL LOFT @ 1 BEDROOM

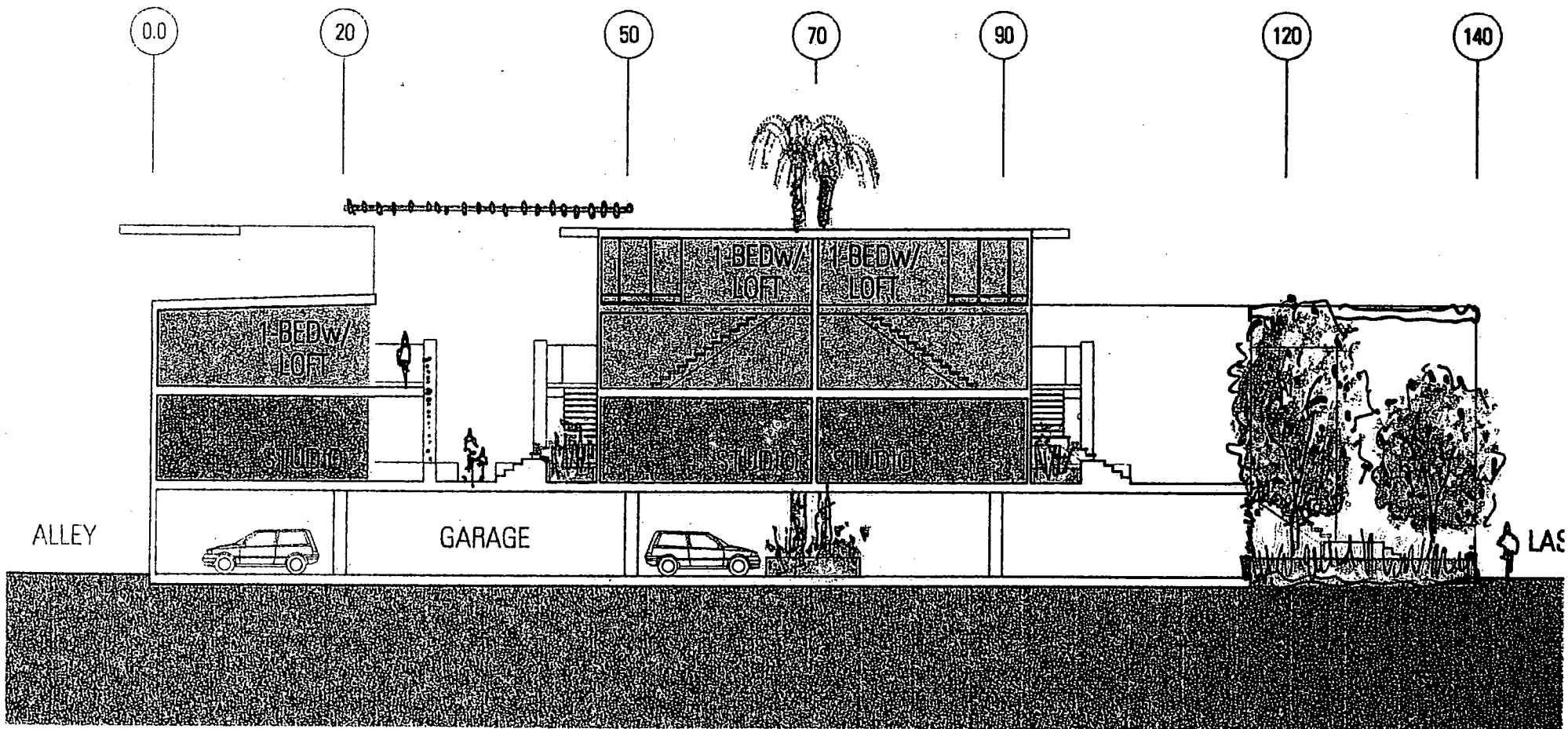
$\frac{1}{8}'' = 1'-0''$

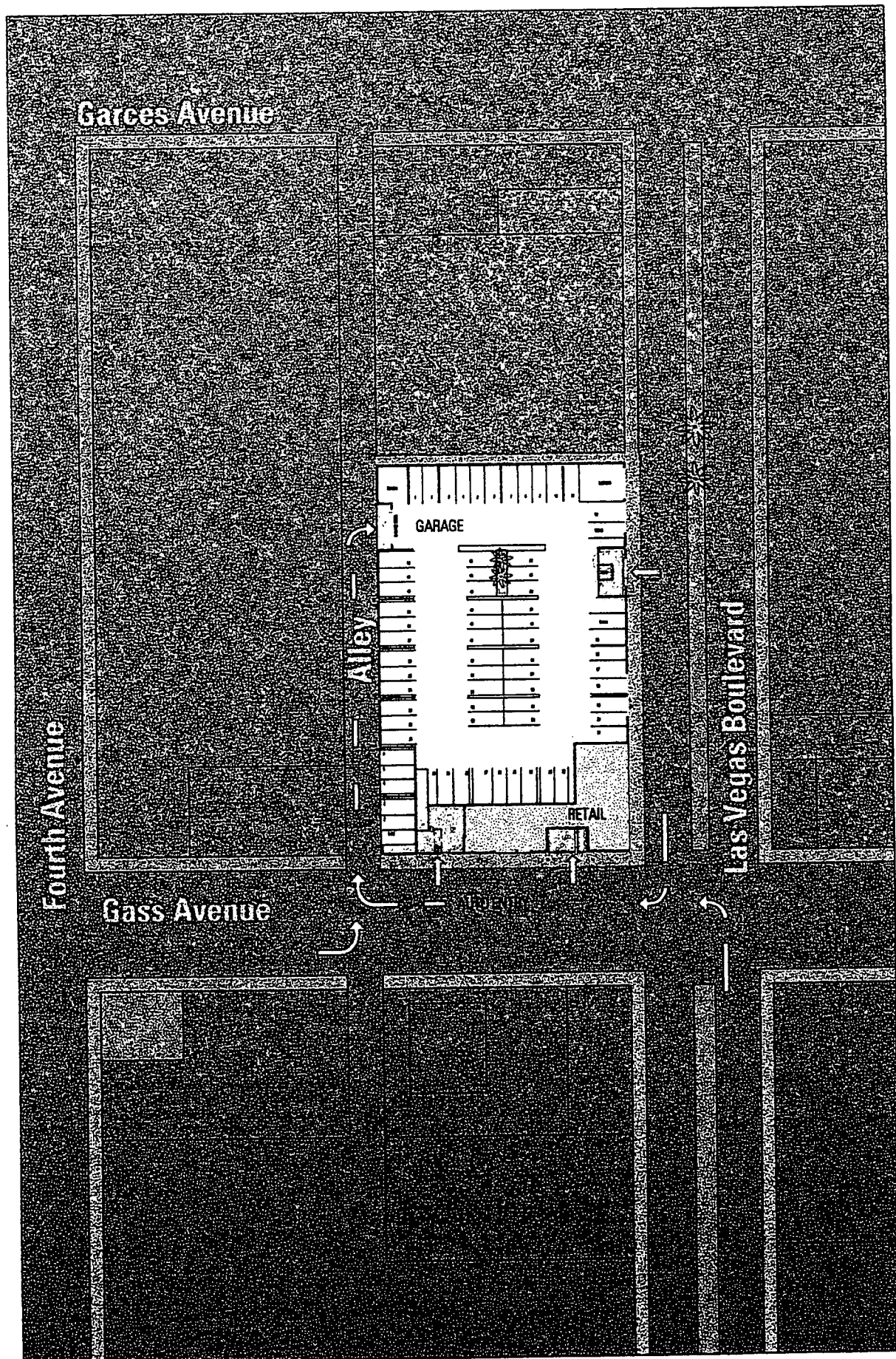


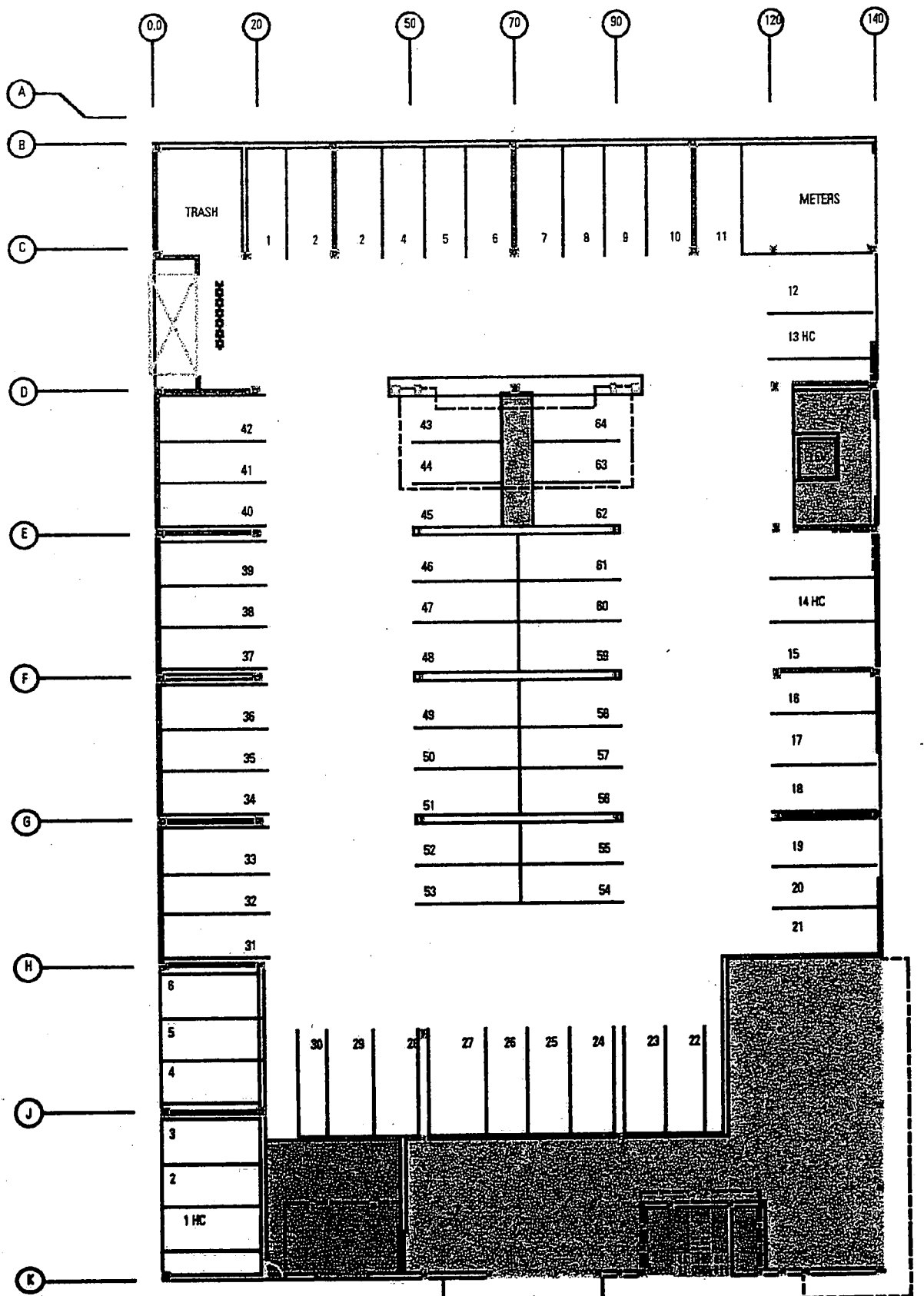
TYPICAL BASE @ 2 BEDROOM
1/8" = 1'-0"



UPPER FLOOR TYPICAL 2 BEDROOM
1/8" = 1'-0"

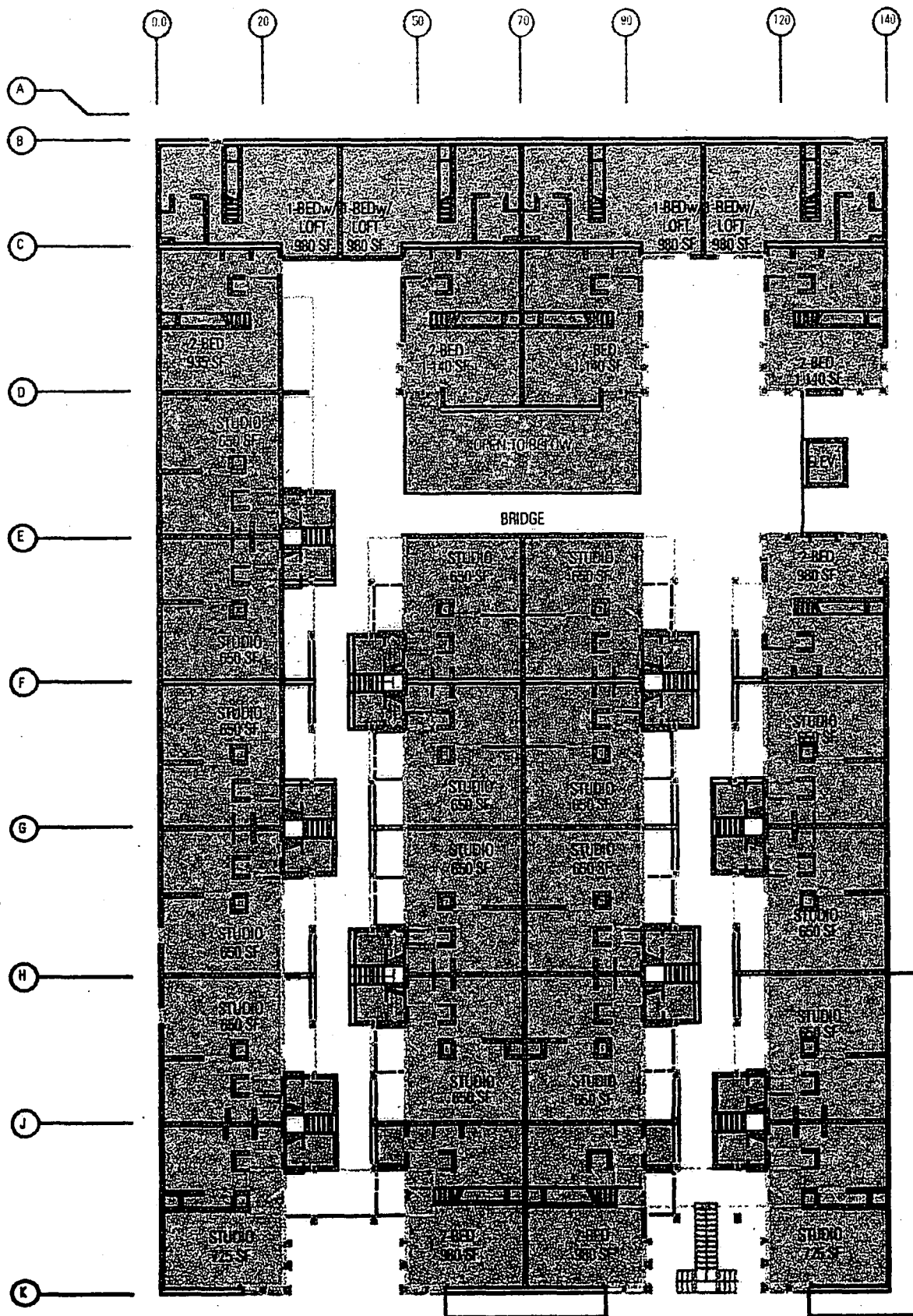






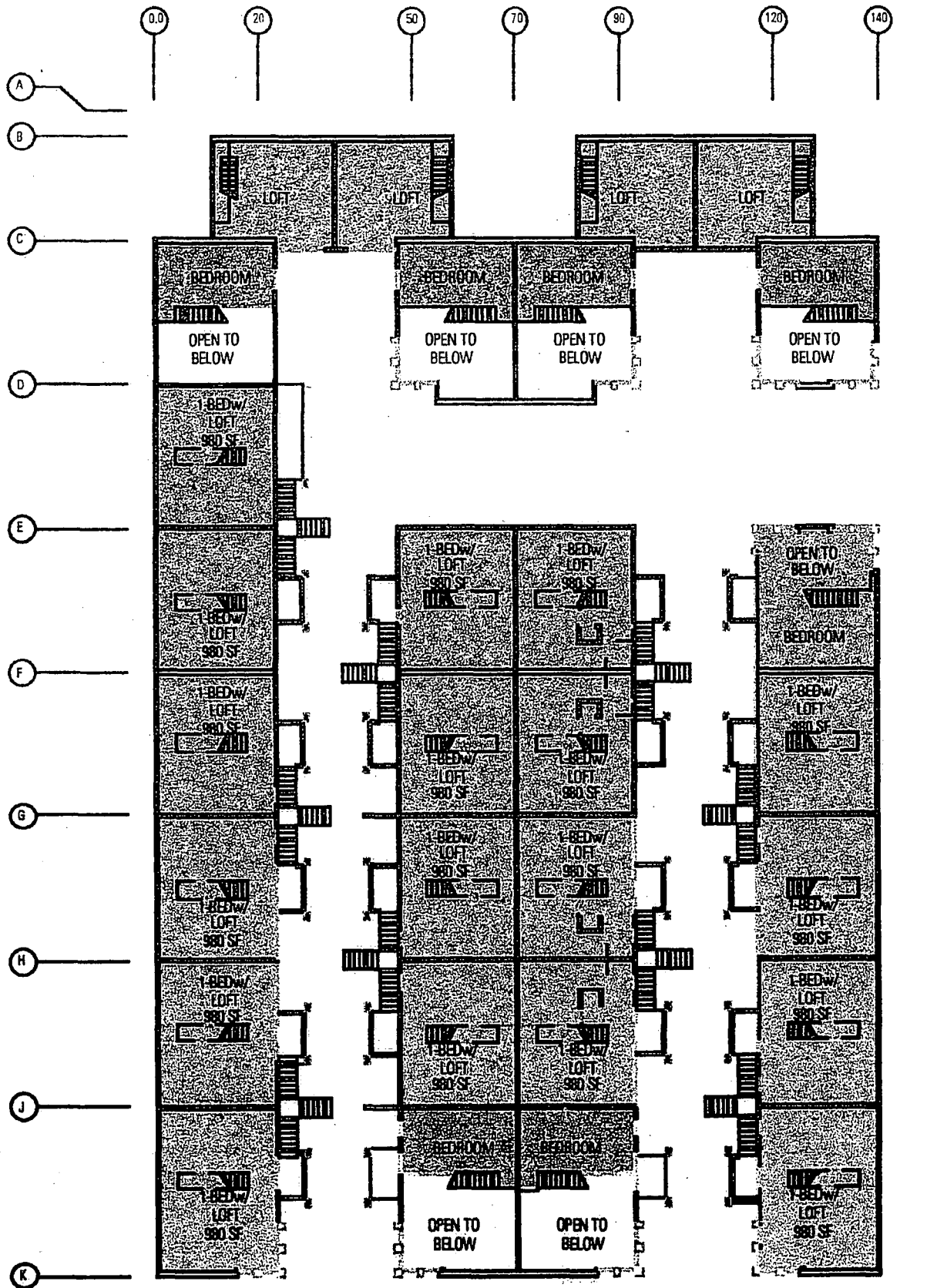
FIRST FLOOR PLAN

0 10' 20' 40'

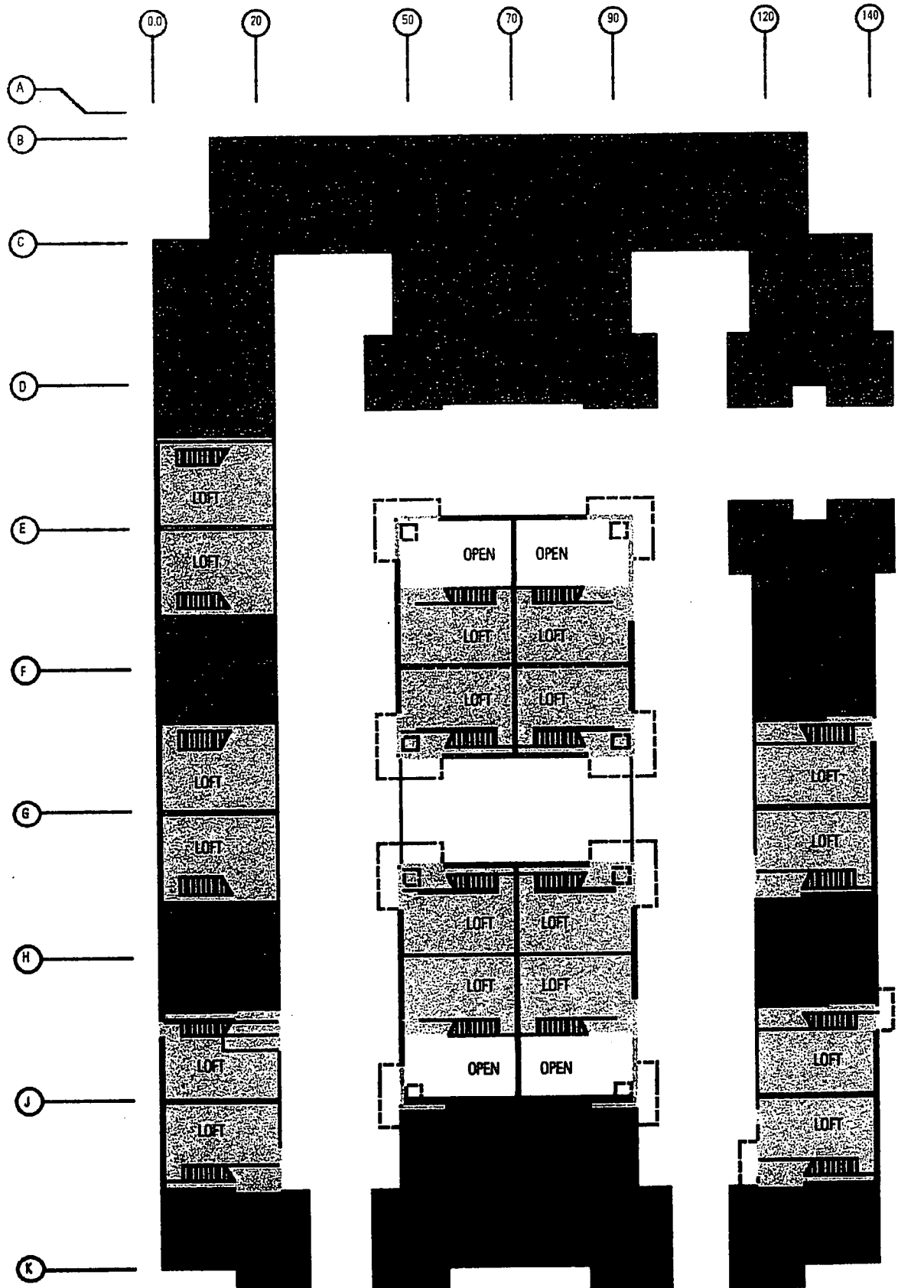


SECOND FLOOR PLAN

0 10' 20' 40'



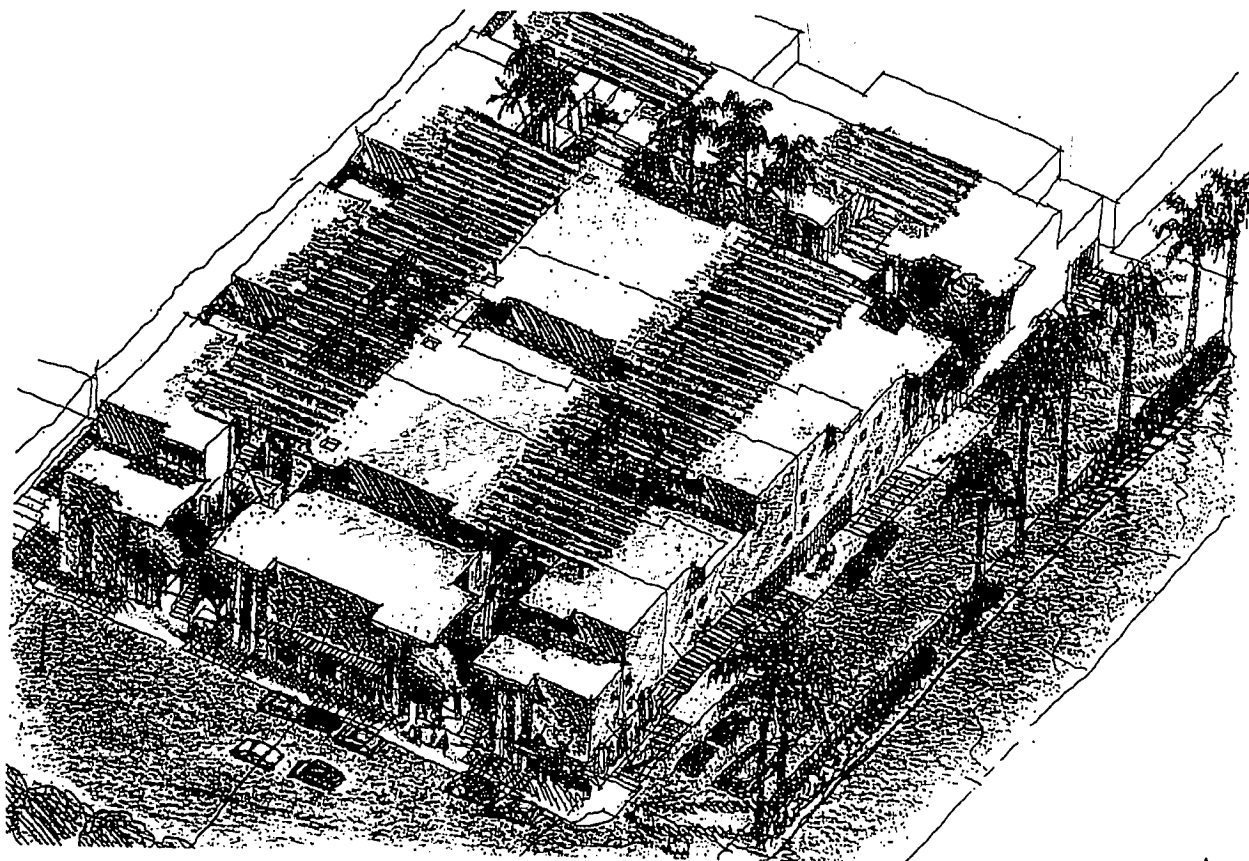
THIRD FLOOR PLAN



FOURTH FLOOR PLAN

0 10' 20' 40'

THE TOM HOM GROUP



A

COMPANY

PROFILE

THE TOM HOM GROUP
4408 30th Street
San Diego, CA 92116
619-283-5515

The Tom Hom Group - Overview

The Tom Hom Group, LLC is a San Diego based real estate investment group. The Tom Hom Group encompasses over 35 operating entities that develop, construct, own and manage various types of real estate investments. While the Tom Hom Group has expertise in commercial, industrial, apartments and historic properties, the firm currently focuses on the development and management of affordable and market-rate rental housing.

The Tom Hom Group is internationally recognized for a specialized area of affordable housing known as Single Room Occupancy or SRO housing. The Tom Hom Group has taken this concept and removed the social service aspect of SRO housing, targeting minimum income workers as the primary residents of their projects. The Tom Hom Group projects are recognized for their design, safety and management systems while also meeting a demand for housing that has not been provided successfully via other forms of housing.

Principals of the Tom Hom Group have extensive expertise in downtown redevelopment, having been involved in the formation of San Diego's historic Gaslamp Quarter, Asian Thematic District, Ballpark District and other redevelopment projects in downtown San Diego. Principals of the Tom Hom Group have volunteered thousands of hours of their time to local planning groups, neighborhood groups and advisory boards that report to the Mayor and City Council on matters pertaining to the redevelopment and growth of San Diego.

Many other cities in the United States, Canada and in Europe have sought the expertise of the Tom Hom Group, and the company is currently in the construction, design or negotiation stage on projects in some of these cities. These include Las Vegas, Phoenix, Reno, Santa Ana, and San Antonio as well as the home community of San Diego.

The Tom Hom Group is a privately held "for profit" company.

BIOGRAPHIES

The Tom Hom Group - Biography of Principals & Key Team Members

Tom Hom - Chairman and Principal

Tom Hom, was born and raised in San Diego, California to Chinese immigrant parents, and is among the City's most distinguished civic leaders. From 1962 to 1968, he was elected to the San Diego City Council and also served as Deputy Mayor of San Diego. During 1968 to 1970, Mr. Hom was elected Assemblyman for the 79th District in the California State Assembly.

Prior to entering the political arena, and after leaving politics, Mr. Hom operated real estate brokerage and investment businesses. Mr. Hom currently serves as Chairman of the Tom Hom Group. He holds or has held officer and director positions in a number of real estate and non-real estate related firms including Chairman of the Board of San Diego Television, Inc. and Vice Chairman of the Board of the Bank of San Diego. In addition he serves or has served as an officer and/or member of the boards of numerous significant community organizations including Chairman of San Diegans Inc, (the predecessor to Downtown San Diego Partnership), Director of the Urban League, Director of the San Diego Board of Realtors, Director of LEAD San Diego and Founding Chairman of the Gaslamp Quarter Association.

Community and Civic awards include the Center City Development Corp (CCDC) Director's Award, Gaslamp Quarter Foundation Award and The Downtown Partnership Association - Man of the Year Award.

Will Newbern - President, Chief Executive Officer and Principal

Mr. Newbern moved to San Diego in 1972 and obtained his real estate license in 1973, commencing his real estate career with Tom Hom at that time. He currently runs the overall operations of the Tom Hom Group and oversees the 35 operating entities and their 45 plus employees. Mr. Newbern has been involved in all aspects of the operation of the firm for the last 20 years. He is a licensed real estate broker in California and holds contractors licenses in California, Nevada and recently completed requirements for his license in Arizona.

Mr. Newbern has had significant experience in the organization and operation of investment entities engaged in real estate activities including brokerage, development, design, financing, new construction and rehabilitation of existing buildings and in property management.

In 1980 Mr. Newbern received the first award ever given for historic rehabilitation of a building in the Gaslamp Quarter, "The Quarter Award" for his restoration of the historic Stingaree Hotel, an SRO. Since then he has continued to be an advocate of both historic preservation and affordable housing.

Mr. Newbern has been and continues to be involved in a number of community activities, including Rotary Club of San Diego, East Village Association, Point Loma Community Presbyterian Church, La Jolla Cove Swim Club and the San Diego Yacht Club.

J. Scott Brown – Executive Vice President

Mr. Brown is a native of San Diego, and joined the firm after graduating from the University of Southern California in 1986. Mr. Brown assisted in the development of numerous projects during his early years with the Tom Hom Group including the San Diego SRO projects, Trolley Court and Peachtree Inn. He took a six and a half-year break from San Diego during the recession to develop real estate projects in Colorado. In Colorado, Mr. Brown's experience includes the development of over 2000 apartment units, golf course communities of over 3700 homes, industrial and office buildings. Mr. Brown returned to the Tom Hom Group earlier this year to assist and promote the development of affordable housing projects as the firm's Executive Vice President.

Mr. Brown's current lead responsibilities include planning and negotiating new development projects for the firm. His background in affordable housing development and construction helps the firm deliver projects that meet the current demands of the market and the community where the projects are developed. Additionally Mr. Brown assists Mr. Newbern on the day to day operations of the Tom Hom Group.

Mr. Brown is a member of the Downtown San Diego Partnership, the San Diego Yacht Club and holds a California real estate license.

Leslie A. Harvey – Chief Financial Officer

Mr. Harvey came to the Tom Hom Group in early 1999 after an extensive career in the financial arena where he specialized in underwriting and financing of affordable multifamily housing projects. He was recognized as a "HUD Chief Underwriter" for the delegated processing of Section 223(f), 221(d)(4) and 232 FHA Mortgage Insurance Programs. Since 1980, Mr. Harvey has specialized in financing of housing, and his resume includes work experience with the national firms P.W. Funding, WMF Huntoon Paige, and American Capital Resource. In HUD programs alone, he has participated in underwriting over \$500,000,000 in projects. In addition he has experience in retail banking and commercial lending with Great Western Bank.

Mr. Harvey's primary responsibility is to structure financing for the various Tom Hom Group projects, including equity and debt sources. He is involved in formation of new single asset entities which hold title to properties; negotiations with debt financing, tax credit and equity sources. In addition Mr. Harvey assists Mr. Newbern with investor group relations, new project analysis and the creation of operating budgets and their annual review.

Mr. Harvey is an avid skier, biker and swimmer.

Suzann Murray - Controller

Mrs. Murray has been with the firm since 1972 and manages the day to day financial operations of the firm. She is primarily responsible for audit control of the on site property management staff. In addition she produces all operating statements for the operating entities and directs outside CPA firms that provide accounting services for the firm.

Mrs. Murray volunteers her spare time to assist in the classroom in the El Cajon (California) School District. The district has recently honored her as the Volunteer of the Year.

David B. Berg – Asset Manager

Mr. Berg has been with the firm since 1989, when he joined as the first property manager for the then new SRO, Trolley Court. His prior management experience in old residential hotels gave him ideal "on the job training" for bringing a new, state of the art SRO on line. He currently oversees a property management and maintenance staff of 30 and handles all day to day operating issues of all properties in the Tom Hom Group portfolio.

His expertise includes the management of affordable residential properties, market rate housing, neighborhood commercial, tourist destination commercial, border commercial and industrial properties, historic buildings, mini storage and farmland.

Mr. Berg is additionally responsible for the operating success of new projects. He becomes responsible for the asset at the completion of construction and handles all phases of marketing and lease-up. He establishes operating criteria for each project, including the operations manuals. He assists Mr. Harvey in the development of property budgets. He hires all on-site management staff and interfaces with outside legal council on all property management legal matters. He is currently heading up the Y2K research and development issues that face operations within the company.

Mr. Berg is a member of the Institute of Real Estate Management and is a Certified Property Management candidate.

Angelique Kominski – Administrator and Office Manager

Mrs. Kominski has been with the firm since 1980. She is primarily responsible for the overall operation of the main office of the firm. In addition she administers all insurance coverage and bonding requirements for the various operating entities. She oversees the legal and organizational requirements of each entity under the Tom Hom Group umbrella.

In her spare time Mrs. Kominski assists her daughter Johanna in a company that specializes in aerial and construction photography, Aerial Advantage.

Richard Williams – Construction Manager (Williams CM)

Mr. Williams is responsible for the construction of all projects of the Tom Hom Group. He received his degree in Architecture from Texas Tech. Mr. Williams joins in the planning process of new projects and adds early expertise to value engineer the construction of the property so that it can be delivered on time and on budget.

Mr. Williams has been active in various phases of development since 1971. Since that time he has been a practicing architect and manager of several contracting firms, including most recently holding the position of Vice President and General Manager of M.H. Golden Company, now Centex-Rodgers. In 1988 he established Williams CM, a construction management and consulting firm, and it is through that company that he works with the Tom Hom Group.

Mr. Williams has an extensive background in all types of building construction and representative projects include apartments, SROs, churches, condominiums, single family homes, commercial shopping centers, historic rehabilitation and office buildings.

PROJECTS

The Tom Hom Group - Representative Project List:

Peachtree Inn - San Diego

The Peachtree Inn is the Tom Hom Group's flagship SRO. It consists of 300 SRO type apartment units and is located in downtown San Diego. The 18,000 square foot site is situated south of 'F' Street and bounded by 10th Avenue to the east and 9th Avenue to the west. It is within walking distance of Horton Plaza and all major downtown facilities. Peachtree is a 4-story building with a gross building area of 58,520 square feet. There is 2,850 square feet of retail space and a basement with 39 parking stalls and other facilities including laundry and service rooms.

The San Diego Housing Commission supported the construction of Peachtree by providing low interest rate funds for the construction. Peachtree took only 4 months to achieve 95% occupancy. It currently operates today at near 100% occupancy. Tenants stay for an average of 18 months, are 70% male / 30% female, and are an average age in the mid 40's.

Trolley Court - San Diego

Trolley Court is a four-story Single Room Occupancy (SRO) structure with 192 living units in downtown San Diego. The site is located on 12th Avenue just south of Broadway. Trolley Court has a total gross floor area of 31,485 square feet, including 9,309 square feet of semi-underground basement providing parking spaces for 20 vehicles. Trolley Court is on the main San Diego Trolley line and many of the tenants there enjoy the close access to public transportation. The average stay at Trolley Court is 22 months. The male to female ratio is 80/20 and the average age is early 40's.

This project is strongly supported by the San Diego Housing Commission who provided a low interest loan to assist in the construction of the project. Trolley Court was the recipient of the Housing Commission's Shelter Award given to groups or individuals in recognition of outstanding contributions made toward expanding affordable housing opportunities. Trolley Court also won the prestigious "Gold Nugget Award" for the best multi-family affordable housing project.

Campaigne Place - Las Vegas

Campaigne Place in Las Vegas is the firm's newest SRO. Slated to open in the end of 1999, Campaigne will increase the standard of SRO housing. The property will consist of 320 SRO units. It is located on the site where the Las Vegas Hospital once stood, just four blocks from the heart of downtown Las Vegas redevelopment and the Freemont Street Experience. The property is located at Eighth Avenue and Stewart Street.

Tenants of this project will enjoy easy access to the downtown employment base as well as have easy access to public transportation, which can transport them to outlying areas. The project is the first project by the Tom Hom Group to be designed by nationally recognized architect Rob Wellington Quigley. It is also the first four-story wood frame building to be built within the City of Las Vegas.

Highland Square – San Diego

This is the first mixed-use commercial and residential project to appear in City Heights in decades. It is located on University Avenue in East San Diego. The project consists of approximately 5,600 square feet of commercial space on the first floor and 2 bedroom units on the first and second floors in two buildings. The design concept enhances the pedestrian experience by providing landscaped walkways both within the project site and on public right of way. The residential units are designed to provide a sense of separation and privacy. Access is through security gates and all units have independent outside courts accessible through a wide landscaped promenade. It is interesting to note that business owners who occupied commercial space also rented apartments in the project as their residences, or for key employees.

Bernardo Hills Plaza – Escondido, California

This neighborhood shopping center is located at the north west corner of Citracado Parkway and South Centre City Parkway in Escondido, California. It consists of approximately 16,000 square feet of in line commercial space and two pad users.

Marlborough Avenue Apartments – San Diego

A modern 62-unit apartment project built in conjunction with Mid City Plaza / City Heights Plaza developments, was built in three phases and is located on Marlborough Avenue in East San Diego. The units vary in design and are fully equipped with major appliances. There are 6 buildings, including both 1-bedroom and 2-bedrom units. Facilities include laundry rooms and 2-car garages and several covered carports. A security fence with an intercom system for each block provides security for the tenants. The target market is families on a fixed income. The project enjoyed 100% occupancy immediately upon completion.

Mid City Plaza / City Heights Plaza – San Diego

These two projects across the street from each other on University Avenue are the commercial complement to the Marlborough Avenue Apartments. The commercial portion of the project includes 36,000 square feet of commercial space and a freestanding restaurant. The project enjoyed immediate occupancy, and initial rents were 20% above projections.

Tecate USA – Tecate, California

Originally 150 acres of commercial, industrial and residential land, The Tom Hom Group has sold or developed approximately 60 acres of this property so far. Users include the US Government for a border crossing, customs house brokers, a church, retail users and residential users. Full build out is expected to take another 10 years. The Tom Hom Group is working with the community to develop a fully operational water and sewer system for the town.

Mission View – San Diego

This 2.28-acre site is currently being developed into eight for sale residential homes. The site overlooks Mission Valley, in the Hillcrest area of San Diego. The homes are expected to sell for just under \$300,000. One home will be held and designed to accommodate the specific needs of a buyer that may have special access requirements.

State and Cedar – San Diego

This eight-unit "zero lot line" for sale housing project is located in the Little Italy area of downtown San Diego on a 10,000 square foot lot. The target market is urban professionals working in the downtown area. The homes are expected to sell for \$250,000 to \$325,000. One home will be held and designed to accommodate the specific needs of a buyer that may have special needs or construction requirements.

Farmers Bazaar – San Diego

This tourist oriented retail center was developed as a farmers market by the Tom Hom Group and was originally located in the historic carriage works building of the Western Metals complex in downtown San Diego. When a fire destroyed the building in 1989, the Tom Hom Group moved the operation to another warehouse in the complex where it remains today. Tenants include restaurants, shops and a produce market and cater to tourists, locals and workers in the downtown area.

Pacific Holding – San Diego

This building was the first holding of the Tom Hom Group in the Gaslamp Quarter. The building was the original home of San Diego Trust and Savings Bank. When purchased, the Tom Hom Group restored the building to maintain it's original integrity while allowing retail and office tenants to fit into the growth of the Gaslamp Quarter. Tenants include a ground floor gift shop and multiple office tenants that desire to be in the heart of the growth of Gaslamp.

L'OCTAINE

The Tom Hom Group – L'Octaine – Las Vegas

The Tom Hom Group is proposing to develop a City of Las Vegas owned site on Las Vegas Boulevard and Gass Street. The property is approximately 31,500 SF and currently is used as a public parking lot. The site is an idea application of the expertise the Tom Hom Group has with mixed-use and affordable projects.

The Tom Hom Group reviewed the site and current market, and believes that the prominence of the site calls for a project that has a high level of architectural integrity. The Tom Hom Group selected nationally renowned architect Rob Wellington Quigley. His responsibility was to integrate a building into the site that will be an immediate success due to it's design and scale, while also becoming a cornerstone of future development as the neighborhood continues its transformation and continued redevelopment. The Tom Hom Group and Quigley refer to the project as "L'Octaine"

The target market for "L'Octaine" is primarily the young professional workforce that will be attracted to the downtown housing market because of both the new Federal Building and law firms and other businesses that will be expanding downtown because of the Federal Building. Close proximity to the employment base, and public transportation will enhance the urban living experience for the residents. The design and development team have created a mixed use, mixed income (60% affordable units) project that will enhance the downtown living experience for the residents. It will greatly improve the neighborhood and be a model for future projects that private enterprise will want to develop in Downtown Las Vegas. It is the Tom Hom Group's belief that this is the type of building structure and living environment that attracts a resident base interested in cultural and artistic activities. In the Tom Hom Group's experience these are typically the driving forces behind successful neighborhood revitalization efforts.

"L'Octaine" consists of 47 flats and loft apartment units plus 3,250 square feet of commercial space. The street level commercial space will be designed to accommodate a restaurant, but can lend itself to neighborhood commercial uses that will provide conveniences to the community. Separate parking is provided for the retail space. All parking is at ground level, and the residential parking will be secured and covered by a concrete podium that supports the three levels of apartments.

The apartments will consist of 18 one bedroom flats, 22 one bedroom loft units (with the flexibility of the loft to be used as a guest / second bedroom), and 7 two bedroom apartments. This unit mix gives the most opportunity for flexibility as actual marketing and rent-up defines the market. Open-air interior walkways will provide a garden atmosphere with a trellis design to shade the interior courtyards from the intense sun and heat. Access to the apartment walkways and gardens will be limited to tenants and their guests.

Each apartment unit will be built with all the modern kitchen appliances including microwave, dishwasher, trash compactor, and individual washer and dryer units in each apartment. Each unit will also have high-speed data access pre-wired, along with cable television and multiple telephone lines. The Tom Hom Group believes that these features are in demand by the young professionals that will be the target market for "L'Octaine".

The financial analysis and budget in this application package reflect the Tom Hom Group assumptions regarding the city contribution of the land, a waiver of permits and fees and a five-(5) year waiver of property taxes to assist the project reaching stabilization. Assumptions are based on evaluation of the risk associated with the location of the site, the existing neighborhood activities and businesses, and recognizing the beginning stage of revitalization of the neighborhood.

The Tom Hom Group currently has its first Las Vegas project under construction, "Campaigne Place" at 8th and Stewart. The Tom Hom Group will be opening this project before year-end 1999 and will have a local property management staff in place. It is the intention of the Tom Hom Group to hire additional property management staff to manage the proposed project, including a resident manager. The close proximity of "Campaigne Place" to "L'Octaine" along with the Tom Hom Group's current long-term commitment to the City of Las Vegas will provide a project that will be a quality showpiece for years to come.

PERFORMANCE BOND**ISSUED IN DUPLICATE**BOND NUMBER 21-79-53
DATE EXECUTED 7/27/99

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 ~~\$303,817.15~~, 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. 99-1730.34-RC, of the City's specifications, entitled SCOTCH 80'S PAVEMENT RECONSTRUCTION

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 27TH day of JULY, 19 99

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

LAYNE & ASSOCIATES

(Resident Agent)

15998

(State of Nevada, License Number)

LISA D. STEVENS, #52054

(Appointed Agent Name)

By: Lisa D. Stevens

(Signature)

Address: 4045 S. SPENCER, 4TH FLOORLAS VEGAS, NV 89119Telephone: 702-385-3955

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

LAS VEGAS PAVING CORPORATION

(Principal Contractor)

Jay N. Smith V.P.

(Authorized Representative and Title)

By: [Signature]

(Signature)

Surety: AMERICAN HOME ASSURANCE COMPANY10051

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: Carolyn Pinther

(Signature)

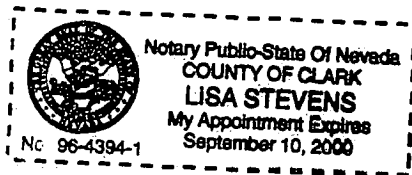
Address: 175 WATER STREET, 6TH FLOORNEW YORK, NY 10038Telephone: 212-458-1615

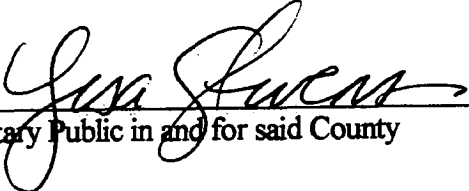
ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

State of Nevada

County of Clark

On this 27th day of July, 1999, before me a Notary Public, personally appeared, **CAROLYN PINTHER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of **AMERICAN HOME ASSURANCE COMPANY** and acknowledge to me that he (she) subscribed the name of **AMERICAN HOME ASSURANCE COMPANY** hereto as surety, and his (her) own name as Attorney-in-Fact.




Notary Public in and for said County

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 46

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****ADMINISTRATIVE - DISCUSSION**

74

Discussion and possible adoption of the Clark County Multiple Species Habitat Conservation Plan

M. McDONALD - APPROVED ADOPTION - UNANIMOUS

DEPUTY CITY MANAGER SELBY commented that the proposed plan will expand the present Desert Tortoise Conservation Plan. He introduced JOHN SCHLEGEL, Clark County Department of Comprehensive Planning, and CINDY TRUELOVE, Administrator for the Desert Conservation Plan.

MS. TRUELOVE explained that the subject plan is designed to build on the very successful Desert Conservation Plan for the Desert Tortoise, and it has received national recognition for being the nation's most publicly consensus-base habitat conservation plan. While Clark County is happy to facilitate the plan, it is a stakeholder plan. The City of Las Vegas is one of the stakeholders in developing this Multiple Species Plan that will bring conservation dollars to cover 78 plant and animal species in addition to the Desert Tortoise. This will allow for pro-active conservation measures to keep from listing more species. The emergency listing of the Desert Tortoise in 1989 actually threatened the Las Vegas economy. With the new no-surprises rule under the Endangered Species Act, good dollars can be spent up front without increasing the land disturbance mitigation fee.

MR. SCHLEGEL interjected that the plan is rather unique in that a consensus was achieved between the development community and the environmental community.

COUNCILMAN McDONALD confirmed with MS. TRUELOVE that the subject plan will not diminish funding for the conservation of Desert Tortoises. MS. TRUELOVE added that it will allow for more funding.

COUNCILMAN BROWN noted that the Plan is very pro-active.

There was no further discussion.

(9:48 - 9:53)

1-1423

*City of Las Vegas***CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999****AGENDA DOCUMENTATION****TO:**
THE CITY COUNCIL**FROM:** DOUGLAS A. SELBY
DEPUTY CITY MANAGER**SUBJECT:** Discussion and possible adoption of the Clark County Multiple Species Habitat Conservation Plan**PURPOSE**

To expand the number of plant and animal species located on nonfederal lands in Clark County and Nevada Department of Transportation Rights-of-Way in Clark, Lincoln, Esmeralda and Nye Counties that may be taken under the Federal Endangered Species Act from one (Desert Tortoise) to seventy-nine.

(Bound copies of the Clark County Multi Species Habitat Conservation Plan have been submitted to the City Clerk's office under separate cover.)

FISCAL IMPACT

None

RECOMMENDATION

It is the recommendation of the Deputy City Manager that the Council adopt this plan.

Agenda Item

74

**THERE IS ADDITIONAL
BACKUP FOR THIS ITEM:**

BACKUP:
**Clark County Multiple Species
Habitat Conservation Plan and
Environmental Impact
Statement**

LOCATION:
Backup, # 59

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 47

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

75

ABEYANCE ITEM

Appeal of Work Card Denial:

Mr. Barry D. Davis
2416 Lexington Street
North Las Vegas, Nevada 89030

M. McDONALD - Motion to uphold the action of the Las Vegas Metropolitan Police Department and DENY the work card - UNANIMOUS

The appellant was not present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, reported that MR. DAVIS was denied a work card due to his convictions for petty larceny and battery in 1994. MR. DAVIS also failed to disclose all his arrests (thirty-four) and citations (two) on his work card application. NRS 6.48.060 prohibits any person convicted of a crime involving moral turpitude from working for a licensed security agency.

MR. GOODMAN noted that he supported the motion for denial because of the conviction and not because of the arrests. He also did not believe that MR. DAVIS intentionally misrepresented his work card application.

There was no further discussion.

(9:53 - 9:56)

1-1606

76

Appeal of Work Card Denial:

Ms. Jacqueline Bass
814 North 1st
Las Vegas, Nevada 89106

M. McDONALD - APPROVED subject to a six-month review and that any future arrests be reported to the Special Investigations Bureau of the Las Vegas Metropolitan Police Department within 48 hours - UNANIMOUS

JUANA JORDAN, Employee and Training Specialist, State of Nevada Department of Welfare, appeared on behalf of MS. BASS, who could not be present due to her involvement in an automobile accident.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, indicated that failure to complete the referral form by MS. BASS was probably an oversight, because he confirmed that MS. BASS' employer is aware of all the charges. Also, MS. JORDAN assisted MS. BASS in obtaining the job and the Welfare Section had a document that was not presented at the time of the work card appeal.

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 48

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

Appeal of Work Card Denial:

Ms. Jacqueline Bass - Continued
 814 North 1st
 Las Vegas, Nevada 89106

MS. BASS was denied a work card due to her convictions - battery/domestic violence in 1990 and 1993 and ITS drugs in 1991. The report for the 1993 domestic violence incident indicated that it involved a minor altercation between MS. BASS and her sister.

Due to the efforts of MS. BASS to obtain this position, the contact with both MS. JORDAN and the employer, and the fact that MS. BASS would be working as an aide under the guidance of a teacher at all times, a temporary work card was issued. The Las Vegas Metropolitan Police Department recommended a work card be granted, subject to a six-month review and that any interim arrests or citations be reported within 48 hours to the Special Investigations Bureau of the Las Vegas Metropolitan Police Department. If MS. BASS should seek work at another daycare location, she would need to inform that employer of her arrest record as well.

MAYOR GOODMAN commended the Las Vegas Metropolitan Police Department for its efforts to help the citizenry while protecting the public. He is starting to get a sense of real community relationship developing as a result of some discussions.

MS. JORDAN applauded the Las Vegas Metropolitan Police Department for its efforts in assisting MS. BASS and some of her other clients she has referred to the Police Department. This case really speaks to the success of the Welfare-to-Work Program.

There was no further discussion.

(9:56 - 9:59)

1-1701

RECEIVED
CITY CLERK

1999 JUL 23 P 3: 58

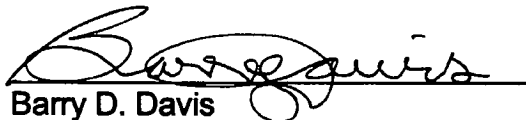
July 23, 1999

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,



Barry D. Davis
2416 Lexington Street
N. Las Vegas, NV 89030



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
ANNETTE B. McDONALD

CITY MANAGER
VIRGINIA VALENTINE

July 23, 1999

Barry D. Davis
2416 Lexington Street
N. Las Vegas, NV 89030

Re: **WORK CARD APPEAL**

Dear Mr. Davis:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of August 4, 1999.

Your appeal is scheduled to be heard during the morning session of the meeting which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

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

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

Sincerely,

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

/epc

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

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

RECEIVED
CITY CLERK

1999 JUL 28 P 3:23

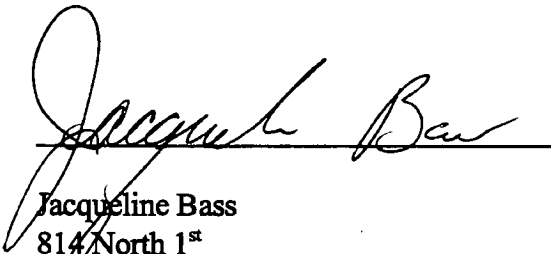
July 28, 1999

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,

A handwritten signature in cursive script, appearing to read "Jacqueline Bass", is written over a horizontal line.

Jacqueline Bass
814 North 1st
Las Vegas, NV 89106



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD

CITY MANAGER
VIRGINIA VALENTINE

July 28, 1999

Jacqueline Bass
814 North 1st
Las Vegas, NV 89106

Re: **WORK CARD APPEAL**

Dear Ms. Bass:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of August 18, 1999.

Your appeal is scheduled to be heard during the morning session of the meeting which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

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

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

Sincerely,

A handwritten signature in cursive script, reading "Beverly K. Bridges".

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

/epc

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

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

CITY COUNCIL**MEETING OF**

August 18, 1999

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

Page 49

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE**ITEM****ACTION****CITY ATTORNEY - DISCUSSION**

77

Appeal of Work Card Denial:

Loretha Smith
1208 "E" Street, Apt. #1
Las Vegas, Nevada 89106

M. McDONALD - Motion to uphold the action of the Las Vegas Metropolitan Police Department and DENY the work card - UNANIMOUS

The appellant was not present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, reported that MS. SMITH was denied a work card because she is registered for two separate felonies – burglary and under the influence of a controlled substance and a gross misdemeanor/possession of a dangerous drug without a prescription.

Additionally, she falsified her application by failing to disclose all her charges. MS. SMITH has been arrested a total of 14 times and cited 7 times, many of those for petty larceny and burglary. Because the housekeeping industry is very sensitive and one that requires a high-degree of ethics and trust, the work card was denied based on LVMC 6.86.110.

COUNCILMAN McDONALD noted that the City Council has the responsibility to protect the tourists – Las Vegas' number one industry.

There was no further discussion.

(9:59 - 10:01)

1-1854

78

Discussion and possible action concerning City Attorney's request for permission pursuant to LVMC § 6.02.380 to institute legal action to abate the nuisance at 5100 West Charleston Boulevard, Las Vegas, Nevada, d/b/a Hot Stuff for doing business without a license

M. McDONALD - APPROVED the City Attorney's request to seek abatement - UNANIMOUS

APPEARANCES:

CITY ATTORNEY JERBIC

ATTORNEY MICHAEL STEIN, Kenehan, Lambertsen, and Stein, representing Baby Tam Company, Inc.

JIM DiFIORE, Manager, Business Services

DEPUTY CITY ATTORNEY PHILIP R. BYRNES

NOTE: COUNCILMAN McDONALD directed CITY ATTORNEY JERBIC to notify the landlord of the continuing nuisance at this location.

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

(9:35 - 9:45)

1-933

RECEIVED
CITY CLERK

1999 AUG -5 A 10:11

August 5 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,



Loretha Smith
1208 E Street Apt. 1
Las Vegas, NV 89106



August 5, 1999

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD

CITY MANAGER
VIRGINIA VALENTINE

Ms. Loretha Smith
1208 E Street, Apt. 1
Las Vegas, NV 89106

Re: **WORK CARD APPEAL**

Dear Ms. Smith:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of August 18, 1999.

Your appeal is scheduled to be heard during the morning session of the meeting which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

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

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

Sincerely,

A handwritten signature in cursive script, reading "Beverly K. Bridges".

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

/epc

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

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION****TO: City Council****FROM: Bradford R. Jerbic**
City Attorney**SUBJECT:** City Attorney's request for permission pursuant to LVMC § 6.02.380 to institute legal action to abate the nuisance at 5100 West Charleston Boulevard, Las Vegas, Nevada, d/b/a Hot Stuff for doing business without a license**PURPOSE/BACKGROUND**

In 1997, Baby Tam & Co., Inc., a/k/a Hot Stuff sought a bookstore license from the City of Las Vegas. They stated that approximately 30% of their merchandise would be adult videos. The City issued a temporary bookstore license, which was renewed a number of times. The City audited Hot Stuff and determined that 58% of its inventory consisted of adult material. Accordingly, Hot Stuff was determined to be a sexually-oriented business. Hot Stuff, doing business at 5100 West Charleston Boulevard, is in C-2 zoning. Sexually-oriented businesses may only operate in C-M and M zoning. Because of this, Hot Stuff was informed that its license would terminate. Thereafter, Hot Stuff brought suit against the City of Las Vegas. The City prevailed in the Federal District Court. Hot Stuff appealed, and prevailed in the Ninth Circuit Court of Appeals, and the City was enjoined from relying on LVMC Chapter 6 to close Hot Stuff. On June 4, 1999, the City moved to vacate the injunction. On July 20, 1999, the Federal Court entered its order vacating the injunction. The Federal Court instructed Hot Stuff to litigate in State District Court the issue of whether or not the City should issue it a business license. Hot Stuff has filed no action in State District Court.

Hot Stuff continues to operate at 5100 West Charleston Boulevard. Starting ten days after the Federal Court vacated its injunction, the manager of Hot Stuff has been cited daily for doing business without a license. On August 5, 1999, the landlord for 5100 West Charleston Boulevard, the owners of Baby Tam d/b/a Hot Stuff, and the manager of Hot Stuff were served with notices of nuisance informing them that Hot Stuff, operating as a sexually-oriented business, was a nuisance because it operated in C-2 zoning.

Periodic inspections of Hot Stuff have been conducted by Business Licensing inspectors since September 1998. Hot Stuff continues to operate as a sexually-oriented business, with nearly 100% of its merchandise being sexually-oriented.

LVMC § 6.02.380 reads relevantly that: "The City Attorney, upon order of the Council, shall institute legal action, in any court of competent jurisdiction, to abate, remove or enjoin the nuisance. This remedy shall be in addition to any other remedy available under this Chapter or any other law."

FISCAL IMPACT

None

RECOMMENDATIONS

Accordingly, the City Attorney seeks permission of the City Council to take legal action to abate the nuisance at 5100 West Charleston Boulevard, commonly known as Hot Stuff, by seeking an order of the State District Court directing the owners and manager to cease business.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 1

**VERBATIM TRANSCRIPT - ITEM 78: DISCUSSION AND POSSIBLE ACTION CONCERNING CITY
ATTORNEY'S REQUEST FOR PERMISSION PURSUANT TO LVMC 6.02.380 TO INSTITUTE LEGAL ACTION
TO ABATE THE NUISANCE AT 5100 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, D/B/A/
HOT STUFF FOR DOING BUSINESS WITHOUT A LICENSE**

COUNCILMAN McDONALD

Your Honor, I'd ask now that, if we could, if it's okay with the Council and the Mayor, to bring item 78 forward to be heard at this time.

MAYOR GOODMAN

Very good. Pull item 78.

COUNCILMAN McDONALD

With the indulgence of the Council, if we could.

MAYOR GOODMAN

Yes.

COUNCILMAN McDONALD

Seventy-eight.

MAYOR GOODMAN

We will in a second, here.

COUNCILMAN REESE

I'll second that motion.

MAYOR GOODMAN

All right. Item 78, this is on the City Attorney discussion portion of our agenda. This is the discussion and possible action concerning the City Attorney's request for permission pursuant to LVMC Section 6.02.380 to institute legal action to abate the nuisance at 5100 West Charleston Boulevard, Las Vegas, Nevada, doing business as Hot Stuff for doing business without a license.

CITY ATTORNEY JERBIC

Thank you, Mr. Mayor and Mr. Mayor Pro Tem and members of Council. In 1997, an organization or company by the name of Baby Tam opened up a business, known as Hot Stuff, across the street from the Red Rock Theater, representing that they were not an adult bookstore. After check by City Licensing it was concluded by City staff that they were. Accordingly, Hot Stuff was cited for doing business in an improper zone. They're in a C-2 zone, and such businesses can only be conducted in C-M or M zone.

Hot Stuff was informed that it's license was terminate. It brought a suit against the City of Las Vegas. We prevailed in Federal District Court. But upon appeal to the Ninth Circuit Court of Appeals, the Circuit found a defect in Nevada procedure that did not require a timely rendering of an opinion by a court when a lawsuit brought the challenge that First Amendment businesses brought. That defect has been cured in State Law. We went back to Federal Court, and the injunction that had been issued, as a result of the Ninth Circuit's Opinion, was dissolved.

Since June 4th of 1999, -- excuse me -- on June 4th of 1999, the injunction was dissolved. On, or June 20th, 1999, the

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 2

VERBATIM TRANSCRIPT - ITEM 78: DISCUSSION AND POSSIBLE ACTION CONCERNING CITY ATTORNEY'S REQUEST FOR PERMISSION PURSUANT TO LVMC 6.02.380 TO INSTITUTE LEGAL ACTION TO ABATE THE NUISANCE AT 5100 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, D/B/A/ HOT STUFF FOR DOING BUSINESS WITHOUT A LICENSE

injunction was dissolved. The Federal Court has instructed Hot Stuff to litigate in State District Court on the issue of whether or not the City should issue a business license. Hot Stuff to this date has filed no such action in District Court.

To this date, Hot Stuff continues to operate at the location. Starting ten days after the Federal District Court issued its vacation, the City began citing Hot Stuff and its manager that was present for doing business without a license.

The City would like to take action at this time to abate this as a nuisance under the Zoning Code for doing business in an improper zone. However, under Las Vegas Municipal Code 6.02.380, the City Attorney may not do so unless it's upon order of the Council. We are here before you at this time to seek your permission to go to State Court to institute legal action to enjoin the nuisance.

MAYOR GOODMAN

Mr. Jerbic, is it – appropriate at this point in time to hear from interested parties, or is it just for purposes of discussion with the Council and direction from the Council?

CITY ATTORNEY JERBIC

This is not a public hearing, Your Honor, and it would be your discretion as to whether or not you wanted to take any comment.

MAYOR GOODMAN

All right. You wanna identify yourself, please, with your name and address.

ATTORNEY MICHAEL STEIN

Yes, Your Honor. My name is Michael Stein. I'm an attorney representing Baby Tam and Company, Inc., a Nevada Corporation.

MAYOR GOODMAN

All right. Would you like to be heard?

ATTORNEY MICHEAL STEIN

Yes, I would, Your Honor.

MAYOR GOODMAN

Could you make it brief, please.

ATTORNEY MICHAEL STEIN

Thank you, Your Honor. Some of the facts that the City Attorney gave you are not quite correct and – I'm not gonna go through all of them, just very briefly, 'cause, I – think, if you're gonna make a decision whether to file a lawsuit, some of the facts should – be clarified.

First of all, Baby Tam never represented that it was an adult – bookstore. What Baby Tam did do is go in and file an application indicating the products that it would sell and

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 3

**VERBATIM TRANSCRIPT - ITEM 78: DISCUSSION AND POSSIBLE ACTION CONCERNING CITY
ATTORNEY'S REQUEST FOR PERMISSION PURSUANT TO LVMC 6.02.380 TO INSTITUTE LEGAL ACTION
TO ABATE THE NUISANCE AT 5100 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, D/B/A/
HOT STUFF FOR DOING BUSINESS WITHOUT A LICENSE**

indicating what it thought its product mix would be. It is the City that determines what category you fall into and what license to issue. And in fact, it was the City who issued a temporary adult-bookstore license as its first license, and Baby Tam and Company's officers called them and specifically said, we're not an adult bookstore. Under your ordinances, we're just a bookstore. So they actually went back and asked for just a bookstore license. So, to clarify that.

The temporary license scheme went on past the amount of time that you're allowed to issue license. They issued a fourth one. We sued in Federal Court asking for injunctive relief, that our license be granted because the time frame had been passed and various other issues.

Now, what we did ask for was a preliminary injunction. That was denied. We appealed the denial of the injunction. The case would still have gone on to trial. When we went to the Ninth Circuit, the Ninth Circuit not only said that the injunction should have been granted, it went further to state that since there's no way we would lose on the merits, that they ordered that there shall be no trial and a judgment shall be entered.

Now the Ninth Circuit's Opinion was – written in a very unusual way. It went through the litany of the standard of review injunctions and all that and the facts, and then it went on to say that a permanent injunction shall be entered so long as – and to – summarize it – there is not prompt judicial review. And they, and the Baby Tam court went on to say that prompt judicial review is not only a prompt review, but a judicial review on the merits.

Well, the City did work very hard at going to the State Legislator, going to the Eight Judicial District Court, going to the Nevada Supreme Court, and writing, rewriting its own ordinances. And did get a type of review under our existing writ of mandamus law for the court to have to make a decision within 30 days.

I've held there's two problems with this: First, they didn't change our writ of mandamus law. And under our writ of mandamus law, it is not a de novo review. It is actually a review for substantial abuse, and the review is limited to the record below.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 4

**VERBATIM TRANSCRIPT - ITEM 78: DISCUSSION AND POSSIBLE ACTION CONCERNING CITY
ATTORNEY'S REQUEST FOR PERMISSION PURSUANT TO LVMC 6.02.380 TO INSTITUTE LEGAL ACTION
TO ABATE THE NUISANCE AT 5100 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, D/B/A/
HOT STUFF FOR DOING BUSINESS WITHOUT A LICENSE**

Well, in – the context of applying for this type of license, what would – the record below be? Well, you file a business application. And then whatever happens behind closed doors at the City, Licensing. So there is no dialogue that would come up that would be, allow you to get in and – have a court to – review something de novo in 30 days. And that's my problem with the scheme.

Now, I believe that the City ordinance is chock-full of a lot of unconstitutional elements to it. But because the Ninth Circuit said the case is over, because we found one point out of many you've cited in your brief, we didn't deal with those other issues.

Now, the –

MAYOR GOODMAN

I'll state this. I – want you to make your record, –

ATTORNEY MICHAEL STEIN

Okay.

MAYOR GOODMAN

– but we don't wanna have the litigation take place before us.

ATTORNEY MICHAEL STEIN

I – understand.

CITY ATTORNEY JERBIC

Your Honor, if I could also just interject for a moment. Almost every argument made on procedural grounds by counsel has been litigated in front of the Federal District Court and twice the Federal Court has ruled against him. Mr. Byrnes, sitting to my right, has been conducting this litigation on behalf of the City. And I thought I would like at least put on the record that many of the arguments advanced today have already been heard and adjudicated in Federal District Court.

ATTORNEY MICHAEL STEIN

And – that's patently untrue –

MAYOR GOODMAN

Well, –

COUNCILMAN McDONALD

Okay, –

MAYOR GOODMAN

– let's – not –

COUNCILMAN McDONALD

Your Honor, I'd ask, we – This isn't even discussion item number one. And I don't, I mean, all due respect, you're gonna litigate this as far as we can and we're gonna fight it as far as you can. The bottomline is, in talking to Mr.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 5

**VERBATIM TRANSCRIPT - ITEM 78: DISCUSSION AND POSSIBLE ACTION CONCERNING CITY
ATTORNEY'S REQUEST FOR PERMISSION PURSUANT TO LVMC 6.02.380 TO INSTITUTE LEGAL ACTION
TO ABATE THE NUISANCE AT 5100 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, D/B/A/
HOT STUFF FOR DOING BUSINESS WITHOUT A LICENSE**

DiFiore, it wasn't an adult bookstore license we issued; it was a bookstore. Mr., Jim, could you please come up.

ATTORNEY MICHAEL STEIN

If I could just finish my point, and then -- I can go --

MAYOR GOODMAN

How long you going to be?

COUNCILMAN McDONALD

It's not discussion, Your Honor.

ATTORNEY MICHAEL STEIN

Just like about four minutes.

MAYOR GOODMAN

No.

COUNCILMAN McDONALD

No, Your Honor, --

MAYOR GOODMAN

This is not the time for it, to be quite frank with you.

ATTORNEY MICHAEL STEIN

Okay. But -- if you're gonna vote on litigation, what I, why don't I, I'll just summarize what I'm asking. I'm asking that you hold off on that until the Ninth Circuit makes its decision on this, because it's very expensive for both the City and my client to have to have this Ninth Circuit case and the State case, when, if the State case prevails, anyways, and the Ninth Circuit comes back and says, wrong, that would have all been moot and useless.

MAYOR GOODMAN

All right, thanks. I appreciate it. And I know what your position is. Mr. DiFiore?

JIM DIFIORE, FINANCE & BUSINESS
SERVICES

And, Your Honor, for the record, the temporary license that was issued to Hot Stuff was a general bookstore license. It was not an adult bookstore license.

MAYOR GOODMAN

Okay. Well, that's gonna be a matter for the courts to decide --

COUNCILMAN McDONALD

Right.

MAYOR GOODMAN

-- that's the reason we're here. So --

COUNCILMAN McDONALD

Well, Your Honor, I wanted to rebut for people sitting in the audience as well as at home that we did not issue an adult bookstore license at -- West Charleston. West Charleston is situated between this location, between senior citizens as well as children. For the betterment of the community, regardless of the expense, we need to litigate this as far as possible. I know they have their -- views; we have ours. We have -- categorized adult uses to be put in industrial areas,

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 6

**VERBATIM TRANSCRIPT - ITEM 78: DISCUSSION AND POSSIBLE ACTION CONCERNING CITY
ATTORNEY'S REQUEST FOR PERMISSION PURSUANT TO LVMC 6.02.380 TO INSTITUTE LEGAL ACTION
TO ABATE THE NUISANCE AT 5100 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, D/B/A/
HOT STUFF FOR DOING BUSINESS WITHOUT A LICENSE**

not in C-1, C-2 zonings. We have set aside this. This is not a good way to do business in the City of Las Vegas. I would never tolerate it. I don't know what the rest of the Council feels. But, regardless of the expense, I know that we cannot afford to lose one ounce of litigation in the fight to save our neighborhoods and to save our quality of life.

So, Your Honor, I'd make a motion for approval, to --

ATTORNEY MICHAEL STEIN

If the City would like to sit down and enter in intelligent dialogue, we'd be willing to do that --

COUNCILMAN McDONALD

Excuse me, I -- have the floor. Thank you.

MAYOR GOODMAN

(inaudible) There's a motion (inaudible).

COUNCILMAN McDONALD

Excuse me, -- to, pursuant to Las Vegas Municipal Code 6.02.380 to institute legal action to abate the nuisance at 5100 West Charleston Avenue Boulevard, excuse me, West Charleston Boulevard, Las Vegas, Nevada, doing business as Hot Stuff and doing business without a license.

I would also incorporate into that that we do not know who the new owners are in this. We don't know who the gentleman's representing. From what we've been told, they have sold. We cannot find out who it is. And, Mr. Jerbic, I'd go as far as to ask legal counsel that the landlord himself, since he is contributing to a chronic nuisance, that maybe he should be advised of his actions, allowing this to go in and allowing it to maintain its operation.

MAYOR GOODMAN

All right. There's been a motion. Vote on the motion, please.

COUNCILMAN REESE

Before I vote, --

MAYOR GOODMAN

Okay.

COUNCILMAN REESE

-- I'd like to make a couple comments also. I certainly applaud Councilman McDonald for the effort he has put forth on this -- project. Councilman McDonald and I have been very diligent in trying to rid our neighborhoods of nuisances, and this is, to me, is one of the greatest nuisance that we have in the City of Las Vegas. And I think that this is something that we do have to go to the -- ninth inning to survive, so I'm supporting this motion very, wholeheartedly.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 7

**VERBATIM TRANSCRIPT - ITEM 78: DISCUSSION AND POSSIBLE ACTION CONCERNING CITY
ATTORNEY'S REQUEST FOR PERMISSION PURSUANT TO LVMC 6.02.380 TO INSTITUTE LEGAL ACTION
TO ABATE THE NUISANCE AT 5100 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA, D/B/A/
HOT STUFF FOR DOING BUSINESS WITHOUT A LICENSE**

COUNCILMAN McDONALD

Thank you, Councilman Reese.

MAYOR GOODMAN

There's a motion. Vote on the motion, please. Post, please.
Motion carries. **(Motion carried unanimously.)**

(END OF DISCUSSION)

/gpb

CITY COUNCIL**MEETING OF**

August 18, 1999

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

Page 50

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

79

ABEYANCE ITEM**LIQUOR - Six-Month Review**

Discussion and possible action regarding a six-month review of a Tavern Liquor License

WILLIAM KENEMAN

dba

FORBIDDEN CLUBS BIKINI BAR

3000 Meade Avenue

William N. Keneman, 100%, 100%

M. McDONALD - APPROVED - UNANIMOUS

JIM DiFIORE, Manager, Business Services, indicated that staff was originally concerned that since MR. KENEMAN was going to enter into a contract with an individual that owns an adult nude establishment in Las Vegas, that this also might be an adult establishment, for which it is not properly zoned. However, MR. KENEMAN has assured staff that was not his intent, that the deal fell through, and that he wants to change the name back to Star Golf, as it was on the original license.

MR. KENEMAN stated that after he realized that the purchasing company, Sterling B. Investments, is owned by the wife of the gentleman that approached him about selling the bar and the deal fell through, he should have changed the name back to Star Gold before the six-month review came up.

COUNCILMAN McDONALD thanked MR. KENEMAN for being so understanding. At the time the license was approved by the City Council and he realized the mistake, MR. KENEMAN had already left.

There was no further discussion.

(10:01 - 10:04)

1-1936

80

LIQUOR - Change of Business Name

Discussion and possible action regarding a change of business name of a Tavern Liquor License

WILLIAM KENEMAN

dba

From: Forbidden Clubs Bikini Bar

TO: STAR GOLF

3000 Meade Avenue

William N. Keneman, 100%

M. McDONALD - APPROVED - UNANIMOUS

JIM DiFIORE, Manager, Business Services, and WILLIAM KENEMAN, 8105 Bay Harbor Drive, were present.

See item 79 for related discussion.

(10:04 - 10:05)

1-2052

CITY COUNCIL**MEETING OF**

August 18, 1999

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

Page 51

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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

81

MESSAGE ESTABLISHMENT LICENSE - One-Year Review

Discussion and possible action regarding a one-year review of a new Massage Establishment License

AMBIANCE MASSAGE AND FACIALS, INC.
dba
AMBIANCE MASSAGE AND FACIALS, INC.
923 South Rainbow Boulevard

Ellen L. Green-Bluestein, Dir, Pres, Secy, Treas,
100%

L. McDONALD - APPROVED as recommended - UNANIMOUS

JIM DiFIORE, Manager, Business Services, explained that the matter was on the agenda due to a one-year review; however, there are no further concerns to report. He recommended approval.

ELLEN and MICHAEL BLUESTEIN were present.

There was no further discussion.

(10:05 - 10:06)

1-2089

82

INDEPENDENT MASSAGE THERAPIST - New

Discussion and possible action regarding a new Independent Massage Therapist License following discussion of the Las Vegas Metropolitan Police Department Investigative Report

TINA MAINES
dba
TINA MAINES
3225 Red Scott Circle

Tina M. Maines, 100%

M. McDONALD - ACCEPTED WITHDRAWAL - UNANIMOUS

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, reported that in April of 1997 MS. MAINES was arrested and convicted of petty larceny in the City of Henderson, and in April of 1998 she was arrested by Metro for burglary and grand larceny. In a plea bargain with the District Attorney, the charge of conspiracy to commit grand larceny was approved. MS. MAINES then pled guilty to the lesser charge of petty larceny. She then completed a counseling course and performed ten hours of community service. Subsequently the charges of conspiracy to commit petty larceny and grand larceny were dismissed completely as part of the condition of the plea.

MS. MAINES alleged that she was not a participant in the crimes and merely there with some friends. However, the reports from both of the agencies indicate that she was a direct participant.

CITY COUNCIL**MEETING OF**

August 18, 1999

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

Page 52

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE AND BUSINESS SERVICES - DISCUSSION****INDEPENDENT MASSAGE THERAPIST - New**

Discussion and possible action regarding a new Independent Massage Therapist License following discussion of the Las Vegas Metropolitan Police Department Investigative Report

TINA MAINES

dba

TINA MAINES

3225 Red Scott Circle

Tina M. Maines, 100%
(Continued)

JIM DiFIORE, Manager, Business Services, was concerned that as an independent massage therapist MS. MAINES would be free to enter her clients' homes, which given her background, would put them at risk. He recommended MS. MAINES consider withdrawal of her application and seek employment with a massage establishment. With a withdrawal, she could come back and apply with no objection from Business Services or the Las Vegas Metropolitan Police Department. If the application is denied, she would have to wait one year to reapply. MS. MAINES agreed to withdraw her application.

MAYOR GOODMAN asked MR. DiFIORE why he felt that employment with a massage establishment would have added safeguards. MR. DiFIORE replied that in a licensed establishment she would have a supervisor and massage establishments generally lock up the clients' personal belongings.

There was no further discussion.

(10:06 - 10:10)

1-2130

CITY COUNCIL

MEETING OF

AUGUST 18, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

MARK R. VINCENT, DIRECTOR

DEPT. OF FINANCE & BUSINESS SERVICES

SUBJECT:

MASSAGE ESTABLISHMENT LICENSE - One-Year Review

PURPOSE/BACKGROUND

Appearing on the Department of Finance & Business Services portion of the agenda is a one-year review of the massage establishment license issued to Ambiance Massage and Facials, Inc. Ambiance Massage and Facials, Inc., 923 South Rainbow Boulevard.

On August 24, 1998 the City Council approved this license subject to a one-year review due to an area of concern in the police report. Attached is a copy of the annotated agenda from that meeting.

A report from the Special Investigations Section, Las Vegas Metropolitan Police Department, will be furnished to the City Council prior to the meeting.

FISCAL IMPACT**RECOMMENDATIONS**

Recommend approval with no further reviews.

Agenda Item

81

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 53

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE AND BUSINESS SERVICES - DISCUSSION****AWARD OF BIDS/REJECTIONS/RENEWALS/TERMINATIONS****83**

Rescind previous action by City Council of the approval to award bid number 99.1730.34, Scotch 80's pavement reconstruction; and approve the construction and contingency account - Department of Public Works

Award recommended to: LAS VEGAS PAVING CORP. (\$303,817.15)

GOODMAN - Motion to RESCIND the previous approval - UNANIMOUS

MAYOR GOODMAN explained that he requested the matter be rescinded after he realized he should have abstained because it pertains to the Scotch 80's neighborhood, where he lives.

There was no further discussion.

(10:10)

1-2300

84

Discussion and possible action to award bid number 99.1730.34, Scotch 80's pavement reconstruction; and approve the construction and contingency account - Department of Public Works

Award recommended to: LAS VEGAS PAVING CORP. (\$303,817.15)

M. McDONALD - APPROVED as recommended - UNANIMOUS with GOODMAN abstaining to avoid any conflict because he lives in the Scotch 80's neighborhood

See Item No. 83 for related discussion.

(10:10 - 10:11)

1-2330

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 99.1730.34

DATE of CONTRACT July 26, 1999

NAME AND ADDRESS OF CONTRACTOR

Las Vegas Paving Corporation
4420 S. Decatur
Las Vegas, NV 89103

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION, INCORPORATED IN THE STATE ☒

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of: **Scotch 80's Pavement Reconstruction** all in strict accordance terms, conditions, and specifications of **Formal Bid 99.1730.34**, and **Las Vegas Paving Corporations** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express In words and figures)

Three hundred three thousand eight hundred seventeen and 15/100 dollars

\$303,817.15

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 99.1730.34

Contract Drawings No. 107y-2680- Date: April 1999

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 SIXTY (60) 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.

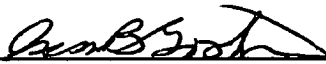
ALTERATIONS: The following changes were made in this contract before it was signed by the parties hereto:

Acknowledge Addendum #1 - dated - June 29, 1999

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

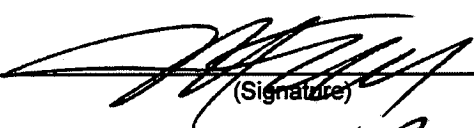
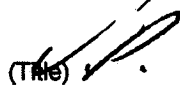
CITY OF LAS VEGAS

CONTRACTOR Las Vegas Paving Corporation

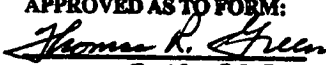
By 
(Mayor)

(Name of Contractor)

Attest 
(City Clerk)
By: Beverly K. Bridges
Chief Deputy City Clerk

By 
(Signature)
(Title) 
Attest 
(Secretary) Secretary

APPROVED AS TO FORM:


8-19-99 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.

LABOR AND MATERIAL PAYMENT BOND**ISSUED IN DUPLICATE**BOND NUMBER 21-79-53DATE EXECUTED 7/27/99

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 ~~*\$303,817.15***~~, 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. 99.1730.34-RC, of the City's specifications, entitled SCOTCH 80'S PAVEMENT RECONSTRUCTION

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 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 27TH day of JULY, 19 99

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

LAYNE & ASSOCIATES

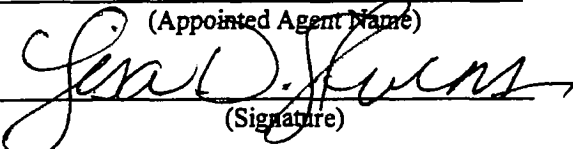
(Resident Agent)

15998

(State of Nevada, License Number)

LISA D. STEVENS, #52054

(Appointed Agent Name)

By: 

(Signature)

Address: 4045 S. SPENCER, 4TH FLOORLAS VEGAS, NV 89119Telephone: 702-385-3955

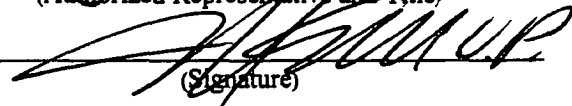
(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

LAS VEGAS PAVING CORPORATION

(Principal Contractor)

Jay W. Smith U.P.

(Authorized Representative and Title)

By: 

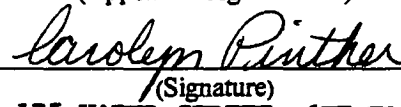
(Signature)

Surety: AMERICAN HOME ASSURANCE COMPANY10051

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: 

(Signature)

Address: 175 WATER STREET, 6TH FLOORNEW YORK, NY 10038Telephone: 212-458-1615

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**ISSUED IN DUPLICATE**BOND NUMBER 21-79-53DATE EXECUTED 7/27/99

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 LAS VEGAS PAVING CORPORATION, 4420 S. DECATUR, LAS VEGAS, NV 89103

(Name and Address of Prime Contractor)

We hereby guarantee that the SCOTCH 80'S PAVEMENT RECONSTRUCTION, 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 27TH day of JULY, 19 99

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

LAYNE & ASSOCIATES

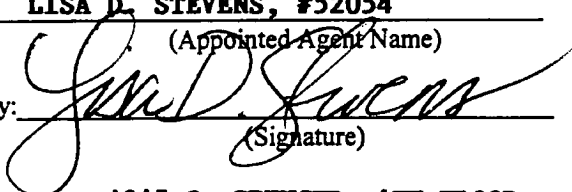
(Resident Agent)

15998

(State of Nevada, License Number)

LISA D. STEVENS, #52054

(Appointed Agent Name)

By: 

(Signature)

Address: 4045 S. SPENCER, 4TH FLOORLAS VEGAS, NV 89119Telephone: 702-385-3955Telephone: 702-385-3955

(Local Agent)

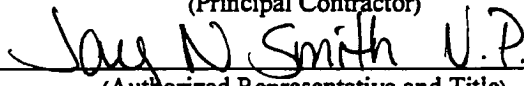
Telephone: 212-458-1615

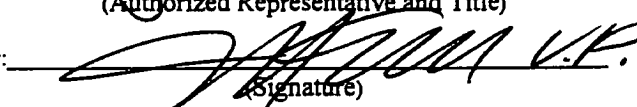
(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

LAS VEGAS PAVING CORPORATION

(Principal Contractor)

 V.P.
(Authorized Representative and Title)

By: 

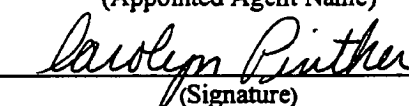
(Signature)

Surety: AMERICAN HOME ASSURANCE COMPANYI0051

(State of Nevada, License Number)

CAROLYN PINTHER, ATTORNEY-IN-FACT

(Appointed Agent Name)

By: 

(Signature)

Address: 175 WATER STREET, 6TH FLOORNEW YORK, NY 10038Telephone: 212-458-1615

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).

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
 Principal Bond Office: 175 Water Street, New York, N.Y. 10038

POWER OF ATTORNEYNo. 55-B-05002**KNOW ALL MEN BY THESE PRESENTS:**

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

—**R. Bruce Layne, Monte Smith, Randall V. Capurro, William B. Wright, Kreg Koehler, Lisa Stevens, Carolyn Pinther:**
 of Las Vegas, Nevada—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 1st day of April, 1998.

Lawrence W. Carlstrom, Senior Vice President
 National Union Fire Insurance Company of Pittsburgh, PA.
 Vice President, American Home Assurance Company

STATE OF NEW YORK }
 COUNTY OF NEW YORK }ss.

On this 1st day of April, 1998 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

DEBORAH A. HARRISON
 Notary Public, State of New York
 No. 01N46081428
 Qualified in Suffolk County
 Commission Expires June 30, 1999

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 27TH day of JULY, 19 99

Elizabeth M. Tuck, Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
07/27/19

PRODUCER

LAYNE & ASSOCIATES, LTD.
4045 S. SPENCER STREET
LAS VEGAS, NV 89119
(702) 697-7174 FAX 735-5964

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.

INSURERS AFFORDING COVERAGE

INSURED

LAS VEGAS PAVING CORPORATION

4420 SOUTH DECATUR BOULEVARD
LAS VEGAS, NEVADA 89103

INSURER A: NORTHERN INSURANCE COMPANT A+XV
INSURER B: ASSURANCE COMPANY OF AMERICA A+XV
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	EPA33367708 \$10,000 DEDUCTIBLE	08/01/98	08/01/99	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 1,000,000
	☒ X C & U				PERSONAL & ADV INJURY \$ 1,000,000
	☒ CONTRACTUAL				GENERAL AGGREGATE \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 5,000
	☐ POLICY ☐ PRO-JECT ☐ LOC				
B	AUTOMOBILE LIABILITY	EPA33367732 \$10,000 DEDUCTIBLE	08/01/98	08/01/99	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	EPA33367732 STOP GAP LIABILITY	08/01/98	08/01/99	WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: LVPC JOB NO. 5194 - SCOTCH 80'S PAVEMENT RECONSTRUCTION. THE CITY OF LAS VEGAS SHALL BE NAMED ADDITIONALLY INSURED AS IT PERTAINS TO THIS PROJECT ONLY.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF LAS VEGAS
CITY HALL
400 E STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER SHALL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Barbara J. Rarreau

POLICY NUMBER: EPA33367708

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

CITY OF LAS VEGAS
PURCHASING AND CONTRACTS
FIRST FLOOR CITY HALL COMPLEX
400 EAST STEWART AVENUE
LAS VEGAS, NV 89101

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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

CG 20 10 11 85

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

07/27/1999

PRODUCER LAYNE & ASSOCIATES, LTD. 4045 S. SPENCER STREET LAS VEGAS, NV 89119 (702) 697-7174 FAX: 735-5964		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.	
		INSURERS AFFORDING COVERAGE	
INSURED LAS VEGAS PAVING CORPORATION 4420 SOUTH DECATUR BOULEVARD LAS VEGAS, NEVADA 89103		INSURER A: RELIANCE NATIONAL INS. CO. - A-XI INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER EXCESS WORKERS' COMPENSATION	NXC 0128893-02	08/01/98	08/01/99	NEVADA STATUTORY LIMIT \$250,000 SELF INSURED RETENTION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: LVPC JOB NO. 5194 - SCOTCH 80'S PAVEMENT RECONSTRUCTION.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
CITY OF LAS VEGAS CITY HALL 400 E STEWART AVENUE LAS VEGAS, NV 89101-2986		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>60</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Barbara J. Rarreau</i>

Certificate

STATE OF NEVADA



INSURANCE DIVISION

Carson City, Nevada

CERTIFICATION NUMBER 272

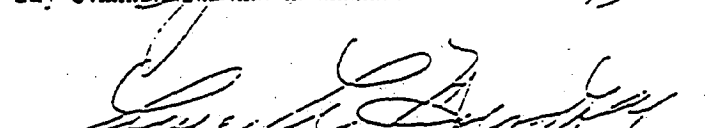
This Certificate, with affixed seal, is the Certificate of Authority for LAS VEGAS PAVING CORPORATION to act as a self-insured employer for workers' compensation purposes.

Pursuant to Nevada Revised Statutes 616B.300 and 616B.312, and the Nevada Administrative Code, LAS VEGAS PAVING CORPORATION has presented evidence they possess the financial and administrative resources to assume the responsibility for providing prompt payment of all compensation due under Chapters 616A, 616B, 616C, 616D and 617 of the Nevada Revised Statutes.

LAS VEGAS PAVING CORPORATION is hereby responsible for processing claims and paying benefits under Chapters 616A, 616B, 616C 616D and 617 of NRS for employees injured in industrial accidents or contracting occupational diseases occurring on or after 12:01 A.M. (Pacific Daylight Time), May 1, 1996.



Dated at Carson City, Nevada this 29th
day of April 1996


Commissioner of Insurance

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 54

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF HUMAN RESOURCES -
DISCUSSION**

85

Report on the process established to justify and review all requests to fill vacant positions and to encourage staff to review all programs to ensure the most effective use of City resources

REPORT GIVEN AND ACCEPTED

RICK ANDERSON, Director, Department of Human Resources, reported that at the last Strategic Planning Session, the City Council tasked Human Resources staff with developing a process to review all requests to fill vacant positions to determine whether the positions are necessary and filled at the appropriate level, and to analyze the impact to services, citizens, and City functions if the positions are not filled.

That process has been developed and is now in place. All department directors must now follow a justification process to ensure that they have considered alternate means to provide staffing or to serve the citizens. The intent is not to place a roadblock, nor to increase the time necessary to fill crucial positions, but to ensure that adequate steps have been taken to review positions prior to their fill and to continue to ensure the most effective use of City resources.

At the request of MAYOR GOODMAN, MR. ANDERSON presented a copy of the Position Action/Refill Form on the overhead and explained the procedure.

COUNCILMAN BROWN and MAYOR GOODMAN thanked CITY MANAGER VALENTINE and MR. ANDERSON for their efforts in developing this process. COUNCILMAN BROWN noted that this is another example of the pro-active approach the City is taking to do business and to become a better-run agency. It is only one of other forthcoming projects as the new millennium approaches.

There was no further discussion.

(10:11 - 10:14)

1-2353

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

AGENDA DOCUMENTATION

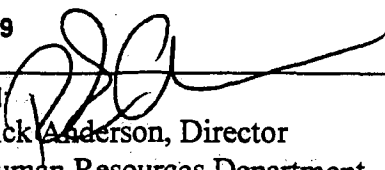
MEETING OF

AUGUST 18, 1999

TO:

City Council

FROM:


Rick Anderson, Director
Human Resources Department

SUBJECT: Report on the process established to justify and review all requests to fill vacant positions and to encourage staff to review all programs to ensure the most effective use of City resources

PURPOSE/BACKGROUND

At the City Council strategic planning session staff committed to establishing a process to review all requests to fill positions, including vacant existing positions. The purpose of this justification process is to ensure that positions are not automatically refilled without review. Instead, staff is encouraged to examine all programs at the time a vacancy exists to determine if there isn't a more effective way to utilize staff and if programs currently in place meet the strategic objectives established by the City Council.

The attached materials describe the process that the City Manager has established to review all existing positions. As part of the justification process staff is required to indicate the projected impact to programs, customer service levels and citizens if a position is left unfilled. In addition, they are encouraged to be as creative as possible in utilizing their staff to meet the service needs of the City.

The process establishes several levels of review at the requesting department, in Human Resources, in Finance & Business Services and potentially by the City Manager or City Council. The process for assessing and approving fiscal impact is aligned with the current Council approval process for all fiscal matters and should allow this justification and review process to be used efficiently and yet maintain a stringent level of review to ensure that departments are complying with the procedures.

The process established is not intended to place road blocks in front of department staff nor to increase the time necessary to fill critical positions in the City workforce. The purpose is to ensure the City Council that adequate steps have been taken to review positions prior to their fill and to continue to ensure that we exercise the most effective use of City resources for our citizens.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council adopt the report on the process established to justify and review position refill requests.

Agenda Item

85

OPERATIONS MANUAL Human Resources	Procedure Title: Position Review & Justification	No: HR.19
		Page 1 of 1
	Approved: City Manager	Revision: 0
		Effective Date: 08/10/99

PROVISIONS

In order to ensure the most effective and responsible utilization of City resources and staff, departments are required to review programs and make recommendations for changes and possible use of existing staff to meet staffing needs prior to filling any vacant position.

PROCEDURE

1. Requesting Department personnel will initiate the Position Action/Refill Form by filling out the department section of the form and e-mailing to Department Director for approval.
2. Department Director will denote approval by e-mailing form to Glenna Worthington in Personnel Services Division (PSD), Human Resources.
3. Personnel Services staff will complete appropriate section and forward form to Judy Tuttle, Personnel Services Manager.
4. PSD Manager will then signify approval by forwarding form to LuAnnKutch, Finance & Budget Division, Finance & Business Services Department.
5. After Finance has completed their section of the form, it will be forwarded back to Glenna Worthington in PSD.
6. Upon receipt of the completed form, the final signature approval will be determined by the following:

If the fiscal impact is \$5,000.00 or less, the Director of Human Resources will be the approving authority.

If the fiscal impact is \$5,000.01 to \$25,000.00, the approval authority will be the City Manager's Office.

Any request involving a fiscal impact of more than \$25,000.00 will have to be placed on the City Council Agenda for approval. In this instance, Human Resources will place the item on the Agenda; however, the requesting Department Director will be required to be available at the Council meeting to address related comments or inquiries.

Only in exceptional cases will upgrades be made outside the budget preparation cycle. Upgrade requests may be subject to collective bargaining with the appropriate employee association.

POSITION ACTION/REFILL FORM INSTRUCTIONS

1. This form will be used for all personnel actions (vacancy refills, upgrades, transfers, promotions, org changes, etc).
2. All actions, other than new hires, must be effective the first day of the next pay period.
3. Complete department, date initiated, division, effective date, contact person/extension, type of request, and employee's name.
4. Complete Current Section, filling in position number, position/job title, grade, position type, position status, position name if over/underfill, and costing org (costing is the low org).
5. Complete Proposed Section, same as above.
6. **DEPARTMENT JUSTIFICATION MUST BE COMPLETED.**
7. If position analysis is requested, department must contact Ann Rubertino-Beck in Human Resources to initiate the process. (Normally, upgrades must be included with the next fiscal year budget and may require collective bargaining.)
8. Final approval by the Department Director is required. This is indicated by the Director, or his/her designee, sending the form to Glenna Worthington in Human Resources via e-mail.

NOTE: ONE FORM MUST BE FILLED OUT FOR EACH REQUEST.

City of Las Vegas
POSITION ACTION/REFILL FORM

Action #

Department:
Division:
Contact Person:
Type of Request: Acting Pay - Start

Date Initiated:
Effective Date:
Extension:
Employee Name:

Current (For Dept. Use)

Position #:
Job Title:
Grade:
Position Type: Hourly
Position Status: Straight Fill
Costing Org.:

Position Name (if under/over-filled):

Proposed (For Dept. Use)

Position #:
Job Title:
Grade:
Position Type: Hourly
Position Status: Straight Fill
Costing Org.:

Position Name (if under/over-filled):

Department Justification

Explain why this refill is needed, include projected impact to programs, customer service levels and citizens if position is left unfilled.

Job Analysis requested: No

Finance Approval

Fiscal impact of salary plus benefits:

Current fiscal year \$

Annualized \$

Current fiscal year budgeted amount \$

Finance Notes:

New Seq. #, if applicable:

Calculated by:

Date:

Approved by:

Date:

Entered by:

Date:

Human Resources Approval

Notes:

Approved for refill:

Human Resources Director Approval: _____

Date: _____

City Manager/Deputy City Manager Approval: _____

Date: _____

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 1

**VERBATIM TRANSCRIPT - ITEM 85: REPORT ON THE PROCESS ESTABLISHED TO JUSTIFY AND
REVIEW ALL REQUESTS TO FILL VACANT POSITIONS AND TO ENCOURAGE STAFF TO REVIEW ALL
PROGRAMS TO ENSURE THE MOST EFFECTIVE USE OF CITY RESOURCES**

MAYOR GOODMAN

Item 85 - Discussion of Human Resources. We're to receive a report on the process established to justify and review all requests to fill vacant positions and to encourage staff to review all programs to ensure the most effective use the of City resources. Mr. Anderson, would you identify yourself, please.

RICK ANDERSON, DIRECTOR OF
HUMAN RESOURCES

Yes. Rick Anderson, Director of Human Resources. Good morning, Your Honor, Council members. At the City Council Strategic Planning Session and subsequently, we were encouraged to develop a process by which we review all vacant positions and all - requests to fill positions to ensure, first of all, that that - position needs to be filled at that current level and then in addition to ask Departments to analyze what the impact would be if we did not fill that position to service, citizens or City functions.

We have developed that process and are here to report to you today that that process is in place. I've asked Departments to follow a justification process to ensure that they have looked at alternate means to provide staffing, if there are other ways to creatively to serve citizens rather than to add staff to our - City Departments. And that process has several levels of review.

Our intention isn't to place a road block in front of Department staff nor to increase the time necessary for us to fill crucial positions. There are many positions that are crucial to serving our citizens. Instead, we want to ensure the City Council that adequate steps have been taken to review the positions prior to their fill and to continue to ensure that we exercise the most effective use of our City resources to serve our citizens.

I'm happy to answer any questions, if there are any.

MAYOR GOODMAN

Yes. Do you have a copy of your position action re-fill form?

RICK ANDERSON, DIRECTOR OF
HUMAN RESOURCES

Yes, I do, Sir.

MAYOR GOODMAN

I think it'd be helpful to the citizens to understand just what you're talking about. If you would show that to them on the - viewer.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 2

**VERBATIM TRANSCRIPT - ITEM 85: REPORT ON THE PROCESS ESTABLISHED TO JUSTIFY AND
REVIEW ALL REQUESTS TO FILL VACANT POSITIONS AND TO ENCOURAGE STAFF TO REVIEW ALL
PROGRAMS TO ENSURE THE MOST EFFECTIVE USE OF CITY RESOURCES**

RICK ANDERSON, DIRECTOR OF
HUMAN RESOURCES

It's not -- probably real visible for folks, but I can --

MAYOR GOODMAN

Not too good.

RICK ANDERSON, DIRECTOR OF
HUMAN RESOURCES

-- tell initially a Department asks, is asked to look at the impact that filling this position, not filling this position would have on services. To ask Departments to justify why it's needed at the time it's needed to indicate whether they have looked at alternate means. And also to fully apprise Council of the cost of programs we are, as a part of this process, with our Finance Department, looking at activity based accounting and costing. So that we can present to Council at future Strategic Planning events or study sessions, the cost of programs and the staffing identified or associated with those. So Council can then make decisions in an informed manner as to whether they want to further than program or use those resources somewhere else.

MAYOR GOODMAN

Thank you very much. Any other questions? Councilman Brown, please.

COUNCILMAN BROWN

Thank -- you, Mayor. I'd like to publicly thank the Manager's office and Mr. Anderson's Department. This is another example that I've seen in the last two years that this City's taking a very proactive approach to looking at the way we do business, changing some of the traditional ways that may not be as efficient as we need to get to and putting us in a, the situation where we can, on the front end, look at ways to become a better run agency. Instead of reacting to the point where we have no choice in the matter. This has been part of the Strategic Planning process for the last two years and again another, just one, of other programs that we're moving certainly into the new millennium and I'd like -- to again publicly thank the Manager's office, Human Resources and -- the entire City for working together on this.

RICK ANDERSON, DIRECTOR OF
HUMAN RESOURCES

If it pleases the Council, Your Honor, I'd ask that you accept the report and the procedures that we've established for that.

MAYOR GOODMAN

Thank you. I'm sure with the concurrence of all us, we appreciate what you've done and we certainly accept the report.

COUNCILMAN McDONALD

Very good job, Rick.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 3

**VERBATIM TRANSCRIPT - ITEM 85: REPORT ON THE PROCESS ESTABLISHED TO JUSTIFY AND
REVIEW ALL REQUESTS TO FILL VACANT POSITIONS AND TO ENCOURAGE STAFF TO REVIEW ALL
PROGRAMS TO ENSURE THE MOST EFFECTIVE USE OF CITY RESOURCES**

MAYOR GOODMAN

Thank you very much. We appreciate it.

(END OF DISCUSSION)

/vwd

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 55

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****NEIGHBORHOOD SERVICES - DISCUSSION****86**

Discussion and possible action to implement the Youth Neighborhood Association Partnership Program (YNAPP)

REESE - APPROVED as recommended - UNANIMOUS with M. McDONALD excused

SHARON SEGERBLOM, Director, Department of Neighborhood Services, introduced TRINA ROBINSON, Management Analyst II and LISA MORRIS, Management Analyst I, of the Office of Federal, State, and Local Initiatives of the Department of Neighborhood Services. She indicated that MS. MORRIS and MS. ROBINSON would explain this award-winning, groundbreaking program.

MS. MORRIS indicated that the intent of the program is to encourage and help youth, the Valley's most viable resource, take a stand in their community, become civic minded, and help their peers and adults beautify their neighborhoods to make it a better place to live in.

MS. SEGERBLOM pointed out that any youth can participate. He/she does not have to be in the top of their class to take a leadership roll in their community.

COUNCILMAN REESE commended MS. MORRIS and MS. ROBINSON for their foresight. MAYOR GOODMAN noted that MS. ROBINSON and MS. MORRIS devised the program.

There was no further discussion.

(10:17 - 10:19)

1-2647

AGENDA DOCUMENTATION

MEETING OF
August 18, 1999

TO:

City Council

FROM:

SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

SUBJECT:

Discussion and possible action to implement the Youth Neighborhood Association Partnership Program (YNAPP)

PURPOSE/BACKGROUND

The Youth Neighborhood Association Partnership Program (YNAPP) is designed to use the gifts of young people while helping them grow into stewards of their community. This program will enable middle and high school youth throughout the city of Las Vegas to carry out community building projects of their own design. YNAPP has the following objectives as follows:

- actively involve youth in their area Neighborhood Associations;
- provide youth access to resources;
- appreciate unique individual talents;
- involve youth in drug free activities; and
- to encourage bonding with supportive adults.

The community needs the contributions of its youth and their investments in what happens in their neighborhoods. The Youth Neighborhood Association Partnership Program (YNAPP) is a program that provides young people with the opportunity to shape the community in the way they think best. Many committed adults want to give young people genuine ways to affect the community but do not have the resources to do so. YNAPP will link youth and adults within the Neighborhood Associations with needed resources that will ultimately give young people a chance to design their own projects to help our communities.

Youth need to have a sense of belonging and importance and our community needs more healthy ways for youth to achieve those needs. YNAPP will provide some of those healthy opportunities and in return the community benefits from the innovative ideas youth actualize. YNAPP will partner with Neighborhood Associations to make the youth community building projects a reality. YNAPP will also join with schools, agencies, teachers, and parents in order to expand their vision on what important and valuable resources our community's youth really are.

FISCAL IMPACT

YNAPP will utilize the existing balance of \$6,000 from the Neighborhood Partners Fund in addition to securing funding from grants, private or corporate sponsorship.

RECOMMENDATIONS

It is the recommendation of the City Manager's office that the City Council approve this action as stipulated herein.

Agenda Item

86

SUBJECT: Discussion and possible action to implement the Youth Neighborhood Association Partnership Program (YNAPP)

Page 2

Purpose / Background continued

The target audience for YNAPP is all middle and high school youth in the City of Las Vegas. The City of Las Vegas will not target a specific population with respect to ethnicity, socioeconomic level, gender, etc. However based on the diversity of the Neighborhood Associations, it is anticipated that the youth associated with this program will be reflective of the same. YNAPP outreach will extend to a diverse population, and will include those not in school and teens that are home schooled.

Youth who need financial assistance to implement community service projects ideas can apply for YNAPP grants up to \$1,000. Youth and adults will serve on the grant review board and select exemplary proposals for funding. Youth on the grant review board will develop grant writing, critical thinking, and leadership skills as they work directly with the neighborhood associations and go through the process of choosing the best proposals. The City of Las Vegas will work with each funded group on defining their action plans and making their ideas come alive.

YNAPP will randomly select eight (8) Neighborhood Associations (2 from each Ward) to begin the implementation phase of the program. Although the program itself is designed for citywide voluntary participation, this pilot is intended only to expedite the implementation and evaluation process for program success.

Briefing Paper: August 18, 1999

Discussion and possible action to implement the Youth Neighborhood Association Partnership Program (YNAPP).

- ◆ **YNAPP** is designed to use the gifts of young people while helping them grow into stewards of their community.
- ◆ This program will enable middle and high school youth throughout the City of Las Vegas to carry out community building projects of their own design.
- ◆ **YNAPP** will connect and actively involve youth with their area Neighborhood Associations.
- ◆ This program provides young people with the opportunity to shape the community in the way they think best.
- ◆ **YNAPP** will link youth and adults within the Neighborhood Associations with needed resources that will ultimately give young people an opportunity to design their own projects to help their communities.
- ◆ Youth who need financial assistance to implement community service learning projects are eligible to apply for a **YNAPP** grant up to \$1,000.
- ◆ Eight (8) Neighborhood Associations (2 from each Ward) will be randomly selected to begin the implementation phase of the program. Although the program itself is designed for citywide voluntary participation , this pilot is intended only to expedite the implementation process for program success.

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 56

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****NEIGHBORHOOD SERVICES - DISCUSSION**

87

Discussion and possible approval to allocate General Funds in the amount of \$15,000 to assist Catholic Charities of Southern Nevada to operate restrooms for extended hours for the homeless population at 1501 Las Vegas Blvd. North., Las Vegas

REESE - APPROVED - UNANIMOUS with M. McDONALD excused and L. McDONALD abstaining to avoid any conflict as she sits on the Catholic Charities Board

BROTHER DAVID BURROW, Chairperson of the Advocacy Committee of the Southern Nevada Homeless Coalition, 1420 West Bartlett Street, stated that the Coalition has identified a need for more restroom facilities in the homeless corridor throughout the night hours. He appreciated the efforts of Neighborhood Services for bringing the issue to the City Council. Clark County will match the City's allocation if approved, and the North Las Vegas City Council will be considering the matter on its agenda as well. He noted that with the support of GOVERNOR GUINN, other providers, and the City Council, 24-hour restroom facilities may be achieved.

SHARON SEGERBLOM, Director, Department of Neighborhood Services, explained that three organizations put forth proposals; however, Catholic Charities was most efficient in their proposal. The separate restroom facilities for men and women will be located indoors and opened from 9:00 p.m. to 9:00 a.m., seven days a week. The goal is to create partnerships and to deliver human resource utilization. There have been many problems with people using the parks and other open public areas.

Although this is an asset to the community, MS. SEGERBLOM emphasized that it is only a temporary solution and a one-time budget augmentation. Catholic Charities must seek other funding alternatives for this service after this year's contract. Of course, staff will work with Catholic Charities to identify other funding.

COUNCILMAN REESE and MAYOR GOODMAN wondered how Catholic Charities is going to make people aware of the availability of the restroom facilities. COUNCILMAN REESE does not mind the expense, so long as the facilities are used. BROTHER BURROW indicated that meetings were held with MR. SKONICKI and MR. RICHIO of Catholic Charities to discuss how to get the word out. BROTHER BURROW assured that he personally will be walking the streets to inform the homeless of the restroom facilities. Signs will also be posted where the homeless congregate.

MEETING OF

August 18, 1999

City of Las Vegas

AGENDA & MINUTES

Page 57

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

NEIGHBORHOOD SERVICES - DISCUSSION

Discussion and possible approval to allocate General Funds in the amount of \$15,000 to assist Catholic Charities of Southern Nevada to operate restrooms for extended hours for the homeless population at 1501 Las Vegas Blvd. North., Las Vegas - Continued

MAYOR GOODMAN asked why the City of North Las Vegas could no longer meet their original commitment of \$10,000. BROTHER BURROW explained that North Las Vegas was counting on CDBG funds that they later realized could not be used. Follow-up meetings were held with MAYOR MONTANDON, who placed an item on their agenda to approve a six-month contribution of \$5,000.

COUNCILMAN REESE expressed appreciation toward the County for its support. It is an effort towards which a lot of people are working very hard to achieve. But those people must also realize that this is not a permanent solution, nor will it alleviate all the problems. There are many homeless people that will not use the restroom facilities, no matter the provisions. BROTHER BURROW suggested that local businesses help get the word out, especially the 24-hour establishments.

ANTHONY SNOWDEN, 412 West Jefferson, requested a more detailed description of the restroom facilities. MS. SEGERBLOM explained that the restrooms will not be portable facilities. The funding will also allow for security and maintenance of the facilities.

COUNCILWOMAN McDONALD noted that she would be abstaining because she sits on the Catholic Charities Board.

COUNCILMAN REESE indicated that COUNCILMAN BROWN and he can now vote on matters pertaining to Catholic Charities as ATTORNEY JOHN MOWBRAY, who represented them on legal matters, no longer sits on the Board of Catholic Charities.

NOTE: MAYOR GOODMAN requested that an update be provided within two months.

There was no further discussion.

(10:19 - 10:26)

1-2748

AGENDA DOCUMENTATION

MEETING OF
August 18, 1999

TO:

City Council

FROM:

SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

SUBJECT: Discussion and Possible Approval to allocate General Funds in the amount of \$15,000 to assist Catholic Charities of Southern Nevada to operate restrooms for extended hours for the homeless population at 1501 Las Vegas Blvd. N., Las Vegas

PURPOSE/BACKGROUND

The Southern Nevada Homeless Coalition (Homeless Coalition) made a request of the Mayor and Council at the City Council meeting of April 12, 1999 and again on June 28, 1999 to join other governmental entities, to support restroom availability in the area known as the homeless corridor. There is currently a shortage of restrooms available for homeless citizens during the evenings and on weekends. The Homeless Coalition was tasked to survey the current area shelters and to submit recommendations to the City and Clark County, that would assist in temporarily alleviating the problem. The Homeless Coalition presented a plan and a budget from two area shelters: Catholic Charities and MASH. The Catholic Charities plan was forwarded as the best solution, as it would open restrooms from 9:00 p.m. - 9:00 a.m., seven days a week. This time period was identified as the greatest need by the Homeless Coalition.

The goals of this project are to create partnerships with common interest groups and the people within our community; and to maximize service delivery and human resources utilization.

Should the Council wish to support this community initiative, it is recommended that these monies be conditioned as follows:

- The City of Las Vegas will contract with Catholic Charities for a six month period to begin on September 1, 1999 and end on February 29, 2000, for the amount of \$15,000.
- Clark County will contract with Catholic Charities for a six month period to begin on March 1, 2000 and end on August 31, 2000, for the amount of \$15,000.
- It is understood that this is only a temporary solution to an ongoing problem. As such, this is a one time only budget augmentation, Catholic Charities must seek other funding alternatives for this service after the expiration of the year long contract.

FISCAL IMPACT

\$15,000 in General Fund money.

RECOMMENDATIONS

It is the recommendation of the City Manager that City Council consider the request by Homeless Coalition for the City of Las Vegas to contribute \$15,000 for Catholic Charities to open restrooms during off-times for a six-month period, and authorize the Mayor to execute the agreement after approval by City Attorney.

Agenda Item**87**

Briefing Points for the Catholic Charities Restroom Agenda Item
8/18/99 City Council Agenda

SUBJECT: Approval to allocate General Funds in the amount of \$15,000 to assist Catholic Charities of Southern Nevada, to operate restrooms for extended hours at 1501 Las Vegas Blvd. N., Las Vegas, Nevada for the homeless population.

- In the fall of 1998, the Southern Nevada Homeless Coalition brought forward the issue of restroom availability in the area known as the homeless corridor. Unfortunately, their focus was on port-a-potties as the solution. It has taken eight months for the realization to sink in that it was not an acceptable plan by the area shelters, nor the government entities.
- With no one willing to place port-a-potties on their properties, another solution was sought. At one of the brainstorming sessions, the idea was suggested that the area shelters submit budget augmentation to keep their existing facilities open during peak times, or during times that they were not currently open. The plan was embraced by the Homeless Coalition and they tasked the area shelters to do just that.
- Three shelters responded to the initial request, however, Salvation Army incorporated their request into their FY 1999-2000 City Weather Shelter request for funds, leaving MASH and Catholic Charities.
- The Homeless Coalition requested financial assistance from the City of Las Vegas, the City of North Las Vegas, and Clark County. Clark County challenged the City of Las Vegas to match up to \$15,000, and North Las Vegas committed \$10,000. While the City and County have agreed to the \$15,000 each, North Las Vegas no longer is able to commit their \$10,000. This is why only one solution was brought forward for funding recommendation.
- The City has taken the lead on a Homeless Demographic study that will yield information relating to the needs and gaps in services for homeless citizens.

Restroom Facilities in the Homeless Corridor
between the City of Las Vegas and
Catholic Charities of Southern Nevada

THIS AGREEMENT, made and entered into this 18th day of August, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and Catholic Charities of Southern Nevada, a Nevada nonprofit corporation (hereinafter referred to as the "Recipient"), the City and the Recipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties";

WITNESSETH:

WHEREAS, the City is authorized by law to make funds available for the provision of shelter services to the homeless within the jurisdictional boundaries of the City; and

WHEREAS, for purposes of this Agreement, the term "homeless" means:

- A. An individual or family which lacks a fixed, regular, and adequate nighttime residence; or
- B. An individual or family which has a primary nighttime residence that is:
 - 1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for persons with mental illness);
 - 2. An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - 3. A public or private place not designed for, or ordinarily used, as a regular sleeping accommodation for human beings; and

WHEREAS, the Recipient operates or proposes to operate a program for the purpose of achieving the City's goals with respect to providing safe, decent, adequate restroom facilities for the homeless population in the City of Las Vegas (the "Project" herein); and

WHEREAS, the Recipient has applied to the City for such assistance to fund the Project referred to as the City of Las Vegas Homeless Restrooms, and the City desires, by this Agreement, to provide such assistance and to assure that the Recipient will carry out the purposes and objectives of the Project.

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

Section 1. SCOPE OF SERVICES:

A. The Recipient hereby agrees to perform the services which are described in Exhibit "A" which is attached hereto and by this reference made a part hereof.

B. The Recipient agrees to comply with the following as conditions of payment hereunder:

1. The Recipient agrees that persons to whom the restroom facilities are provided will have access during the hours of 9:00 p.m. and 9:00 a.m.; as stipulated in Exhibit "A".
2. The Recipient agrees that no one seeking restroom facilities availability will be denied services on the basis of race, color, national origin, ancestry, sex, sexual orientation, age, disability, or familial status.
3. The Recipient will not require a monetary fee as a condition of services to be provided.
4. The Recipient shall provide reasonable access to clean, sanitary, serviceable toilets, sinks with hot and cold running water. Additionally, the Recipient will provide a sufficient amount of toilet tissue, soap, and paper towels to meet the needs of clients to be served pursuant to this Agreement.
5. Any physical plant or building used by the Recipient used to provide restroom facility availability shall comply with any and all applicable building, fire, safety, and health codes.
6. The Recipient shall make accessible to all clients and shall post in a conspicuous place a copy of facility rules and regulations and a copy of disciplinary and grievance procedures.
7. The Recipient has trained on-site staff members (paid or volunteer) to provide a safe environment during all hours which the facility is open for clients. The Recipient shall provide the City with reasonable assurances that staff members are trained to resolve conflicts in a nonviolent manner. Such assurances shall include, but not be limited to, continuing training of staff on dealing with emergency situations; and nonviolent methods for conflict resolution.

Section 2. TIME OF PERFORMANCE:

The services of the Recipient shall commence as of September 1, 1999 and shall be completed by March 31, 2000 unless extended by mutual agreement.

Section 3. LOCATION OF RECIPIENT AND PROJECT:

The offices of the Recipient are located at 1501 N. Las Vegas Blvd. Las Vegas, NV 89101. The area which the Project is intended to serve hereunder is located at 1501 N. Las Vegas Blvd. Las Vegas, NV 89101. The Recipient hereby agrees to submit any plan for the relocation of the Project to the City for its review and approval prior to any such relocation. The mailing address of the Recipient is 1501 N. Las Vegas Blvd. Las Vegas, NV 89101. Recipient shall notify the City, at a minimum, two weeks prior to any mailing address change to avoid any potential delay in reimbursement.

Section 4. COMPENSATION:

The City agrees to pay the Recipient a total amount not to exceed \$15,000 (Fifteen Thousand Dollars) for the full performance of the services which are described in Section 1 hereof, in accordance with a budget approved by the City which will be submitted prior to the disbursement of any funds to the Recipient. In this connection, the Recipient expressly acknowledges and agrees that only eligible expenditures, as determined by the City, which are made on behalf of the Project can be paid to the Recipient pursuant to this Agreement. The total costs of the Project which are to be paid by the City

may not exceed the amount which is set forth in this Section, and the Recipient agrees that no change in the approved budget may be made unless such change is specifically authorized in advance and in writing by the City. Recipient program expenses incurred after September 1, 1999, but prior to execution of this Agreement, may be reimbursed upon approval of the City.

Section 5. METHOD OF PAYMENT:

The City agrees to reimburse the Recipient for all eligible expenditures which are incurred by the Recipient in the performance of the services as specified herein which are in accordance with the amounts which are allotted overall for the project. The Recipient agrees to incur the expenditures and to provide the City with an invoice therefore on a monthly basis.

The City will review the expenditures, for which reimbursement is sought by the Recipient, for consistency with the approved budget and scope of services. The monthly invoice must include adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents sufficient to detail the nature and propriety of costs. The monthly invoice and supporting documents shall be forwarded to the City's Neighborhood Development Division of the Neighborhood Services Department. The Recipient must also provide, on a monthly basis and on the dates required by the City, an operational budget and a report of objectives met.

The Recipient agrees to maintain and make accessible, for purposes of auditing, all original documentation for a period of three (3) years following the completion of the Project. If the findings of any such audit are not fully resolved in such three (3) year period, the Recipient shall retain such documentation for such additional period as may be necessary for the complete resolution of such findings.

Any breach of this Section shall be cause for the City to suspend the further funding of the Project until the matter is corrected to the satisfaction of the City.

Section 6. CITY'S GENERAL TERMS AND CONDITIONS:

The Recipient hereby agrees as follows:

A. To provide to the City client usage records on a monthly basis, containing, at a minimum, the following demographic data regarding the Project.

1. Total number of unduplicated clients served.
2. Gender of clients served.

B. To allow duly authorized representatives of the City to conduct such occasional reviews, audits, and on-site monitoring of the Project as the City deems to be appropriate in order for it to determine:

1. Whether or not the objectives of the Project are being achieved;
2. Whether or not the Project is being carried out in a timely manner;

3. Whether or not the Project is being conducted in an efficient and effective manner;
4. Whether or not management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether or not the financial operations of the Project are being conducted properly;
6. Whether or not the periodic reports to the City contain accurate and reliable information; and
7. Whether or not all of the activities of the Project are conducted in compliance with the provisions of City policy and this Agreement.

Visits by the City to the site of the Project shall normally be announced to the Recipient in advance of those visits and shall occur during normal operating hours. The City, or its authorized representatives, may request, and, if such a request is made, shall be granted, access to all of the records of the Recipient which relate to the Project during normal business hours. The representatives of the City may, on occasion, interview clients of the Project. The failure of the Recipient to adhere to the requirements that are contained in this Paragraph shall constitute grounds for the suspension or termination, or both, of this Agreement.

C. To not assign any right, delegate any duty or execute any agreement for services under this Agreement without the prior written consent of the City. Any such assignment of interest, delegation of duty or execution of agreement without the prior written consent of the City shall be voidable and may result in the forfeiture of all reimbursement, or such part thereof as may be determined by the City, to which the Recipient might otherwise be entitled from funds which are supplied by the City.

D. To protect, defend, indemnify and save the City harmless from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including but not limited to claims for contributions or indemnification, or both, for injuries to or death of any person caused by, in connection with or arising out of any activity which is undertaken by the Recipient pursuant to this Agreement. The Recipient's obligation to protect, defend, indemnify and save harmless, as set forth in this Subsection D, shall include any and all attorneys fees and investigation and litigation expenses which are incurred by the City in enforcing or obtaining, or both, compliance with the provisions of this Agreement. If SUBRECIPIENT uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00. The CITY shall be named as an additional insured in all policies of insurance obtained for the Program including, but not limited to, comprehensive general liability, bodily injury and property damage policies in an amount not less than \$1,000,000 for any person, and \$5,000,000 per occurrence and \$1,000,000 property damage. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

E. To not use any funds or resources which are supplied pursuant to this Agreement in litigation against any person, natural or otherwise, or in its own defense in any such litigation. The Recipient agrees to notify the City of any legal action which is filed by or against it in connection with the Project.

F. To be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the Project or are required by the City.

G. That no officer or employee of the Recipient may seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

H. That no officer or employee of the Recipient may use his position with the Recipient or government to secure or grant any unwarranted privilege, preference, exemption or advantage for himself, any member of his household, any business entity in which he has a financial interest or any other person.

I. That no officer or employee of the Recipient may participate as an agent of the Recipient in the negotiation or execution of any contract between the Recipient and any private business in which he has a financial interest. Unless it is specifically prohibited by law, a public officer or employee, as such, is not precluded from making a bid on a government contract if the contracting process is controlled by the rules of open competitive bidding, the sources of supply are limited, the public officer or employee has not taken part in developing the contract plans or specifications and the public officer or employee will not be personally involved in opening, considering or accepting offers.

J. That no officer or employee of the Recipient may suppress any Recipient report or other document because it might tend to affect unfavorably his private financial interests.

Section 7. SUSPENSION OR REDUCTION OF FUNDS:

A. The suspension of funding hereunder, in whole or in part, may occur in the event of any default, inability or failure to perform an obligation on the part of the Recipient. If funding is suspended hereunder, it shall remain suspended until either:

1. The matter is corrected to the satisfaction of the City; or
2. A determination is made by the City to amend or terminate this Agreement.

B. If the Recipient receives funds from other sources prior to or during the program year to cover costs which are eligible for payment pursuant to this Agreement, the Recipient agrees, at the City's request, to revise the budget to reflect the provision of additional services eligible for payment.

C. In the event that either party anticipates that the total amount of funds which are allocated to the Recipient pursuant to this Agreement will not be expended within the time frame and in a manner which is prescribed herein, the City shall have, and is hereby given, the right to extract the unexpended portion of those funds for other projects or programs which are operated under the auspices of the City's Homeless Restroom Facilities program.

Section 8. MODIFICATION OR TERMINATION OF AGREEMENT:

A. Any change or modification in the terms, conditions, or covenants of this Agreement shall not become effective unless reduced to writing and signed by the Parties.

B. If the Recipient fails to fulfill, in a timely and proper manner, its obligations in the performance of the Scope of Services, as specified in Section 1 hereof, or violates any of the covenants,

agreements or conditions which are contained herein, the City shall thereupon have the right to terminate this Agreement by giving written notification to the Recipient of its election so to do and specifying the effective date of such termination. Such notice shall be given not less than ten (10) days prior to the effective date of the termination.

C. The Recipient acknowledges that the City is not obligated to "carry forward" any funds made available hereunder on behalf of the Recipient after February 28, 2000, to permit the completion of the Project if the Project has not been completed by that date.

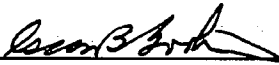
Section 9. INDEPENDENT CONTRACTOR:

The Recipient is an independent contractor of the City under this Agreement for all purposes, and the City shall have no relationship with the Project other than to provide funding and to receive the statements and reports referenced herein.

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

CITY OF LAS VEGAS

Catholic Charities of Southern Nevada



Mayor



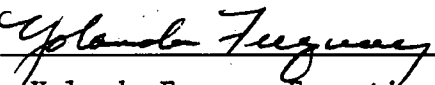
Ed Skonicki, Executive Director

ATTEST:

ATTEST:



Barbara Jo Ronemus, City Clerk

By: 

Yolanda Fuquay, Executive Assistant

COUNCIL ACTION: 8/18/99 APPROVED AS TO FORM: J. Pinbado 8/3/99

EXHIBIT "A"

PROGRAM OUTLINE

A. PROGRAM OUTLINE & SPECIFICS

To address the needs of homeless individuals by providing adequate restroom facility availability in the area known as the homeless corridor, the Southern Nevada Homeless Coalition asked area shelters to submit budget augmentation requests to the City of Las Vegas, Clark County, and North Las Vegas. The City and the County agreed to provide \$15,000 each to allow restrooms to be open for the next year. This will allow the area shelters time to raise funds to meet this gap in service for the next funding cycle.

In order to meet this gap, one women's and one men's restroom will be made available during the off-time hours of 9:00 p.m. - 9:00 a.m., twenty-four (24) hours a day, seven (7) days a week. This is the time frame identified by the Southern Nevada Homeless Coalition as peak off-time. The contract with Catholic shall commence on September 1, 1999 and end on February 28, 2000. Clark County has agreed to enter into a contract with Catholic Charities for the period of March 1, 2000 to August 31, 2000.

EXHIBIT "B"

TOTAL BUDGET

		CLV Share
Salaries	\$21,840	\$10,920
Supplies	\$7,440	\$3,720
Total	\$29,280	\$14,640

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 58

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION**

88

PUBLIC WORKS - DISCUSSION**ABEYANCE ITEM****SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK
COUNTY SANITATION DISTRICT**

D.A. ENTERPRISES, INC., Owner; (6250 Rio Vista Street - Bob Taylors Ranch House Restaurant); Request to connect one lot, approximately 4.7 acres, with an existing usage of a restaurant, to the City sewer from property located in Clark County at 6250 Rio Vista Street; applicant proposes to connect to the existing 27 inch line located in Rio Vista Street; the City limit is located adjacent to this site; the proposed usage of this parcel does not conform with the City's General Plan for the area; however, as a result of an on-site meeting between the property owners and the Clark County Health District on April 12, 1999, this connection is now required by the Health District.

**REESE - STRIKE - UNANIMOUS with M. McDONALD
excused**

NOTE: A previous motion by REESE to rescind his original motion (which carried unanimously with M. McDONALD excused) to STRIKE Item No. 88 carried unanimously with M. McDONALD excused.

APPEARANCES:

RICHARD GOECKE, Director, Department of Public Works
CITY MANAGER VALENTINE
ROBERT RATNER, 9081 Ivory Beach Drive

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

(10:26 - 10:28/10:39 - 10:44)
1-3186/2-110

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

City Council

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS**SUBJECT: DISCUSSION: ABEYANCE ITEM**

SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - D.A. ENTERPRISES, INC., OWNER (6250 RIO VISTA STREET - BOB TAYLORS RANCH HOUSE RESTAURANT)

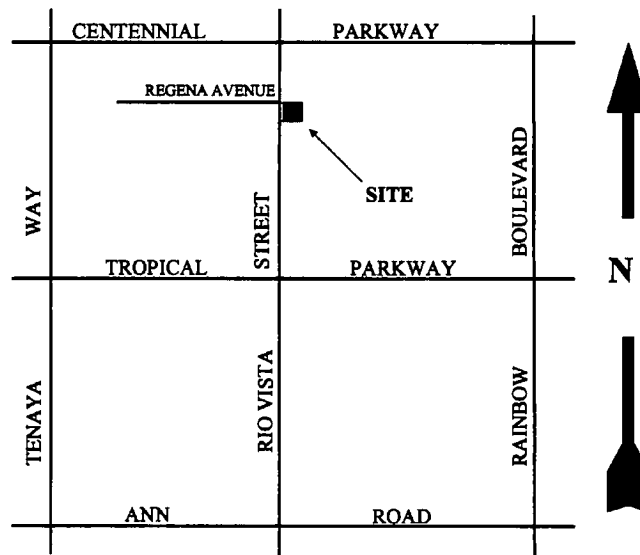
PURPOSE/BACKGROUND

This request is to connect one lot, approximately 4.7 acres, with an existing usage of a restaurant, to the City sewer from property located in Clark County at 6250 Rio Vista Street.

The applicant proposes to connect to the existing 27" line located in Rio Vista Street.

The City limit is located adjacent to this site.

The usage of this parcel does not conform to the City's General Plan for the area, however, as a result of an on-site meeting between the property owners and the Clark County Health District on April 12, 1999, this connection is now required by the Health District. It is understood that the city will provide sewer service only and no commitment for water is included with the approval. The applicant will be required to sign a "Sewer Connection Agreement" and a "Petition for Annexation" that will require the development to conform to City Standards as well as a "Covenant Running With Land" covering any off-site improvements not currently installed. An Interlocal Contract was approved by the Clark County Sanitation District on June 7, 1999. Fees will be determined and paid prior to connection.

**FISCAL IMPACT**

None

RECOMMENDATIONS

The Department of Public Works recommends APPROVAL, subject to conformance with all City Codes and Department standards. It is also recommended that the Mayor be authorized to sign the Interlocal Contract. Staff to proceed.

Agenda Item**88**

CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999

Page 1

**VERBATIM TRANSCRIPT - ITEM 88: SEWER CONNECTION AND APPROVAL OF INTERLOCAL
CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - D.A. ENTERPRISES, INC.**

MAYOR GOODMAN Item 88 - Public Works. This is abeyance item - Sewer - Have we done this one?

COUNCILMAN REESE No, this -

MAYOR GOODMAN Okay. Sewer Connection - D.A. Enterprises, Inc., owner. Bob Taylors Ranch House. Request to connect one lot, approximately 4.7 acres, with an existing usage of a restaurant, to the City sewer from property located in Clark County at 6250 Rio Vista. The proposed usage of this parcel does not conform with the City's General Plan for the area; however, this connection appears to now be required by the Health District.

RICHARD GOECKE, PUBLIC WORKS Yes, Your Honor, and I would recommend that we remove the item from the agenda. The issue is between the Health District and the Steakhouse. And at some point in time if either party was, would like to pursue it, we can readdress it.

COUNCILMAN REESE If I could, with Mr. Brown's indulgence, please. The way I understand it, Mr. Goecke, is - that the Health District is asking for a variance, but they need a letter from the City of Las Vegas saying that it's okay. And it's my understanding that we have done this before?

RICHARD GOECKE, PUBLIC WORKS We've never sent a letter to the Health District.

COUNCILMAN REESE Well, can we then just give Mr. Schmutzs a letter saying that it's okay with us that the Health Board gives them this variance?

RICHARD GOECKE, PUBLIC WORKS Um -

COUNCILMAN REESE I - respect your - request here. That would be my motion. Can we work, can we, can I talk to you about this after the meeting, then?

RICHARD GOECKE, PUBLIC WORKS Sure.

COUNCILMAN REESE Okay.

RICHARD GOECKE, PUBLIC WORKS Fine.

COUNCILMAN REESE Your Honor, I would ask then that we remove item 88 from our agenda.

MAYOR GOODMAN All right. There's been a motion. Vote on the motion, please. Post, please. Motion carries. **(Motion carried unanimously with M. McDONALD excused.)** Thank you very much.

CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999

Page 2

VERBATIM TRANSCRIPT - ITEM 88: SEWER CONNECTION AND APPROVAL OF INTERLOCAL
CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - D.A. ENTERPRISES, INC.

END RELATED DISCUSSION - RESUME RELATED
DISCUSSION

MAYOR GOODMAN

Gonna take something a little out of order here. There's been a request on Item No. 88, to have that recalled. This is concerning the sewer connection with Bob Taylors Ranch House. I believe Mr. Ratner is here?

CITY MANAGER VALENTINE

Yes, Your Honor. Apparently the applicant missed this item, was not present when it was heard, and he's asked that you reconsider this so he can make some testimony.

MAYOR GOODMAN

All right. Can I a motion?

COUNCILMAN REESE

I – would move that we, I'll rescind my vote and ask that we rehear this item then.

MAYOR GOODMAN

All right. Vote on the motion, please. Post, please. Motion carries. (Motion carried unanimously with M. McDONALD excused.)

COUNCILMAN REESE

I guess, my question would be, though, was he here when we heard the original testimony and stuff? He was late?

ROBERT RATNER

I've – been here every time. I just, normally the motions that have been on – the agenda, normally go down around 11:00 or 11:30. And I thought at 10:30, that I, with it being No. 88, I'd be on time. So I do apologize to the Committee.

COUNCILMAN REESE

What – is your questions and concerns?

ROBERT RATNER

Well, based on this, two – things we'd like to accomplish here: Number one, a non-objection from the City Council that the Clark County Health Department allow us to present a variance to them.

COUNCILMAN REESE

We're – gonna have a meeting. We can have it right after this meeting, I guess. Mr. Goecke has left, but we – had this item withdrawn and I asked that the City adopt a letter that will be sent to the Health District stating that we have no objection to the variance to keep your sewer system as is.

ROBERT RATNER

Okay. May I also interject one of the – In the event that we don't meet their requirements, I have a list, if the Council members would like that, of all of their, it's a worksheet as to all of the requirements that they're asking us to comply with. In the event that we meet those, then they will consider giving us a variance. In the event that we don't comply with one of those, we're going to need to automatically hook into

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 3

**VERBATIM TRANSCRIPT - ITEM 88: SEWER CONNECTION AND APPROVAL OF INTERLOCAL
CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - D.A. ENTERPRISES, INC.**

the City sewer. At this point in time, should we go ahead and – ask for your approval to go ahead in the event that we don't do that, or just come back after they've made their decision and request it at that time?

COUNCILMAN REESE

I – think to simplify things, it would probably be easier if you just waited to see.

ROBERT RATNER

Okay.

COUNCILMAN REESE

Because the way I understand it is if you don't meet their variance criteria, then you're gonna have to make application to be admitted to the City of Las Vegas to, in order to hook onto our sewer system and stuff, so it's –

ROBERT RATNER

With all due respect, we've already done that. We've – made that application.

COUNCILMAN REESE

So would your, would you like to be, I guess, hook up to our City sewer?

ROBERT RATNER

At this point in time, we prefer to go the route that we're going to see if our septic system, which we believe is working in an appropriate manner, –

COUNCILMAN REESE

Yeah.

ROBERT RATNER

– as well. But in the event that we don't, we figure, I mean, I'm here anyway, I've been here three times. Does it make a difference if we go ahead and get the permission of the City Council to go ahead and connect in the event that we need to?

COUNCILMAN BROWN

Councilman, if I may interject in here?

COUNCILMAN REESE

Please, do.

COUNCILMAN REESE

Mr. Ratner, I don't – know why you're here for three times, because I don't think anything's changed. If – you're forced to, by the Health District, to abandon the septic and come to the City, we have clearly stated not only will we hook you on, but we will work to mitigate some of those off-sites and other costs. Clear record. We'll help.

ROBERT RATNER

Okay. That's great.

COUNCILMAN BROWN

But, just to clarify, I don't want, I certainly don't feel that the City should be getting involved in Health District policy. I think that's up to your board.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 4

**VERBATIM TRANSCRIPT - ITEM 88: SEWER CONNECTION AND APPROVAL OF INTERLOCAL
CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - D.A. ENTERPRISES, INC.**

COUNCILMAN REESE

Yeah.

COUNCILMAN BROWN

And I – don't know that the details, Councilman, and perhaps you could find out from the Health District staff, but I don't think they should subrogate their responsibility to us, via a letter or a, you know, commitment or something. They – have their jobs to do, yea or nay. And if it's nay, Mr. Ratner and his group can come to us, and I think we've clearly stated for the third time that we'll help.

COUNCILMAN REESE

Well, staff, I don't know how we got to where we're at today anyhow. I mean, I've had meetings with the people at the Health District and the people at the City; there's no problem. He applies – for the variance. If he gets the variance, then he keeps his sewer system.

COUNCILMAN BROWN

But the varia', my understanding –

ROBERT RATNER

With all due respect –

COUNCILMAN REESE

If they deny that, then he – can apply with the City.

ROBERT RATNER

They are using a requirement, either by the City Council or the City Government and/or the State requirement that if a property is within 400 feet of a City sewer, they must connect.

COUNCILMAN REESE

No.

ROBERT RATNER

This is what they have told us many, many times.

COUNCILMAN BROWN

And we – contested that. I agree with you, Mr. Ratner. We contested that last time. If they're saying that, then that's a brand new policy coming out of the Health District and it's a State law; it's not the City's law. We are not going to mandate anybody hook up to the City sewer. I don't think we ever have. That's why I don't wanna set a precedent today.

ROBERT RATNER

You – did state that last time. I agree with you. But this is what they're using as either an obstacle or a loophole so they don't, they can push this off on the City. And we're – in the middle of this. We just wanna –

COUNCILMAN REESE

This – I've had numerous telephone calls. I haven't been told this. So – Like I say, let's – just withdraw this from our agenda today, and I'll meet with you and Mr. Goecke and the Health District and we'll get this ironed out.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 5

**VERBATIM TRANSCRIPT - ITEM 88: SEWER CONNECTION AND APPROVAL OF INTERLOCAL
CONTRACT WITH CLARK COUNTY SANITATION DISTRICT - D.A. ENTERPRISES, INC.**

ROBERT RATNER Okay. Okay, that would be great.

MAYOR GOODMAN Is that a motion?

COUNCILMAN BROWN And, Mr. Ratner, this -- is not -- I'm sorry, Mayor.

MAYOR GOODMAN Sure.

COUNCILMAN BROWN This has not impacted operations? We're, you're still --

ROBERT RATNER Oh, it's still operating --

COUNCILMAN BROWN Okay.

ROBERT RATNER There's never been a problem with our septic system, and it
-- Just one of those situations.

COUNCILMAN BROWN Great.

MAYOR GOODMAN May I have a motion, please.

COUNCILMAN REESE Yes, I -- would have a, I make it, **my same motion to
withdraw this item.**

ROBERT RATNER Thank you very much.

MAYOR GOODMAN Vote on the motion, please. Post, please. Motion carries.
**(Motion carried unanimously with M. McDonald
excused.)**

ROBERT RATNER Thank you.

MAYOR GOODMAN Thank you, Madam City Manager. Ms. Valentine, thank you
for bringing that to my attention.

CITY MANAGER VALENTINE You're welcome, I think.

COUNCILMAN REESE No. We'll have a meeting afterwards.

(END OF DISCUSSION)

/gpb

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 59

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PUBLIC WORKS - DISCUSSION****TRAFFIC & PARKING ITEM**

89

Discussion and possible action on a request to install speed humps on Dolores Drive between Silverstream Avenue and Washington Avenue

T&P Commission Recommendation: Denial

Staff Recommendation: Denial

M. McDONALD - APPROVED - UNANIMOUS

RICHARD GOECKE, Director, Department of Public Works, stated the request was studied but it did not meet warrants. It received 22 points where 40 are needed.

COUNCILMAN McDONALD commented that although it did not meet warrants, the Council must consider the quality of life of the neighborhood. As a matter of fact, when he was surveying the area, he almost got struck twice by a vehicle.

COUNCILMEN McDONALD and REESE appreciated the efforts of Public Works staff, the City Marshals, the Fire Department, and the Las Vegas Metropolitan Police Department, but insisted that the speed humps are needed.

NOTE: COUNCILMAN REESE directed MR. GOECKE to revisit the requirements to make speed humps viable because, as traffic increases on major arterials and people feel pressed for time, cut-through traffic is also increasing.

NOTE: COUNCILMAN McDONALD submitted letters and a petition totaling 24 signatures in support.

There was no further discussion.

(9:45 - 9:48)

1-1301

CITY COUNCIL

MEETING OF
AUGUST 18, 1999AGENDA DOCUMENTATION

TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKSSUBJECT: DISCUSSION AND POSSIBLE ACTION ON A REQUEST TO INSTALL SPEED HUMPS ON
DOLORES DRIVE BETWEEN SILVERSTREAM AVENUE AND WASHINGTON AVENUEPURPOSE/BACKGROUND

A resident has appealed the denial by the Traffic and Parking Commission and the Traffic Engineering Division to install speed humps on Dolores Drive between Silverstream Avenue and Washington Avenue. Traffic studies show that Dolores Drive did not meet warrants for speed humps.

Dolores Drive is a residential roadway with a 50-foot right-of-way and a 25 mph speed limit. Between Silverstream Avenue and Washington Avenue there is parking on both sides of the street with a single travel lane in each direction. There are 38 homes adjacent to the street. It is not a major or secondary emergency response route.

Dolores Drive was studied as a part of the Neighborhood Traffic Management Program. A count was conducted on May 27, 1999 with the following results: there were 1110 vehicles per day and the 85th percentile speed was 34 mph. The street accumulated a total of 22 points, where 40 points are necessary to meet the minimum criteria approved by City Council for the City to fund speed humps

FISCAL IMPACT

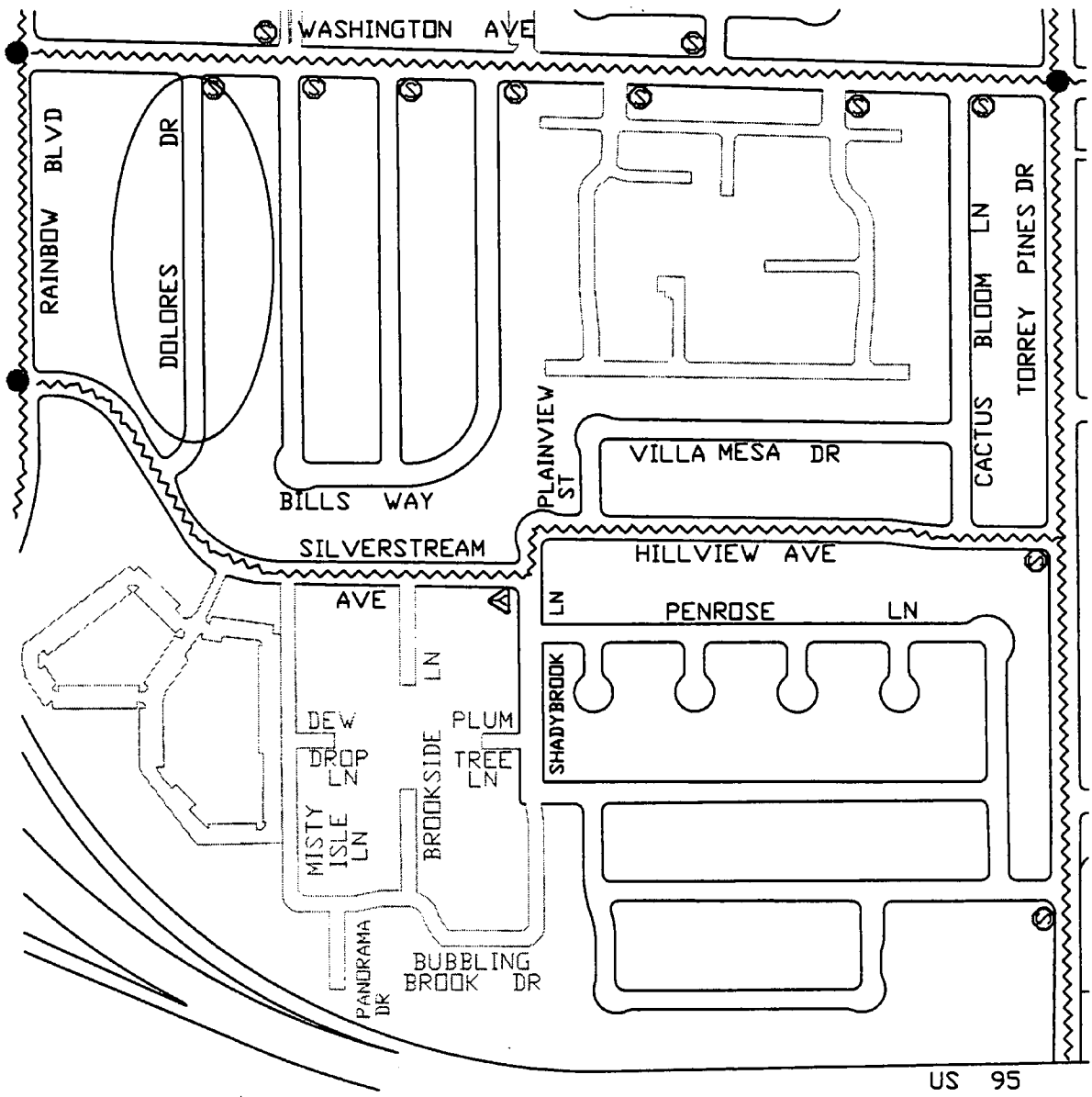
The cost of the installation of approximately 2 speed humps, \$7,000.00, would be paid from the Neighborhood Traffic Management Program.

RECOMMENDATION

TRAFFIC & PARKING COMMISSION RECOMMENDATION: Denial.

STAFF RECOMMENDATION: Denial.

AGENDA ITEM**88**



- YIELD SIGN
- STOP SIGN
- TRAFFIC SIGNAL
- PROPOSED SPEED HUMPS AREA
- PRIMARY EMERGENCY RESPONSE ROUTE

RE: Dolores Dr. speed bumps

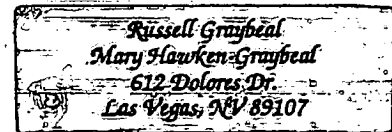
Phone 702-878-2793;
FAX: 702-878-2042
email: graybeal77@aol.com.

Friday, July 30, 1999

Councilman Michael J. McDonald
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Mr. McDonald,

#89



I know I speak for all the residents on this street who are concerned with the safety of our children. What a great need we have for speed bumps.

There are approximately 27 children on our street. This does not include the occasional visiting grandchildren. We have four of our own, the ages of nine, seven, five, and two. They are never allowed to venture past the front door alone. The danger is too great. Even the event of getting mail, and taking trash is supervised.

When we purchased this house 5 years ago, we had no idea of this situation. I know of several families who have sold and moved because of their concern for their small children. We too would like to sell, but are financially unable to at this time.

We have petitioned this concern vehemently for several years as a neighborhood. Not as to create a playground for our children, but just to make our homes safe.

There have been numerous incidences of accidents. One neighbor was hit while backing out of his driveway. One neighbor had a car hit her front block wall. And too many, much too close calls for the children on our street.

Please, Mr. McDonald, hear our plea.
With the safety of all of the children at heart.

with sincere gratitude,

Russell E. Graybeal
Mary E. Graybeal

Russell E. Graybeal
Mary E. Graybeal

#89

July 22, 1999

Dear Mr. McDonald,

I hereby appeal the decision of the Traffic & Parking, for the denial of speed bumps on Dolores Dr. Please place this item on the next available agenda of the City Council.

Thank You

Ron Loe

517 Dolores Dr.

Las Vegas, NV. 89107

878-5412

CLERK OF LAS VEGAS

1999 JUL 27 A 10:53

CLERK OF CITY COUNCIL

Twenty One Signature and Addresses,

Dolores De

- 517 Don Lebie
- 509 Dorothy + Charles LAWSON
- 505 Bill + Christine O'CONNOR
- 500 FRANK TODARO
- 700 MARGARET A. Lindsey
- 516 Lou ANNA MARTIN
- 600 T Lawrence Dicks
- 513 Barry Feingold
- 521 Doug S. Lee
- 704 David S. FRY
- 712 Robert Wirst
- 707 Arthur T. Miller
- 508 Walt B. Auer
- 713 Kim Elmore
- 809 Dennis Bond
- 808 Kevin Smith
- 616 Serene Bonneville
- 717 Michael B. Capps
- 612 Russ + MARY GRAY Beal
- 705 Jaime F. Bervales
- 501 Brigitte Frazier

There are FOUR house's that are VACANT, on the street
Three Residence I couldn't make contact with at any time

38 house's on this street

This is a Petition for Speed Humps on Dolores Drive.

1. Alon Jelic 517 Dolores Dr.

We need to slow traffic down on Dolores Dr. and Detour the large number of cars.

2. Dorothy & Charles Lawson 509 Dolores Dr.
Too many cars and too much speed. We have to have these traffic humps. We need these had.

3. Bill O'Connor July 22, 1999 505 Dolores
Christine O'Connor
We have needed these speed humps for a long time. Too many cars speeding through.
Caron O'Connor

4. Brigitte Truzzi speeding - small children playing
501 Dolores

5. FRANK TODARO PEOPLE SPEED DOWN OUR ROAD AND
DUE TO NEW OFFICE SPACE EMPLOYEES
300 DOLORES DR. USE DOLORES DRIVE AS A SHORT CUT
CALL ME MANY TIME CAR SPIN OUT AND
(702) 822-1673 ~~W~~ END UP ON OUR FRONT LINE.
I AM A CAT BUS DRIVER MY RTE
IS RAINBOW (101) - SO DON'T TELL
ME ABOUT TRAFFIC @ COUT - YOU SHOULD
COME TO ME ASK ME ABOUT TRAFFIC
RAINBOW AND DOLORES DR.

6. San Anna Martin 516 Dolores Dr

We really need these speed
IF you were live on Dolores Dr you
would understand the speeding
you would not have to consider it
you would do it.

7. T Laurie Dicks would like to ~~have~~
speed Bumps placed on Dolores to slow
down speeders we see a dangerous our
kids go outside to play

8. OUR FAMILY INCLUDING ALL FAMILY'S
ON OUR STREET IS IN SERIOUS
Jeopardy WITHOUT Bumps! THIS IS
A MAJOR THORFARE SILVER STREAM,
& Hillview HAS THEM & WILL CHANNEL
EVEN MORE TRAFFIC ON DOLORES!!
DOES IT TAKE KILLING A FEW
CHILDREN TO GET YOUR ATTENTION!
WE ELECTED YOU AND BELIEVE YOU
TO ~~BE~~ MAKE PROPER DECISIONS. NOW
ITS TIME TO BELIEVE YOUR FELLOW
CITIZENS WHO YOU REPRESENT NOW!
870 9510 Barry Fenigold 513 Dolores

9. Doug S. Lee 541 Dolores DR LYNN 89107

10

David S Fry
704 Dolores

Las Vegas NV 89107 702 259 0581

We need to slow down the traffic on
this street kids and dogs live
here you would not like to
have your kids or grandchildren
to get up with the danger on
living on a street this poorly
designed for safety

David

11

ROBERT WIRST

712 DOLORES DR.

LAS VEGAS NEV 89107

WE NEED BUMPS BADLY

Robert Wirst

12

Arthur T. Miller

707 DOLORES DR

Las Vegas NV 89107

As an original owner in this neighborhood
I have seen the area deteriorate from
a decent place to live to a speed
trap and almost unbearable constant
flow of traffic. Sometimes we have
as high as seven to eight cars on our

short 1300 feet street. It seems that we should either make this a dead end street or have a traffic lights installed to control the flow. It is hard to believe that the traffic engineer division was so callous and disinterested in our problem. They don't take their job seriously and was not really interested in the problem we have by the amount of time that was spent presenting it. This is the third time it has been considered without a serious intent on their part. I as a resident here, strongly disagree with their decision and appeal to you for consideration and approval of speed monitoring devices or police aide to control the flow and speed through this 1300 feet of street. Thank you. Sincerely Arthur Miller

- 13 Wats Bottard 508 Dolores DR 686-3166
OUR SHORT STREET HAS NUMEROUS PROBLEMS AND WITH THE TRAFFIC THAT CUTS THROUGH TO ADD TO THE INTERSECTIONS AND THE SPEED AT WHICH THEY TRAVEL, MY WIFE AND I FEAR IT IS ONLY A MATTER OF TIME BEFORE SOMEONE IS HIT OR KILLED.

⑭ Jim Ennore 713 Dolores Dr.

I have a child who would like to play outside, but because our streets ~~are~~ are so narrow - & with the speeding cars that come down our street all the time - it makes it really hard.

15 Dennis Bond 809 Dolores Dr.
Just seen to many Close calls
for accidents on this Street
lots of kids in area. To many Short
cutter's.

16 Kevin Smith 808 Dolores Dr.
TOO MANY PEOPLE USE THE ROAD AS A
SHORTCUT - THEY ZIP THROUGH AND DON'T
EVEN BEGIN TO SLOW DOWN.

17 Serene Bonnerille 616 Dolores Dr.
There are families w/ small children on this
street. Heavy traffic compromises their safety.
My 18 year old daughter was pulling into our
driveway and was hit by someone in a big hurry
to get to apartments at end of street. Did
4th of July fireworks on our street - too
much traffic coming and going too fast.
Too much traffic going too fast.

18 MICHAEL B. CAPP 717 DOLORES DR.
HAVE YOU EVER SEEN HOW MANY CHILDREN LIVE ON
THIS STREET & HOW FAST THE CARS TRAVEL THIS ROAD? IF
IT WAS YOUR KIDS WHO LIVE HERE, YOU WOULD WANT SOMETHING
DONE.

19

RUSS AND MARY GRAYBEAL July 24, 1999

878-2793

612 DOLORES DR.

We have 4 children, all under the age of nine. Have been a resident for 5 years on this street.

The DANGER is too great for any of our children to be unattended. The traffic is too much. Please attend to our situation.

20 Same P Berwaters 705 Dolores Dr.

JULY 23, 1999

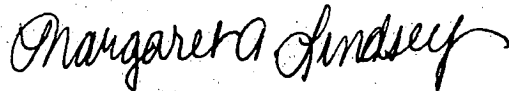
TO WHOM IT MAY CONCERN,

AT THE REQUEST OF MY MOST INSISTENT NEIGHBOR I AM WRITING THIS LETTER TO APPEAL TO THE CITY OF LAS VEGAS TO INSTALL SPEED BUMPS ON DOLORES DRIVE TO SLOW THE CONTINUOUS TRAFFIC THAT TRAVELS OUR SHORT LITTLE STREET.

WE HAVE LIVED ON DOLORES DRIVE SINCE AUGUST, 1978. RAISED OUR CHILDREN ON THIS STREET AND HAD THE CONSTANT WORRY THAT MY CHILDREN WOULD BE STRUCK BY A SPEEDING CAR. NOW I HAVE THE SAME WORRY WHEN MY SMALL GRANDCHILDREN ARE OVER FOR A VISIT.

I AM REQUESTING THAT YOU TAKE A STRONG CONSIDERATION TO THE RESIDENTS OF DOLORES DRIVE AND APPROVE THE INSTALLATION OF THE SPEED BUMPS.

SINCERELY,



MARGARET A. LINDSEY
700 DOLORES DRIVE
LAS VEGAS, NV 89107

Name Charles Lawson
Address 509 Dolores Dr.
City/State/Zip Las Vegas, NV 89107



CITY COUNCIL MEETING OF AUGUST 18, 1999

Page 570

**Please indicate your
comments or concerns
on the back of this card.**

City of Las Vegas
Councilman Michael J. McDonald
400 East Stewart Avenue
Las Vegas, NV 89101

120-016-7/96

89101-2927 78



CITIZENS COMMENTS AND CONCERNS

Councilman McDonald: We need speed bumps very bad.
Too much traffic and speeding on Dolores Dr.
I live in the fourth house (on right) from the
corner of Silverstream and Dolores Dr.
Approximately six months ago, a car came
around the corner of Silverstream, turning
left on Dolores Dr. and lost control
of his car, hitting a large tree in my
front yard. Had any children been
on the sidewalk, they could have
been killed.

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 60

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****RESOLUTIONS - DISCUSSION**

90

R-83-99 - Discussion and Possible Action to Approve a Resolution Adopting a Rate Schedule for Ambulance Transportation Services Provided by the Department of Fire and Rescue

REESE - APPROVED ADOPTION of R-83-99 - UNANIMOUS with M. McDONALD excused

CHIEF MARIO TREVINO, Department of Fire and Rescue, stated approval of the subject resolution would formalize the current charges for transportation services since inception of the service in January of 1999. He noted that the 10% monthly goal has been achieved.

There was no further discussion.

(10:28 - 10:29)

1-3217

91

R-84-99: Discussion and Possible Action to Approve a Resolution by the Las Vegas City Council to Provide the U. S. General Services Administration with a 5.3+/- acre site in the Las Vegas Enterprise Park for the purposes of constructing an administrative office building for the Federal Bureau of Investigation's Las Vegas office

REESE - APPROVED ADOPTION of R-84-99 - UNANIMOUS with M. McDONALD excused

APPEARANCES:

JEFFREY MARESH, Director, Office of Business Development

GRANT ASHLEY, FBI representative

JUDY MARETTA, FBI representative

ISAMU YOSHIDA, Director of Real Estate for Region Nine, GSA

TOM MCGOWAN, 720 South Casino Center Boulevard

CARY FELD, Project Manager and Contracting Officer out of Syracuse, New York, GSA

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

(10:29 - 10:36)

1-3270/2-1

CITY COUNCIL

MEETING OF

AUGUST 18, 1999

AGENDA DOCUMENTATION

TO:
City Council

FROM: Bradford R. Jerbic
Wfjn City Attorney

SUBJECT: Discussion and Possible Action to Approve a Resolution Adopting a Rate Schedule for Ambulance Transportation Services Provided by the Department of Fire and Rescue.

PURPOSE/BACKGROUND

On July 12, 1999, the City Council approved a list of usage fees or rates authorized to be charged by the Department of Fire and Rescue for Ambulance Transportation Services. Pursuant to Ordinance No. 5154, adopted that same day, the rates are to be adopted by resolution of the Council. This Resolution accomplishes that objective.

FISCAL IMPACT

None. This Resolution merely formalizes earlier Council action.

RECOMMENDATIONS

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

R-83-99

**RESOLUTION ADOPTING A RATE SCHEDULE FOR
AMBULANCE TRANSPORTATION SERVICES PROVIDED BY THE
DEPARTMENT OF FIRE AND RESCUE**

WHEREAS, Section 3 of Ordinance No. 5154 of the City of Las Vegas, as codified in LVMC Chapter 2.20, contemplates and authorizes the adoption by the City Council of a rate schedule for ambulance transportation services provided by the Department of Fire and Rescue; and

WHEREAS, a list of rates has been prepared and included in the Rate Schedule which is attached hereto and incorporated by this reference; and

WHEREAS, the City Council desires to adopt the Rate Schedule by resolution in accordance with Ordinance No. 5154.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

1. The Rate Schedule attached hereto is adopted, to be effective as of January 1, 1999.

2. A copy of the Rate Schedule shall be maintained on file in the Office of the City Clerk, and other copies may be made available in the offices of the Department of Fire and Rescue.

PASSED, ADOPTED and APPROVED this 18th day of August, 1999.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk
By: **Beverly K. Bridges**
APPROVED AS TO FORM: **Chief Deputy City Clerk**

 8-6-99
Date

**RATE SCHEDULE FOR AMBULANCE TRANSPORTATION SERVICES
DEPARTMENT OF FIRE AND RESCUE
(Effective as of January 1, 1999)**

ALS (Advanced Life Support)*Method "4"

<u>Item</u>	<u>Amount</u>
A0370 Emergency w/ specialized services	\$400.00
A0368 Emergency w/o specialized services	\$400.00
A0366 Non-emergency w/ specialized services	\$350.00
A0364 Non-emergency w/o specialized services	\$350.00
A0390 ALS miles	\$ 7.50
A0422 Oxygen	\$ 15.00
A0398 ALS routine disposable supplies	\$ 15.00

BLS (Basic Life Support)*Method "4"

<u>Item</u>	<u>Amount</u>
A0362 Emergency	\$400.00
A0360 Non-emergency	\$350.00
A0380 BLS miles	\$ 7.50
A0422 Oxygen	\$ 15.00
A0382 BLS routine disposable supplies	\$ 15.00

*Indicates service levels as authorized for reimbursement by Medicare

CITY COUNCIL

MEETING OF

AUGUST 18, 1999**AGENDA DOCUMENTATION**

TO:

CITY COUNCIL

FROM:

**JEFFREY L. MARESH, DIRECTOR
OFFICE OF BUSINESS DEVELOPMENT**

SUBJECT:

R-8499 - DISCUSSION AND POSSIBLE ACTION TO APPROVE A RESOLUTION BY THE LAS VEGAS CITY COUNCIL TO PROVIDE THE U. S. GENERAL SERVICES ADMINISTRATION WITH A 5.3+/- ACRE SITE IN THE LAS VEGAS ENTERPRISE PARK FOR THE PURPOSES OF CONSTRUCTING AN ADMINISTRATIVE OFFICE BUILDING FOR THE FEDERAL BUREAU OF INVESTIGATION'S LAS VEGAS OFFICE.

PURPOSE/BACKGROUND

For the last three years, the General Services Administration (GSA) along with the FBI have been searching for a suitable location to build the new FBI administrative building. City staff has recommended a 5.3 acre site located in the Las Vegas Enterprise Park. GSA has reviewed and approved this site and will designate it as "the project site" subject to the passage of this resolution

Information Facts:

- FBI building will be at a minimum of 80,000 sq. ft., and will house all of the FBI's administration and field personnel.
- The site meets all of the location criteria for the FBI building, including: central location, access to the freeway system, line of sight to communication equipment, proximity to NLV airport, large lot size to meet 100' setback requirements.
- The project will be a build-to-suit/lease back, to be administered by the GSA through a formal R.F.P. for the construction of the facility. The term of the lease will be a minimum of 15 years.
- The development of an administrative building will adhere to all covenants, conditions and restrictions associated with the Las Vegas Enterprise Park as well as all applicable zoning and planning regulations of the City of Las Vegas.
- Total estimated costs of this class "A" office building will be between \$15-\$20 million.

City property will be donated to the GSA or their designated winner of the federal procurement process.

- City's estimated base costs including land and infrastructure is approximately \$577,000. The estimated market value of the property is \$1,029,400.

Passage of this resolution will allow the GSA to designate this site exclusively which will secure the location of the new FBI building within the City limits of Las Vegas. This administrative building will meet the goals, objectives and purposes of the Las Vegas Enterprise Park as well as have a positive impact on the surrounding neighborhoods.

FISCAL IMPACT

The building and land will be privately owned and will be subject to property taxes estimated at a minimum of \$150,000 per year. The Agency expects to recoup the City's base cost within four years.

RECOMMENDATIONS

It is the recommendation of the City Manager to approve the Resolution and authorize its execution.

Agenda Item**91**

Resolution No. R-84-99

RESOLUTION BY THE LAS VEGAS CITY COUNCIL TO PROVIDE THE U.S. GENERAL SERVICES ADMINISTRATION WITH A 5.3+/- ACRE SITE IN THE LAS VEGAS ENTERPRISE PARK FOR THE PURPOSES OF CONSTRUCTING AN ADMINISTRATIVE OFFICE BUILDING FOR THE FEDERAL BUREAU OF INVESTIGATION'S LAS VEGAS OFFICE

WHEREAS, the City of Las Vegas has undertaken the development of the Las Vegas Enterprise Park as a mixed use business park; and

WHEREAS, the City of Las Vegas has been involved in negotiating several projects within the Las Vegas Enterprise Park; and

WHEREAS, one of the primary goals of the Las Vegas Enterprise Park is to act as an employment center and to provide needed public services to the central neighborhoods of Las Vegas; and

WHEREAS, the General Services Administration and Federal Bureau of Investigation has expressed interest in the Las Vegas Enterprise Park for the administrative offices of the Federal Bureau of Investigation; and

WHEREAS, the Federal Bureau of Investigation will contribute to the City in its efforts to revitalize the central core of Las Vegas; and

WHEREAS, the Federal Bureau of Investigation, as a tenant, will appreciate the value of other Las Vegas Enterprise Park property for future land sales; and

WHEREAS, the City of Las Vegas, as the owner and developer of the Las Vegas Enterprise Park property located at Martin Luther King Boulevard and Lake Mead Blvd., is also interested in making a site available to General Services Administration for the Federal Bureau of Investigation administrative offices; and

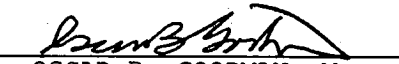
WHEREAS, the development of an administrative building will adhere to all covenants, conditions and restriction associated with the Las Vegas Enterprise Park as well as all applicable zoning and planning regulations of the City of Las Vegas;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Las Vegas City Council by this Resolution acknowledges that an administrative office building meets the goals and objectives of providing a needed service for Las Vegas, and, furthermore, indicates a willingness through this Resolution to provide approximately 5.3+/- acres of property ("site") in the Las Vegas Enterprise Park, generally located on the southeast corner of Stella Lake Street and Lake Mead Blvd., (the exact acreage to be determined upon completion of the site plan for the project); and

BE IT RESOLVED FURTHER that the site is being offered for evaluation as to its suitability as a Federal Bureau of Investigation administrative office building, with the understanding that if the General Services Administration and the Federal Bureau of Investigation elects to proceed with the development of the administrative office building, the City of Las Vegas will transfer fee simple title to the site at \$0.00 dollars per square foot to the General Services Administration, or its nominees, with all escrow and closing costs and brokerage commissions/fees to be paid by the

General Services Administration or Federal Bureau of Investigation or its designated nominee.

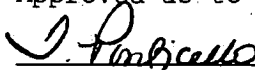
PASSED, ADOPTED AND APPROVED THIS 18th day of August, 1999.
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

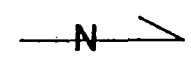
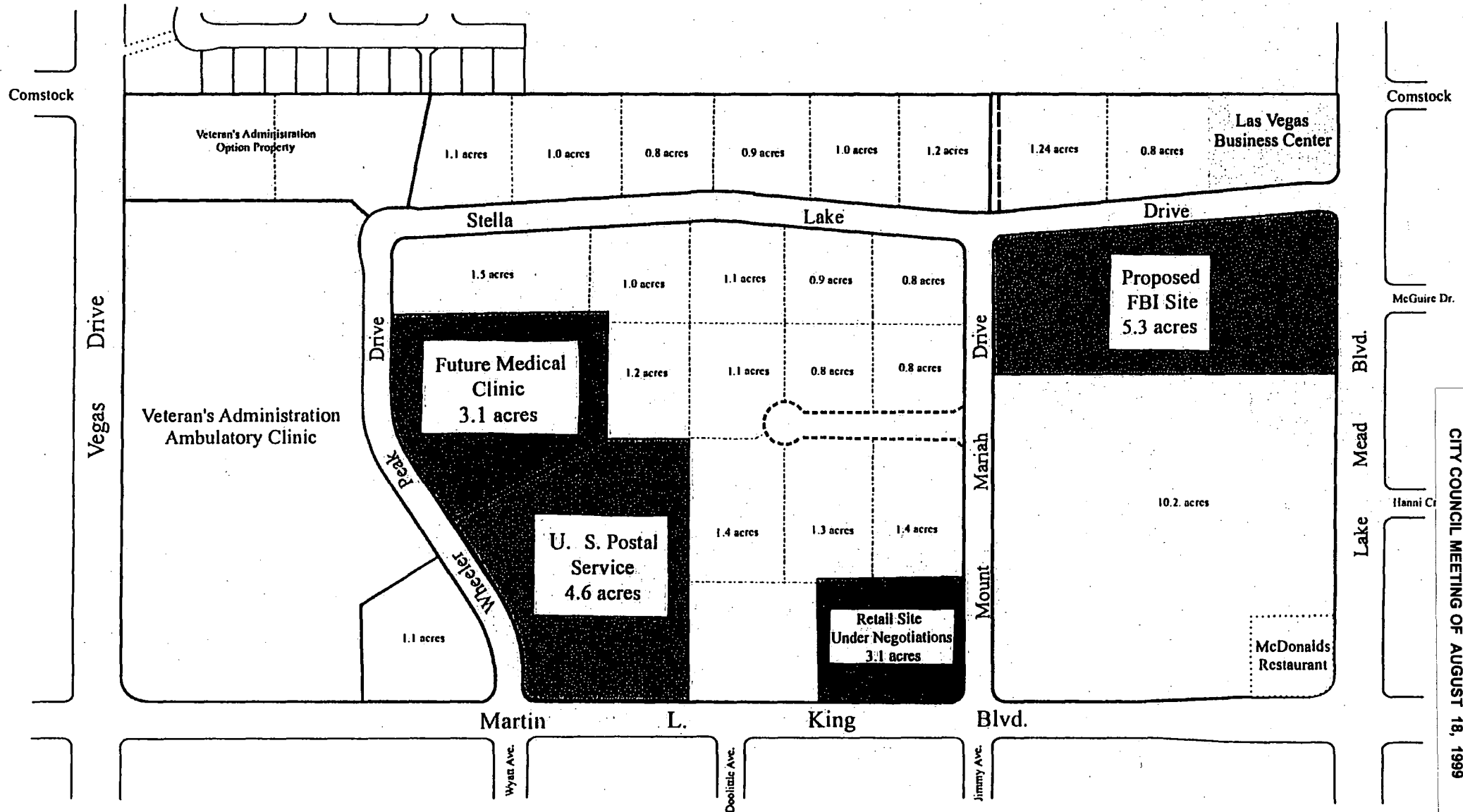
ATTEST:


BARBARA JO RONEMUS, City Clerk

Approved as to Form: **By: Beverly K. Bridges**
Chief Deputy City Clerk

 8/5/99
Date

LAS VEGAS ENTERPRISE PARK



**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 1

**VERBATIM TRANSCRIPT - ITEM 91: R-84-99 - OFFICE BUILDING FOR THE FEDERAL BUREAU OF
INVESTIGATION'S LAS VEGAS OFFICE**

MAYOR GOODMAN

R – This is agenda item 91 - R-84-99: Discussion and possible action to approve a resolution by the Las Vegas City Council to provide the U.S. General Services Administration with a 5.3, plus or minus, acre site in the Las Vegas Enterprise Park for the purpose of constructing an administrative office building for the Federal Bureau of Investigation's Las Vegas office. Mr. Maresh?

JEFFREY MARESH, OFFICE OF
BUSINESS DEVELOPMENT

Thank you, Mayor and Council. Jeff Maresh, Director of the Office of Business Development. Staff is pleased to report that after a very long site-selection period, the FBI, in conjunction with the United States General Services Administration, has decided to locate their new Class A, 80,000 square foot administration facility, estimated at \$15 million, in the City's Enterprise Business Park.

This development is consistent with the goals, objectives, and purpose of the Las Vegas Enterprise Park, and will have a positive impact on the surrounding community.

Staff is proposing to offer a 5.3-acre site at the southeast corner of Stella Lake Drive and Lake Mead Boulevard, up in the upper right hand corner, to the GSA or its approved nominee at zero dollars per square foot.

Pursuant to the Federal Procurement Process, the GSA will solicit bids from qualified architects and developers to design and construct this facility. Once complete, the GSA will lease the facility from the developer for a period of 15 years. Since the development will be privately owned, it will be subject to property taxes, which is, which are estimated at approximately \$150,000 per year. Since this property is located within the redevelopment area, almost all the \$150,000 would go to the Redevelopment Agency.

Our base cost for the site, including land and infrastructure is approximately \$577,000. The amount of the property taxes collected will zero out our base cost within approximately four years.

Staff acknowledges and appreciates the support its had from the Mayor and Council and respectfully recommends approval. With me today to answer any of your questions are representatives from the FBI, Grant Ashley and Judy Mareta; and representatives from the General Services Administration, Sandy Yoshida, who's Director of Real Estate for Region Nine, and Cary Feld, who is Project Manager, Contracting Officer out of Syracuse, New York.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 2

**VERBATIM TRANSCRIPT - ITEM 91: R-84-99 - OFFICE BUILDING FOR THE FEDERAL BUREAU OF
INVESTIGATION'S LAS VEGAS OFFICE**

MAYOR GOODMAN

Thank you. Mr. Ashley?

GRANT ASHLEY

Mayor, Councilman, I appreciate your support of the FBI in our search for a new facility. I appreciate the consideration of our needs as well as the interest in keeping us in the City. Councilman Reese, thank you for the support of your district. And, Mayor, I appreciate the call from you. We were headed, actually I think, out of your City, 'til intervened.

If you have any questions with respect to the FBI, that type of, would relate to the use of the facility, I'd address those. We have the General Services Administration, which are the experts in the acquisition and the building and that process. And they would take those questions. Thank you.

MAYOR GOODMAN

Thank you. Any questions or comments?

ISAMU YOSHIDA

If I may, --

MAYOR GOODMAN

Yes.

ISAMU YOSHIDA

-- Mayor and Council members, GSA's pleased to be here today to listen to your discussions and perhaps answer some questions. I think, this matter before you, when it comes to fruition, can be another great example of the Federal Government and the City Government partnership. As you can see what's happening with the -- Federal Building Courthouse being built right down the street from here. So, again, thank you very much.

MAYOR GOODMAN

Your welcome. I -- would just like to say this. I received a phone call from Mr. Ashley who indicated to me that they were going to be vacating their office building which is at -- what? About Seventh -- and Charleston? Around Seventh and Charleston. And the FBI was seriously contemplating going outside of the City, and the one thing that I know my Council wants, and I know that what I want, is to make sure that viable concerns don't leave the City, but they come to the City. And I have to say this, Mr. Ashley returns his phone calls very promptly. When I called him, he got right back to me, and we started a dialogue, and we worked very hard together with Mr. Maresh and with GSA, and I'm delighted that you're staying here.

I think that that whole project over there, with the various buildings that are presently in existence, the contemplation of having the, a Sheriff's Substation over there, really will revitalize that particular part of Councilman Reese's Ward and will make that area a much better in which to live. And I

CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999

Page 3

VERBATIM TRANSCRIPT - ITEM 91: R-84-99 - OFFICE BUILDING FOR THE FEDERAL BUREAU OF
INVESTIGATION'S LAS VEGAS OFFICE

thank everybody for their cooperation. May I have a motion, please.

TOM McGOWAN

May I interject one brief statement?

MAYOR GOODMAN

No, not – at this time. No, thank you.

TOM McGOWAN

Well, what's the setback anyway?

MAYOR GOODMAN

May I have a motion, please?

COUNCILMAN REESE

Yes, Your Honor, before I make a motion though, I kinda wanna to reiterate a couple of your comments. This Enterprise Park where this is gonna be located, has been a – joint effort from its inception with the County and North Las Vegas. We have worked very closely with those entities to bring forth those projects that's gonna benefit the area.

This area has been very hard to go in and revitalize, redevelop. But with this project right here, to me which is a centerpiece along Martin Luther King, between Lake Mead and Owens, is really showing what the City has tried to do with the VA Hospital, with the Federal Government's help, with the new post office that has been opened over there, with the substation that's gonna be there, with our Business Incubator that's located there, with the public/private dealings we have had with McDonald's, which is on the corner there that is very successful.

I know that this is also going to help anchor future development in that area. So, I wanna thank all those that are participants in this action today to keep this FBI building located in the City of Las Vegas. I know it is very important to me and my Ward. So I thank you, and I will be making a **motion to approve this resolution.**

COUNCILWOMAN McDONALD

Just had –

MAYOR GOODMAN

I believe Councilwoman McDonald has (inaudible)

COUNCILWOMAN McDONALD

Yes, just had one question. I'm just assuming that based on the requirements that you needed as far as acreage, that there was not a current site located within the downtown, you know, set aside the Union Pacific Property, of course, that could accommodate your needs within the, you know, I guess, the heart of downtown?

GRANT ASHLEY

No, Ma'am, we would be very interested in that. However, given the setback requirements of a hundred feet, which are

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 18, 1999**

Page 4

**VERBATIM TRANSCRIPT - ITEM 91: R-84-99 - OFFICE BUILDING FOR THE FEDERAL BUREAU OF
INVESTIGATION'S LAS VEGAS OFFICE**

security related, that was, essentially eliminated all sites and it drove the cost up so high that it was prohibitive.

COUNCILWOMAN McDONALD

Thank you.

GRANT ASHLEY

Thank you.

COUNCILMAN REESE

If I might just, Councilwoman McDonald, this site here is the last site we had available. And that's -- why we -- begged them to come here, so, we offered them this location. So, my motion will stand.

MAYOR GOODMAN

All right. Vote on the motion, please. Post, please. Motion pa', carries. **(Motion carried unanimously with M. McDONALD excused.)** Thank you.

JEFFREY MARESH, OFFICE OF
BUSINESS DEVELOPMENT

Thank you.

GRANT ASHLEY

Thank you very much.

MAYOR GOODMAN

Thank you very much.

(END OF DISCUSSION)

/gpb

CITY COUNCIL

MEETING OF

August 18, 1999

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

Page 61

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****V. REPORTS FROM RECOMMENDING COMMITTEES - DISCUSSION****BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

92

Bill No. 99-36 -- Readopts LVMC 10.02.010 to make State misdemeanors likewise City misdemeanors. Proposed By: City Attorney

Committee: Brown and M. McDonald

First Reading - 7/26/99

Recommending Committee - 8/2/99

ADOPTION at 8/18/99 Council meeting

CITY COUNCIL - 8/4/99

NO ACTION TAKEN

First Publication - 8/6/99

REESE - Second Reading and BILL ADOPTED as recommended as Ordinance No. 5160 - UNANIMOUS with M. McDONALD excused

Clerk to proceed with second publication

There was no discussion.

(10:36 - 10:38)

2-66

93

Bill No. 99-37 -- Amends the Zoning Code to specifically authorize the City Council to take final action on site development plans, and to require final action by the Council concerning variance approvals. Sponsored by: Councilman Michael McDonald

Committee: Brown and M. McDonald

First Reading - 7/26/99

Recommending Committee - 8/2/99

ADOPTION at 8/18/99 Council meeting

CITY COUNCIL - 8/4/99

NO ACTION TAKEN

First Publication - 8/6/99

BROWN - Second Reading and BILL ADOPTED as recommended as Ordinance No. 5161 - UNANIMOUS with M. McDONALD excused

Clerk to proceed with second publication

There was no discussion.

(10:38 - 10:39)

2-88

MEETING OF

JULY 26, 1999

AGENDA DOCUMENTATION

TO:
City Council

FROM: Bradford R. Jerbic
WJR City Attorney

SUBJECT: Bill No. 99-36 -- Readopts LVMC 10.02.010 to make all State misdemeanors likewise City misdemeanors.

PURPOSE/BACKGROUND

Pursuant to LVMC 10.02.010, any offense that constitutes a misdemeanor under State law is also a misdemeanor under City law if it is committed within the corporate boundaries of the City. This permits prosecution of such an offense in Municipal Court.

In order to assure that LVMC 10.02.010 is interpreted to incorporate State-law changes made during the 70th Session of the Nevada Legislature, LVMC 10.02.010 should be readopted. This bill will accomplish that objective.

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.

AGENDA DOCUMENTATION

MEETING OF
JULY 26, 1999TO:
City CouncilFROM: Bradford R. Jerbic
City Attorney

SUBJECT: Bill No. 99-37 -- Amends the Zoning Code to specifically authorize the City Council to take final action on site development plans, and to require final action by the Council concerning variance approvals.

PURPOSE/BACKGROUND

The Zoning Code presently provides no specific authority for the City Council to review Site Development Plan Review applications that have been approved by either the Director of Planning or the Planning Commission. Although it is felt by many that the City Council has such review authority inherently, there is wisdom in establishing that authority explicitly in the Zoning Code.

With regard to variance applications, the Zoning Code currently provides a mechanism for the Council to review applications that have been approved by the Board of Zoning Adjustment (BZA), but it has been proposed to make such review automatic.

In order to address these concerns, Bill No. 99-37 would accomplish the following:

1. Specifically allow a member of the City Council to request to have the Council review a Site Development Plan Review application that has been approved either by the Director (for a Minor Review) or by the Planning Commission (for a Major Review). The request would have to be filed in writing within 10 calendar days after the approval. The filing would be with the Director in the case of a Minor Review and with the City Clerk in the case of a Major Review.
2. Require all Variances approved by the BZA to go automatically to the City Council for final action. Applications denied by the BZA would go to the Council only if appealed by the applicant.

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.