

City of Las Vegas

Agenda Item No. 67

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTION:**

R-106-99 - Approval of a Resoluton Making Provisional Order and Directing that Notice of Hearing thereon be given re: Special Improvement District No. 1469 - 4th Street (Washington Avenue to Adams Avenue).

Fiscal Impact☒**No Impact****Amount: \$ 66,390**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source: Levy of Assessments****PURPOSE/BACKGROUND:**

Installation of pavement, curb, gutter, sidewalk, driveway approach and street lights. Costs will be recovered over a 10 year period.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-106-99.

MOTION:

M. McDONALD - Motion to APPROVE:

Items 4 through 20

Items 22 through 53

Items 55 through 67

- carried UNANIMOUSLY

Item 3: APPROVED under separate action (see individual item)

Item 21: STRICKEN under separate action (see individual item)

Item 54: ABEYANCE under separate action (see individual item)

MINUTES:

There was no discussion.

(9:29 - 9:30)

1-547

RESOLUTION NO. R-106-99

A RESOLUTION MAKING A PROVISIONAL ORDER TO THE EFFECT THAT CERTAIN IMPROVEMENTS IN THE CITY SHALL BE ACQUIRED PURSUANT TO THE CONSOLIDATED LOCAL IMPROVEMENTS LAW TO BE KNOWN AS CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1469 - 4TH STREET (WASHINGTON AVENUE TO ADAMS AVENUE); AND CALLING A HEARING ON THE PROJECT.

Summary: Provisional Order Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark in the State of Nevada, is of the opinion that the interest of the City requires the creation of a special improvement district pursuant to the Consolidated Local Improvements Law and the acquisition and improvement of a Street Project as defined in NRS 271.225 (hereinafter the "Project"); and

WHEREAS, the City Engineer, together with the City Engineering Division (hereinafter the "Engineer") has filed at the office of the City Clerk, in connection with said Project and with the proposed City of Las Vegas, Nevada, Special Improvement District No. 1469 - 4th Street (Washington Avenue to Adams Avenue) the following:

(A) Preliminary plans and specifications showing a typical section of the contemplated improvements, the type or types of material, approximate thickness and wideness for the Project;

(B) A preliminary estimate of the total cost of the Project and of each type of construction, said estimate being made in a lump sum or by unit prices, and further, including in said total estimate, without limiting the generality of the foregoing, the advertising, appraising, engineering, legal, interest on interim warrants, if any, discount on any bonds, printing, and such other expenses as in the judgment of said Engineer are necessary or essential to the completion of such work or improvement, and the payment of the cost thereof;

(C) An assessment plat or map, including an addendum thereto (designated as a "Tabulation of Parcels") showing the descriptions of the property to be assessed, showing the area to be assessed, the market values, a description of each lot, tract or parcel of land, the name and address of each owner, the amounts of estimated preliminary assessments, the amount of

maximum benefits (and corresponding market value increases) estimated to be assessed against each lot, tract or parcel of land in said assessment area such estimate being based on the method of assessment set forth herein (an equitable adjustment having been made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or lands, or for any lot, tract or parcel of land not specially benefited for other reasons in direct proportion to its front footage, so that assessments according to benefits will be equal and uniform); and

(D) The Engineer's Report to the City Council on Benefits, as to the method of determining benefits and corresponding market value increases and as to whether the creation of the District is economically sound and feasible; and

WHEREAS, the City Council has examined the improvement plans, assessment plat, including the addendum thereto, typical section of contemplated improvements, preliminary estimate of the cost, estimate of maximum benefits, and Engineer's Report, so filed with the City Clerk, and has found, and does hereby declare the same to be satisfactory in all respects; and

WHEREAS, the City Council has also 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 the Special Improvement District No. 1469 - 4th Street (Washington Avenue to Adams Avenue) and only the property which is so specially benefited, is included on the District; and

WHEREAS, the City Council has determined and does hereby determine that the exception provided by NRS 271.306(2)(b) does exist with respect to the project constituting not more than 2,640 feet between improvement already made to either side of the same street or between improvements already made to intersecting streets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS OF THE COUNTY OF CLARK, IN THE STATE OF NEVADA THAT:

Section 1. The special improvement district shall be designated "City of Las Vegas, Nevada, Special Improvement District No. 1469 - 4th Street (Washington Avenue to Adams Avenue)" (hereinafter the District).

Section 2. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District 1469 Provisional Order Resolution" (hereinafter the "Resolution").

Section 3. The City Council hereby ratifies the preparation by the Engineer of and does accept said plans and specifications, assessment plat (including the addendum and exhibits thereto), typical section of the contemplated improvements, preliminary estimate of cost, the Engineer's Report on Benefits, and the estimate of maximum benefits (and corresponding market value increases) to be assessed against each lot, tract, or parcel of land in the assessment area.

Section 4. The Project shall be acquired at an estimated preliminary total cost of \$66,390, including engineering, legal, and incidental expenses, as more particularly hereinafter set forth and as described in the plans and specifications herein accepted, reference to which is hereby made and which are available for public inspection at the office of the City Clerk at 400 East Stewart Avenue, Las Vegas, Nevada 89101.

Section 5. The City Council has also determined and does hereby declare as follows:

1. The public convenience and necessity requires the creation of District No. 1469 - 4th Street (Washington Avenue to Adams Avenue) and construction of the Project;
2. The creation of the District is economically sound and feasible; and
3. The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 6. The boundaries of the District, within which is located the Project and the lots, tracts and parcels of land to be assessed, shall be as designated in the form of notice set forth in Section 7 of this Resolution. It is estimated that the total cost shall be apportioned as follows:

Estimated Amount of Special Assessments	Amount Available of Other Sources	Total Cost
\$ 66,390	\$ 0.00	\$ 66,390

The amounts to be assessed shall be made upon all tracts benefited in proportion to the special benefits received, as more fully described in the form of notice set forth in Section 7 of this Resolution.

Section 7. On Wednesday, January 5, 2000, at 1:00 p.m. in the City Council Chambers 400 East Stewart Avenue in Las Vegas, Nevada (i.e., a time at least 20 days after the adoption of this Resolution) the City Council will consider the ordering of the Project and will hear all complaints, protests, and objections that may be made in writing, and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owners of land to be assessed or any person interested. The owners of the property to be assessed or any other persons interested therein may file a written protest or objection, and may appear before the City Council and be heard as to the propriety and advisability of making such improvements, as to the estimated cost thereof, as to the manner of payment therefor, as to the amount thereof to be assessed against the property to be improved, and as to the amount of special benefits and corresponding market value increases. Twenty (20) days' notice in writing of such time and place shall be given to such property owners, postage prepaid, as first-class mail, to each of such property owners at his last-known address, the names and addresses of such property owners to be obtained from the records of the County Assessor or from such other sources as the City Clerk deems reliable. Such notice shall also be given to the owner and each tenant of mobile home parks (if any) located on any tracts to be assessed. Any such list of names and addresses may be revised from time to time, but such list need not be revised more frequently than at twelve-month intervals. Notice shall also be given by posting in three public places at or near the site of the Project at least twenty (20) days prior to said hearing. Proof of such mailing and posting shall be made by the affidavit of the City Clerk or Deputy City Clerk, such proof to be filed with the City Clerk, provided that failure to mail such notice or notices shall not invalidate any assessment nor any other of the proceedings hereunder. Notice of the time and place of such hearing shall also be given by publication in the Las Vegas Review Journal, a daily newspaper published in Las Vegas and of general circulation in City of Las Vegas, Nevada, once each week for three (3) consecutive weekly publications, by three (3) weekly insertions, the first publication in such newspaper to be at least fifteen (15) days prior to the date of the protest hearings. Not less than fourteen (14) days shall intervene between the first publication and the last publication in such newspaper.

Such service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk.

The proof of publication, the proof of mailing and the proof of posting shall be maintained in the records of the office of the City Clerk until all the assessments appertaining to the District shall have been paid in full principal, interest and any penalties or collection costs. Said notice shall be in substantially the following form:

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

(Form of Notice)

NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN
THE PROPOSED CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1469 - 4TH STREET (WASHINGTON AVENUE TO ADAMS AVENUE)

NOTICE IS HEREBY GIVEN to the property owners within the proposed City of Las Vegas, Nevada, Special Improvement District No. 1469 - 4th Street (Washington Avenue to Adams Avenue) (hereinafter the "District") and to all interested persons that:

The City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark in the State of Nevada, has provisionally ordered the acquisition of a Street Project (hereinafter the "Project") as more particularly described as follows:

4TH STREET (EAST SIDE) - from the northerly right-of-way line of Washington Avenue north along 4th Street to the centerline of Adams Avenue (40' right-of-way).

Except as shown on the preliminary plans and specifications now on file in the office of the City Clerk and in the office of the Special Improvement District in Las Vegas, Nevada, the character of such Project shall be described more particularly as follows: The improvements on 4th Street will consist of the grading, regrading, graveling, and asphalt paving as necessary for approximately 18 feet of road width, "L" type curb and gutter, sidewalk, a commercial driveway approach and streetlights. The improvements on Adams Avenue will consist of the grading, regrading, graveling, and asphalt paving as necessary for approximately 12 feet of road width, "L" type curb and gutter and sidewalk. The streetlights will be installed at the back of the sidewalk at appropriate intervals.

The preliminary estimated total cost of the Project and the amount to be assessed is as follows:

Estimated Amount of Special Assessments	Amount Available of Other Sources	Total Cost
\$ 66,390	\$ 0.00	\$ 66,390

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 lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The portion of the costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or preliminary assessment roll. In cases of wedge or "V" or any other irregularly-shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The assessments will be levied on a front foot basis. Each property owner will be assessed for the cost of a street pavement section, curb and gutter, sidewalk, a commercial driveway approach and streetlights, where not already existing.

The boundaries of the District shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements.

All persons interested are hereby advised that the preliminary plans and specifications (showing a typical section of the contemplated improvements) and the assessment plat including a tabulation of parcels of preliminary assessment roll; a preliminary estimate of the total cost, a description of the lots, tracts and parcels of land to be assessed and the portion of the cost to be assessed thereagainst, and the amount of maximum benefits (including the corresponding market value increases) estimated to be conferred on each piece or parcel of property, the Engineer's report as to the method of determining benefits, and all proceedings in the premises, are on file in the office of the Special Improvement District office, Department of Public Works, and at the office of the City Clerk at 400 East Stewart Avenue, Las Vegas, Nevada and can be seen and examined by any property owner, or other interested persons, during regular business hours.

It is anticipated that there will be grade or elevation changes in connection with the acquisition of the Project. Such grade or elevation changes are substantial and are as shown on the preliminary plans

and specifications. All persons interested are hereby referred to the preliminary plans and specifications which relate to the details of the Project.

On Wednesday, January 5, 2000, at 1:00 p.m., in the City Council Chambers at 400 East Stewart Avenue, in Las Vegas, Nevada, the City Council will consider the ordering of the proposed Project, and will hear all complaints, protests and objections that may be made in writing and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owner of any tract to be assessed or any person interested. The owners of the property to be assessed, or any other person interested therein, may appear before the City Council and be heard as to the propriety and advisability of acquiring and improving such Project, as to the estimated cost thereof, as to the manner of payment therefor, and as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract, in the District.

The City Council requests that any property owner or interested person wishing to make protest or objection, make such protest or objection in writing at the office of the City Clerk at least three (3) days before the time set for such hearing, i.e., on or before Friday, December 31, 1999. On the date and at the time and place fixed for such hearing, any and all property owners interested in the Project may, by written complaint, protest or objection, present their views to the City Council, or present them orally, and the City Council may adjourn the hearing from time to time. Any person filing a written protest or objection as hereinabove provided shall have the right within thirty (30) days after the City Council has finally passed on such protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination, but thereafter all actions or suits attacking the validity of the proceedings and the amount of benefits shall be perpetually barred. A PROPERTY OWNER'S ONLY CHANCE TO PRESENT EVIDENCE TO DEMONSTRATE THAT HIS OR HER ESTIMATED ASSESSMENTS ARE EXCESSIVE WILL BE AT THE PUBLIC HEARING AND A PROPERTY OWNER WILL NOT BE ABLE TO PRESENT ANY ADDITIONAL EVIDENCE UPON SUBSEQUENT APPEAL TO DISTRICT COURT.

A person should object to the formation of the District, using the procedure outlined in this notice, if his support for the District is based upon a statement or representation concerning the Project that is not contained in the language of this notice.

If a person objects to the amount of maximum benefits estimated to be assessed or to the legality of the proposed assessments in any respect:

- (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 271.315.

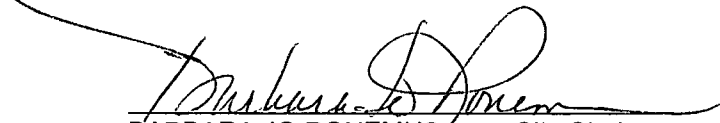
The City Council of the City of Las Vegas has determined that no more than 2,640 feet exists between improvements already made to either side of the same street or between improvements already made to intersecting streets and accordingly may take advantage of the exception stated in paragraph (b) of subsection (2) of NRS 271.306 (which exception is that the City, at its option, may proceed with the improvements in the District regardless of the percentage of protests).

After such hearing, the City Council shall determine the advisability of undertaking each part of the Project, and, if it determines to proceed, shall determine the kind and character of such improvements so to be made, and shall authorize the advertising for bids for the doing of such work and the furnishing of all necessary materials with the lowest and best bidder or bidders. The City Council may determine not to proceed with all or any part of the Project regardless of the protests or objections.

After the determination of the actual cost of the Project, assessments shall be levied in accordance with the laws of the State of Nevada. In no event shall the assessments exceed the estimated maximum special benefits to the property assessed or the reasonable market value of the property being assessed (as determined by the City Council). The City Council shall provide that the assessments may be payable without interest and without demand during a specified cash payment period and the City Council shall provide that the assessments may be paid at the election of the owner in twenty (20) substantially equal semi-annual installments of principal. The City Council shall also provide

the time and terms of payment of such assessments, and shall fix penalties (at a rate not exceeding two percent (2%) per month) to be collected upon delinquent payments. The City Council shall also provide the rate of interest on unpaid installments of assessments which will not exceed the maximum rate of interest permitted under the statutes of the State; and if assessment bonds are issued, such rate will not exceed by more than 1% of 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 by more than 3% the "Index of Twenty Bonds" which shall have been most recently published before the time bids for the bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If bonds are not sold for the District the City Council shall by resolution establish the rate of interest on unpaid and deferred installments of assessments.

By order of the City Council of the City, Nevada, and dated this December 1, 1999.



BARBARA JO RONEMUS, City Clerk

(End of Form of Notice)

Section 8. That 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 City of Las Vegas, Nevada, Special Improvement District No. 1469 - 4th Street (Washington Avenue to Adams Avenue) be, and the same hereby are, ratified, approved and confirmed.

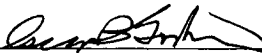
Section 9. That the officers of the City are directed to effectuate the provisions of this Resolution.

Section 10. That all resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 11. That the invalidity of any provision of this Resolution shall not affect any remaining provisions hereof.

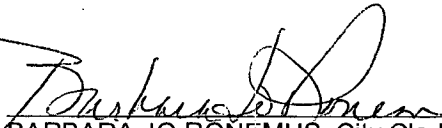
Section 12. That the City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with the law.

PASSED, ADOPTED AND APPROVED, December 1, 1999.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to Form:



Date 12/7/99 City Attorney

City of Las Vegas

Agenda Item No. 68

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Held in Abeyance From November 17, 1999

Discussion and Possible Action on Appeal of Work Card Denial:

Ms. Jennifer Prince
3937 S. Spencer #50
Las Vegas, NV 89119

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:**

None

MOTION:

M. McDONALD - Motion to uphold the recommendation of the Las Vegas Metropolitan Police Department and DENY the work card - UNANIMOUS

MINUTES:

The appellant was not present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, recommended denial due to the appellant's failure to appear before the City Council. MAYOR GOODMAN verified with SERGEANT CANNITO that there is a period of one year in which the applicant can reapply for this particular work card.

(9:33 - 9:34)

1-663

City of Las Vegas

Agenda Item No. 69

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and Possible Action on Appeal of Work Card Denial:

Ms. Jacqueline Marie Dillon
629 Triest Circle #B
Las Vegas, NV 89110

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:**

Appeal letter and City Clerk notification letter to Appellant

MOTION:**M. McDONALD - ABEYANCE to 12/15/99 - UNANIMOUS****MINUTES:**

The appellant was present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, reported that MS. DILLON was denied a work card based on her arrest history and for submitting a misleading and incomplete application. She has been arrested 15 times, however she only advised her prospective employer of four arrests. MS. DILLON is a registered ex-felon for discharging a firearm into an occupied structure and was convicted as a result of a probation violation. The other arrests include trafficking, conspiracy to distribute controlled substance, battery, domestic violence, battery with a deadly weapon and forgery. Additionally, since this is a location with restricted gaming, it is also regulated under NRS 463.335 which allows for denial under similar enumerated reasons.

*City of Las Vegas***Agenda Item No. 69**

CITY COUNCIL MEETING OF DECEMBER 1, 1999

ITEM 69 - Appeal of Work Card Denial - Ms. Jacqueline Marie Dillon

MINUTES - Continued:

JACQUELINE MARIE DILLON stated that she found a job, however, the employer would not hire her unless she obtain a gaming work card and she needs a job in order to support her four children.

MAYOR GOODMAN clarified with SERGEANT CANNITO that a gaming work card is required because the applicant would be working in a store that has slot machines. SERGEANT CANNITO noted that Metro would not have a problem issuing MS. DILLON a limited one year, location specific, gaming work card as long as her employer verifies that they are aware of her arrests. MAYOR GOODMAN requested that SERGEANT CANNITO report back to the Council once the employer has been contacted. COUNCILMAN REESE added, that in addition to the telephone call, a letter from the employer be submitted for the record.

There was no further discussion.

NOTE: MAYOR GOODMAN requested that SERGEANT CANNITO report back to the Council once the employer has been contacted.

(9:34 - 9:38)

1-698

RECEIVED
CITY CLERK

1999 NOV 17 P 3:17

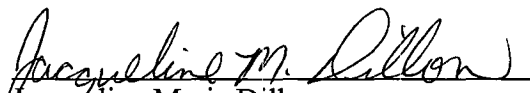
November 17, 1999

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 the denial before the City Council.

Sincerely,


Jacqueline Marie Dillon
629 Triest Circle #B
Las Vegas, NV 89110



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD

CITY MANAGER
VIRGINIA VALENTINE

November 17, 1999

Jacqueline Marie Dillon
629 Triest Circle #B
Las Vegas, NV 89110

Re: **WORK CARD APPEAL**

Dear Ms. Dillon:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of December 1, 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 of Las Vegas

Agenda Item No. 70

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and Possible Action on Appeal of Work Card Denial:

Mr. Billy Ray Finks
1317 Mezpah
Las Vegas, NV 89106

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:**

Appeal letter and City Clerk notification letter to Appellant.

MOTION:

M. McDONALD - Motion to APPROVE a temporary, limited one year, location specific work card - UNANIMOUS

12/6/2000 Agenda**MINUTES:**

The appellant was present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, explained that the appellant was denied a child care work card based on his arrest history and for submitting an incomplete application. Even though he is applying as a driver, Metro's concern is MR. FINKS' close dealing with the children. He was arrested five times, cited and convicted for indecent behavior for urinating and exposing himself in public. He also failed to list an arrest for battery

City of Las Vegas

Agenda Item No. 70

CITY COUNCIL MEETING OF DECEMBER 1, 1999

ITEM 70 - Appeal of Word Card Denial - Mr. Billy Ray Finks

MINUTES - Continued:

with a deadly weapon for stabbing his wife in the hand. However, this charge was dismissed and a copy of that report is on file.

BILLY RAY FINKS noted that the charge for stabbing his wife was dismissed as she cut herself accidentally. As far as the indecent exposure, he needed to use the bathroom, but it was not for public use. He went behind some bushes in the rear of a building with no people around. He was not arrested, but given a citation and he paid the fine. MR. FINK is currently working for EOB (Economic Opportunity Board) and has been with EOB for 16 years. He drives a bus for senior citizens, but EOB is asking him to obtain the card because he would be possibly transporting children at different times. SERGEANT CANNITO stated that Metro is willing to give him a limited, one year temporary work card.

There was no further discussion.

(9:38 - 9:41)

1-849

RECEIVED
CITY CLERK

1999 NOV 12 P 12: 22

November 12, 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 the denial before the City Council.

Sincerely,



Billy Ray Finks
1317 Mezpah
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

November 12, 1999

Billy Ray Finks
1317 Mezpah
Las Vegas, NV 89106

Re: **WORK CARD APPEAL**

Dear Mr. Finks:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of December 1, 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,

LINDA OWENS
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 of Las Vegas

Agenda Item No. 71

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and Possible Action on Appeal of Work Card Denial:

Mr. Neil B. Gaona
 2210 Pardee Place
 Las Vegas, NV 89104

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:**

Appeal letter and City Clerk notification letter to Appellant

MOTION:

M. McDONALD - Motion to uphold the recommendation of the Las Vegas Metropolitan Police Department and DENY the work card - UNANIMOUS

MINUTES:

The appellant was present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, reported that the appellant was denied a gaming work card because of his arrest history and for submitting an incomplete application. MR. GAONA is also a registered ex-felon for trafficking methamphetamine. His history includes four citations, as well as 16 independent arrests. His arrests include numerous failures to appear warrants, such as narcotics related offenses, and possession of a shotgun. His denial was based on LVMC6.86.110 and NRS 463.335. Additionally, the reasons for denial mirror those of the Gaming Control Board. On 11/18/99 SERGEANT CANNITO was advised by the Gaming Control Board that they would also deny

City of Las Vegas

Agenda Item No. 71

CITY COUNCIL MEETING OF DECEMBER 1, 1999

ITEM 71 - Appeal of Work Card Denial - Mr. Neil B. Gaona

MINUTES - Continued:

MR. GAONA a work card. The reasons for denial are for failing to disclose information, conviction of crimes involving moral turpitude, and committing or attempting to commit crimes classified as a felony or a gross misdemeanor.

NEIL B. GAONA stated that he needs a job as he owes \$50,000 in child support and it is hard to get a job in this town without a gaming card. He applied to work as a cab driver, but he was denied a sheriff's card based on his arrest record. MAYOR GOODMAN clarified with SERGEANT CANNITO that MR. GAONA was given a suspended sentence, but violated his probation by trafficking a controlled substance and was convicted. MAYOR GOODMAN verified that MR. GAONA received a prison term of one year at Indian Springs, was released on 10/4/99 and is currently on parole. He has been clean and has begun a 12-week drug counseling program to try to get his life in order. He is afraid that if he does not pay child support, he will be violating his parole.

COUNCILMAN REESE indicated that such a significant child support amount did not accrue over night. COUNCILMAN McDONALD concurred with COUNCILMAN REESE and added that there are many other opportunities besides the gaming industry where MR. GAONA can get a job. He suggested that MR. GAONA meet with SERGEANT CANNITO or one of his representatives to see what jobs are available to him that do not require a work card. SERGEANT CANNITO replied that he would be happy to supply MR. GAONA with that list. MAYOR GOODMAN concurred with COUNCILMAN McDONALD and added that once MR. GAONA has proven himself, he can then come back and apply for a work card.

There was no further discussion.

(9:41 - 9:47)

1-953

November 15, 1999

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

RECEIVED
CITY CLERK

1999 NOV 15 A 8:51

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 the denial before the City Council.

Sincerely,



Neil B. Gaona
2210 Pardee Place
Las Vegas, NV 89104



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD

CITY MANAGER
VIRGINIA VALENTINE

November 15, 1999

Neil B. Gaona
2210 Pardee Place
Las Vegas, NV 89104

Re: **WORK CARD APPEAL**

Dear Mr. Gaona:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of December 1, 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 of Las Vegas

Agenda Item No. 72

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and Possible Action on Appeal of Work Card Denial:

Mr. Brian Sangster
2501 Vegas Valley Drive
Las Vegas, NV 89121

Fiscal Impact☒**No Impact:****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:**

Appeal letter and City Clerk notification letter to Appellant

MOTION:

M. McDONALD - Motion to APPROVE a six-month temporary non-gaming work card with a six-month review by City Council - UNANIMOUS

6/7/2000 Agenda**MINUTES:**

The appellant was present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, explained that MR. SANGSTER was denied a work card for store clerk/side person based on his arrest record and for submitting an incomplete application. MR. SANGSTER misled his employer by advising him he only had been arrested five times. He has registered five times as an ex-felon for possession of a stolen vehicle, receiving stolen property, forgery, and counterfeiting. He has been cited once for petty larceny and arrested a total of 58 times. The arrests include escape from the North Las Vegas Police, under the influence, sale of a controlled substance, numerous counts of grand larceny, resisting arrest, obstruction, abating and possession of stolen credit cards. Since this is an establishment with restricted gaming, it is required to have a gaming card, which is also regulated by NRS463.

CITY COUNCIL MEETING OF DECEMBER 1, 1999

ITEM 72 - Appeal of Work Card Denial - Mr. Brian Sangster

MINUTES - Continued:

BRIAN SANGSTER stated that he did not mislead the manager of the store. He was advised that in order to get a temporary sheriff's card, he needed a note from his employer stating that he was aware of his criminal history. His employer submitted the note and he was granted a temporary work card. He is currently employed by the Rebel station and would like to upgrade his position to store clerk after 2/15/2000 so that he can prove himself. MAYOR GOODMAN asked SERGEANT CANNITO whether this item could be denied without prejudice at this time and have MR. SANGSTER come back after 2/15/2000. SERGEANT CANNITO replied that Metro is willing to grant MR. SANGSTER a temporary six-month non-gaming work card and have him come back for a six-month review and if there are no arrests or citations, a non-gaming location specific card will be issued.

COUNCILMAN McDONALD pointed out to MR. SANGSTER that he did not list all the arrests. MR. SANGSTER replied that the clerk at the counter told him to list only the convictions. COUNCILMAN McDONALD rebutted that Metro has been made aware of this and the supervisor assured that the clerk at the front counter will never tell the appellant to list the convictions, but to list the arrests.

COUNCILMAN McDONALD verified with SERGEANT CANNITO that the clerk runs a check on the appellant and a printout is submitted for the report. The clerk signs off on the referral once the appellant has listed all the arrests.

COUNCILMAN REESE requested that he would like to see a letter from the owner of the store stating that he is aware of MR. SANGSTER's complete arrest record when he comes back for the six-month review. MAYOR GOODMAN suggested that MR. SANGSTER get a copy of his complete arrest record to show his employer and have him initial it. SERGEANT CANNITO noted that he would escort MR. SANGSTER himself to Metro Records.

There was no further discussion.

NOTE: MAYOR GOODMAN directed that the glitch where the clerk has the ability to know about the number of arrests and yet does not let the appellant know that the application is incomplete be investigated further and rectify the recurring problem. SERGEANT CANNITO stated that he would contact the supervisor and request that when the appellant signs off saying that what is listed is all of their arrests, the clerk will refresh their memory for any other arrests.

NOTE: COUNCILMAN BROWN instructed that the form be simplified so that it will be clear to anyone applying for a work card. There are many people who are confused with the wording on the present form. COUNCILMAN McDONALD added that his concern is that too many appellants come before the Board and do not list all the arrests. SERGEANT CANNITO answered that he will work on the wording and try to simplify it as much as possible.

(9:47 - 9:59)

1-1182

November 15, 1999

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

RECEIVED
CITY CLERK
1999 NOV 15 A 10:59

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 the denial before the City Council.

Sincerely,



Brian Sangster
2501 Vegas Valley Drive
Las Vegas, NV 89121



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD

CITY MANAGER
VIRGINIA VALENTINE

November 15, 1999

Brian Sangster
2501 Vegas Valley Drive
Las Vegas, NV 89121

Re: **WORK CARD APPEAL**

Dear Mr. Sangster:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of December 1, 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 that reads "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

Rebel Oil Company, Inc.

Auto Flite Oil Co., Inc.

Rebel Stations

3195 N Rain Bow

Zip 89108

Phone 645-4205

Attention ... To Whome it my concern.

Thank You!

I have seen Brian Sangster's Arrest and Convictions

I know of all the Convictions Before I hired him.

I have a copy of his arrest and conviction on file.

Brian is a very good employee and he shows up on time.

Please Call me at Rebel 1 Between 6 AM to 2 PM, (Mon-Friday)

If there are any problems that come up.

Phone (702) 645-4205

Manager At Rebel 57

Rupert V. Kennedy Jr.

City of Las Vegas

Agenda Item No. 73

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding approval of a new Franchise Manager and a request for temporary approval of a new Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the planning and fire codes and Health Department regulations, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store #32826A, 920 North Buffalo Drive, William P. Nolan, Dir, Pres, Jody L. Carlton, VP, Guillermo Balderas, III, Franchise Mgr, Marisela Balderas, Franchise Mgr - Ward 2 (L.B. McDonald)

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

Discussion and possible action regarding approval of a new Franchise Manager and a request for temporary approval of a new Beer/Wine/Cooler Off-Sale Liquor License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Department regulations

BACKUP DOCUMENTATION:

Agenda Memo

Letter from Officers of 7-Eleven of Nevada, Inc.

MOTION:

L. McDONALD - APPROVED the temporary license and the temporary Franchise Manager - UNANIMOUS

MINUTES:

The applicant was not present.

JIM DiFIORE, Manager, Business Services, recommended that the Council vote on the temporary approval of the license as well as temporary approval of the Franchise Manager pending the outcome of the investigation on the applicant.

There was no further discussion.

(9:59 - 10:00)

1-1636

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 1, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Discussion & possible action regarding approval of a new Franchise Mgr & a request for temporary approval of a new Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of planning and fire codes and Health Dept. regulations, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store #32826A**

The applicant is requesting approval of a temporary license as provided by LVMC 6.02.070(E) as amended July 13, 1998. This subsection was amended to read as follows:

..."The provisions of this Section authorizing the issuance of a temporary business license do not apply to any business subject to the provisions of Chapter 6.06 of this Title or to any business which requires formal approval by the City Council unless:

...(2) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable investigative fees;

(3) The Director makes a preliminary finding that all of the principals of the business are suitable; and

(4) The City Council approves the issuance of a temporary business license."PPThe attached letter dated October 29, 1999 from Ms. Joanne Pehush, Administrative Assistant, outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on November 3, 1999. William P. Nolan, President and Jody L. Carlton, Vice President of 7-Eleven of Nevada, Inc. have been found suitable numerous times in the past for various City of Las Vegas and Clark County locations. Most recently, on August 3, 1999, these individuals were approved for a liquor license at a Clark County 7-Eleven Store. Guillermo Balderas, III, Franchise Manager, was investigated and approved as a liquor licensee in April 1998 as the franchisee of 7-Eleven Store #13693, 2100 East Cheyenne Avenue, North Las Vegas.

Although Marisela Balderas, Franchise Manager, has not been investigated previously, there was no indication in the paperwork submitted she would not be found suitable to hold this license. The Las Vegas Metropolitan Police Department, Special Investigations Section, to this point in their investigation, have produced no negative information that would preclude these applicants from being approved for a temporary liquor license pending completion of the suitability investigation.

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



October 29th, 1999

Eddie Raines, Senior License Officer
City of Las Vegas
400 E. Stewart Ave., 3rd Floor
Las Vegas, Nevada 89125-1900

**RE: Request for Temporary License
7-Eleven Store No. 32826A
920 N. Buffalo Drive, Las Vegas, NV 89128**

Dear Eddie,

Please allow this letter to serve as a request to receive consideration for a Temporary Business and Privilege License for the above referenced 7-Eleven Store. This is a new store, still under construction, located within the "Buffalo Center" shopping center, (Buffalo Dr. @ Washington Ave.) with a projected completion date of December 3rd, 1999.

We are requesting "Temporary" licensing to operate this store location because our Construction Department at 7-Eleven, Inc. utilized the City's "Express Plan Check" service, which expedited the building permit approval process, which resulted in an accelerated construction schedule. However, under these accelerated conditions, we are not able to secure the required licensing, by the projected completion date.

An application for Business and Privilege licenses, (Packaged Beer & Wine and Gaming) for 7-Eleven Store # 32826A, located at 920 N. Buffalo Drive, Las Vegas, Nevada 89128 has been filed under the designated franchisees; Guillermo and Marisela Balderas, together with, the officers of our local corporation; 7-Eleven of Nevada, Inc., a wholly owned subsidiary of 7-Eleven, Inc., formerly known as The Southland Corporation. All fees were submitted with said application(s).

We greatly appreciate the opportunity afforded to 7-Eleven, Inc. for consideration of this request, and look forward to a continued relationship of mutual cooperation. Please contact me at (702) 270-7126, with any questions or concerns.

Sincerely,

Joanne Pehush

Joanne Pehush,
Admin. Assistant

OFFICERS OF 7-ELEVEN OF NEVADA, INC.

Bill Nolan,
President

Bill Nolan

Joe Carlton,
Vice President

Joe Carlton

Secretary/Treasurer; **(Vacant)**

7-Eleven Stores / Mid-Pacific Division

475 E. Capovilla Ave. / Suite 101 / Las Vegas, NV 89119 / (702) 260-7111 / (888) 711-1711



City of Las Vegas

Agenda Item No. 74

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: December 1, 1999****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action to allocate \$125,559 in Child Care Improvement Grant program funds to support eight projects.

Fiscal Impact☐**No Impact****Amount: \$ 125,559**☒**Budget Funds Available****Dept./Division: Neighborhood Services/Admin.**☐**Augmentation Required****Funding Source: Special Revenue Fund****PURPOSE/BACKGROUND:**

The City of Las Vegas, Neighborhood Services Department received \$300,000 from the 1999 Legislative Session to continue and expand the Child Care Improvement Grant (CCIG) program. The CCIG program strives to enhance the quality of child care services offered in Las Vegas by providing child care teacher training and improving or expanding existing child care facilities and services.

RECOMMENDATION:

To approve the funding of eight projects that support the CCIG program efforts and authorize the Mayor to execute the Child Care Grant Agreements with the named subrecipients once they have been approved by the City Attorney.

BACKUP DOCUMENTATION:

Agenda Memo and description of the recommended projects

MOTION:

M. McDONALD - APPROVED as recommended - UNANIMOUS

MINUTES:

SHARON SEGERBLOM, Director, Department of Neighborhood Services, stated that the City of Las Vegas Neighborhood Services Department received \$300,000 from the 1999 Legislative session to continue and expand the Child Care and Improvement Grant program (CCIG). She introduced LISA MORRIS, Neighborhood Services, who gave a brief overview of the City's innovative CCIG.

City of Las Vegas

Agenda Item No. 74

CITY COUNCIL MEETING OF DECEMBER 1, 1999

ITEM 74 - Allocation of \$125,559 in Child Care Improvement Grant Program

MINUTES - Continued:

MS. MORRIS reported that the City of Las Vegas created this program and is being viewed as the National model. Additionally, the City of Las Vegas is the only Southern Nevada Municipality that has a representative on the State of Nevada Child Care Advisory Committee, which is one of the Governor's recommending bodies for policy, quality, training, and licensing of child care. The CCIG program strives to enhance the quality of child care services offered in Las Vegas by providing child care teacher training and improving or expanding existing child care facilities and services. It also provides scholarships to UNLV or Community College of Southern Nevada so that child care employees can take courses in early childhood development, and assist with the construction of the playground at the Professional Development Center. \$129,559 has been allocated and the remaining funds will be allocated in next years funding cycle.

MS. MORRIS introduced the recommended awardees for the 1999 grant cycle. DIBA HADI, Administrator of the Economic Opportunity Board, Child Care Assistance Division, recommended to receive \$15,000 to provide scholarships to UNLV or CCSN, books and tuition. MIKE WALDEN, Deputy Administrator, State Welfare Division, recommended to receive \$30,000 to assist with the construction of a playground at the PDC, a one stop training center for welfare to work clients. BOBBI GILMORE recommended to receive \$12,559 for a facility rehab, operating costs, supplies, training materials, and equipment. LOLANDA BUNCH, owner of Godsend, recommended to receive \$15,000 for facility expansion to allow for the care of an additional 25 children. GEORGE ANDERSON, a representative of Reach Out, presently being administered by EOB, recommended to receive \$15,000 for operating costs, supplies, and equipment to improve the care of children infected with the HIV virus. ANTHONY GIACOPELLI, Director of Excess Child Care, Christian Day Care Center, recommended to receive \$11,000 for the purchase of a large storage unit and playground equipment. TONI MIMS, Executive Director of Jump Start, recommended to receive \$13,000 for training and to purchase playground equipment at Madison Terrace. WILLA CHANEY, Director of Smart Start, recommended to receive \$14,000 for computers, training, and equipment.

MAYOR GOODMAN congratulated all the recipients. MR. WALDEN asked the Board to approve the recommendation and expressed his appreciation for receiving the award. He has been working with the City of Las Vegas to try to get the PDC remodeled, install the playground equipment, and complete the construction. Unfortunately, there have been delays because the bids came a little higher than expected, but hopes to move forward with the construction as soon as possible.

City of Las Vegas

Agenda Item No. 74

CITY COUNCIL MEETING OF DECEMBER 1, 1999

ITEM 74 - Allocation of \$125,559 in Child Care Improvement Grant Program

MINUTES - Continued:

MS. MIMS also asked that the Board approve the recommendations. The child care facility at Madison Terrace has met all the recommendations which were imposed by the City Council; the fence is being installed, security has been increased, and there have been no problems within the last six months. Madison Terrace has come a long way and the playground equipment will definitely enhance the child care center.

COUNCILMAN REESE commented that it is very exciting to work with people like MS. MIMS who try to do what is best for the community. He thanked all the grant recipients for doing a great job.

COUNCILMAN REESE congratulated MAYOR GOODMAN on the birth of his new grandson, BENJAMIN.

(10:00 - 10:10)

1-1680

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: December 1, 1999****DEPARTMENT: Neighborhood Services****ITEM DESCRIPTION: Discussion and possible action to allocate \$ 125,559 in Child Care Improvement Grant program funds to support eight projects.**

The City of Las Vegas, Neighborhood Services Department received \$300,000 from the 1999 Legislative Session to continue and expand the Child Care Improvement Grant (CCIG) program. The CCIG program strives to enhance the quality of child care services offered in Las Vegas by providing child care teacher training and improving or expanding existing child care facilities and services.

The CCIG program provides:

- Child Care Teacher Training to 25 participants.
- Existing child care facilities with mini-grants, not to exceed \$15,000 each, to improve and expand their facilities or services.
- Scholarships, through Economic Opportunity Board, Child Care Assistance Division to UNLV or CCSN that allow child care employees to take course work in Early Childhood Development (EOB) CCAD Scholarship Program.
- Construction of a playground at the Professional Development Center(PDC).

The recommended project awards are as follows:

1. EOB CCAD Scholarship program- \$15,000
2. Professional Development Center -\$30,000
3. Mini-Grants: \$80,559
 - Friendship Child Care Center- \$12,559
 - Godsend Inc- \$15,000
 - Economic Opportunity Board(Reach Out)- \$15,000
 - Exodus Christian Daycare- \$11,000
 - Jumpstart- \$13,000
 - Smart Start- \$ 14,000

Description of Recommended Projects

EOB CCAD Scholarship Program

Awarded \$15,000 to provide Scholarships, through Economic Opportunity Board, Child Care Assistance Division to UNLV or CCSN that allow child care employees to take college courses in Early Childhood Development

Professional Development Center

Awarded \$30,000 for the construction of a playground at the PDC, which assists Welfare to Work clients.

Mini Grant Awards

Friendship Child Care Center- Awarded \$ 12,559 for facility rehabilitation, operating costs, supplies, training and equipment.

Godsend- Awarded \$ 15,000 for facility expansion to allow for the care of an additional 25 children.

Reach Out (Economic Opportunity Board)- Awarded \$15,000 for operating costs, supplies and equipment to improve the care of children affected by or infected with HIV.

Exodus Christian Daycare- Awarded \$11,000 for the purchase of a large storage unit and playground equipment.

Jumpstart- Awarded \$13,000 for training and to purchase playground equipment.

Smart Start- Awarded \$14,000 for computers, training, and equipment.

CHILD CARE IMPROVEMENT GRANT AGREEMENT
between the City of Las Vegas and
the ECONOMIC OPPORTUNITY BOARD

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of **December**, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Economic Opportunity Board, Child Care Assistance Division, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2228 Comstock Drive, North Las Vegas, NV 89032**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Child Care Improvement Grant, hereinafter referred to as "CCIG"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CCIG program to ensure that it conforms to the CCIG Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY as Grantor wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the CCIG Program's objectives, as follows:

- to improve or expand existing child care facilities serving the target area; and
- to support projects creating child care for additional children and/or to enhance the quality of current child care; and
- to enhance the quality of child care services, by providing child care teacher training to current and future child care employees; and
- to provide access to college level course work through the Early Childhood Development program.

WHEREAS, the CITY has formed a collaborative approach to assist the Subrecipient to increase the safety and educational level in the child care industry through the services offered through by the EOB CCAD Scholarship Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. TERM

This Agreement shall be effective from December 1, 1999 to December 31, 2000.

2. SERVICES

- A. Subrecipient shall provide the services described herein and in Attachment "A", attached hereto and incorporated herein by this reference (collectively "Services").
- B. Subrecipient agrees to make every reasonable effort to maintain staff, facilities and equipment to deliver the agreed upon Services and further agrees to notify the City whenever it is unable to provide the quality or quantity of Services.
- C. Subrecipient agrees to provide Services only to persons who meet the following criteria (The "Participants"):
 - 1. Must have a high school diploma/G.E.D.
 - 2. Must be employed for three consecutive months by a child care facility.
 - 3. Employment must be verifiable
 - 4. Prospective students must be 18 years of age.
- D. Except as provided in this Agreement, Subrecipient shall impose no fees or any other charges for Services provided any Participant under this Agreement.

3. CITY FUNDS

- A. For the Services provided by the Subrecipient, the City agrees to provide the following as detailed in Exhibit "B":
 - 1. Eligible Participant's costs for tuition and books related to the child care field up to a maximum of Thirteen-Thousand and Five-Hundred and no/100ths Dollars (\$13,500) for the services rendered.
 - 2. Operating expenses incurred by the Subrecipient related to this services rendered up to a maximum of One-Thousand and Five-Hundred and no/100ths Dollars (\$1,500).
- B. **Method of Payment.** At the end of each semester, Subrecipient shall submit an invoice to the City which documents each Participant's total costs. The invoice will include proof of each Participants:
 - 1. Employment including address
 - 2. High school diploma/G.E.D.
 - 3. Grade Point Average (G.P.A.)
 - 4. Race and
 - 5. Gender
 - 6. List detailing the title and quantity of books purchased

The City has sixty (60) days to verify the invoice and, if there are any objections to the invoice, the City shall notify the Subrecipient prior to the expiration of the sixty (60) days.

C. **Condition of Payment.** This Agreement is conditioned upon the receipt by the City of funding for the Services provided herein by the City's Child Care Improvement Grant Program in the amount of Fifteen -Thousand and no/100ths Dollars (\$15,000).

4. PROGRAM, RECORDS, REPORT AND MONITORING

Subrecipient agrees to maintain program records and provide reports on a semester basis or as required by the City and agrees that a program and facilities inspection, review, copying and audit (including, but not limited to meetings with Participants, review of Subrecipient's records, review of Subrecipient's policies and procedures, staffing ratios, job descriptions and meetings with any staff directly or indirectly involved in the provision of Services) may be conducted at any reasonable time by other persons duly authorized by the City.

The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned to include proof of all Participants':

1. Employment including address
2. High school diploma/G.E.D.
3. Grade Point Average (G.P.A.)
4. Race
5. Gender
6. List detailing the title and quantity of books purchased

5. RETENTION OF RECORDS

Subrecipient agrees to retain all books, records and other documents relevant to this Agreement, and persons duly authorized by the City shall have full access to and the right to examine and copy any said materials during this the term of this agreement and for two years following.

6. AUDIT ADJUSTMENTS

If an audit discloses unallowable costs, Subrecipient shall promptly reimburse the City such unallowable costs. If such audit discloses unpaid allowable costs, the City shall pay Subrecipient such costs as are properly allowable and subject to the limits provided for herein.

7. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning a Participant for any purpose not directly connected with the administering of the City, or the Subrecipient's responsibilities, with respect to Services hereunder, is prohibited.

8. INDEPENDENT CONTRACTOR

It is understood that Subrecipient is an independent contractor and that neither it nor its personnel are agents of City. No permitting or required approval by City of costs or Services of Subrecipient shall be construed as making Subrecipient or any of its personnel agents of City.

9. SUBCONTRACTING

Subrecipient may enter into subcontracts for reasonable services under this Agreement. Subrecipient is responsible for assuring that subcontractors adhere to the terms and conditions of this Agreement. Such subcontracts shall be subject to such reasonable conditions and provisions as the City may deem necessary. Subrecipient is responsible for the performance of any of its subcontracts.

10. ASSIGNMENT OF CONTRACT

Subrecipient shall not assign or delegate this Agreement without prior written approval of City. The contact for this Agreement is :

Diba Hadi, Administrator
Child Care Assistance Division
E.O.B of Clark County
2500 W. Washington
Las Vegas, NV 89106
(702) 387-0120

11. Amendments

Funds provided as specified in this Agreement must be used for the purposes for which they were approved, and may not be transferred between categories without the prior written approval of the Director, or her designee of the Neighborhood Services Department. All changes to this agreement must be approved in writing by the Neighborhood Services Department, including the following:

- A. Proposals to change the type or scope of services or activities from those for which funding was provided, prior to implementation of changes;
- B. Proposals to temporarily or permanently cease a service prior to the cessation;
- C. any significant changes in Subrecipient such as principal office bearers, contact persons, change of address of Subrecipient.

Other information may be requested by the Neighborhood Services Department.

12. GUARANTEE

Subrecipient further guarantees that any costs incurred pursuant to this Agreement will not be allocable to or include as a cost of any other Federal, State, County, or City funded program in either the current or a prior period.

13. RENEGOTIATIONS OR MODIFICATIONS

Any change or modification of this Agreement shall in writing, duly signed, and approved by the consent of the parties hereto.

14. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days notice in writing, and delivered by mail or in person to the other party. Subrecipient shall be entitled to any reasonable expenses incurred prior to the effective date of termination.

15. TERMINATION BECAUSE OF LACK OF FUNDS

It is further agreed that in the event reimbursement to the City from private sources is not obtained at a level sufficient to allow for the Scope of Services, the obligations of each party hereunder shall thereupon be terminated upon written notice of Subrecipient. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

16. SAVINGS CLAUSE

Both parties agree to amend this Agreement as necessary to comply with any changes to Federal or State statutes or regulations.

17. STATE LAWS AND REGULATIONS

The terms of this Agreement and its execution are subject to all applicable Nevada laws and regulations and approval of other agencies of the State of Nevada as required under laws and regulations. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

18. INDEMNIFICATION

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

expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

19. ENTIRE CONTRACT

This Agreement, together with the Attachment "A" incorporated herein by reference, represents the complete and final understanding of the parties, and no other understandings or representation, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

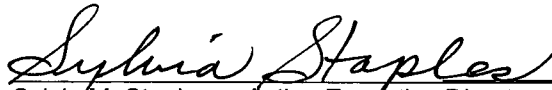
SIGNATURES

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

CITY OF LAS VEGAS

Economic Opportunity Board of Clark County


OSCAR B. GOODMAN, MAYOR


Sylvia M. Staples, Acting Executive Director

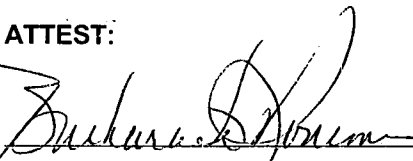
Economic Opportunity Board of Clark County
Child Care Assistance Division


Diba A. Hadi, Administrator

PATRICIA ANN BENEFIEL
Notary Public - Nevada
No. 99-4408-1
My appt. exp. June 6, 2003



ATTEST:



ATTEST:



12/1/99

BARBARA JO RONEMUS, CITY CLERK By: _____

COUNCIL ACTION: 12/1/99

APPROVED AS TO FORM: J. Ponticello 11/30/99

**ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY
CHILD CARE ASSISTANCE DIVISION**

Exhibit A

Scholarship Program**Goal:**

In order to increase the safety and educational level in the child care industry, the State of Nevada mandates child care staff to complete classes specific to child development or other courses relevant to child care. The Scholarship Program offers income eligible individuals the opportunity and financial assistance to enroll in these classes to better themselves. These classes may be applied towards certification, obtaining an Associate Degree or BA in early childhood education, or to better themselves. Community College of Southern Nevada offers such courses at convenient hours and locations. Child Care providers can contact EOB CCAD at 387-KIDS for more information.

Qualification:

All providers who work or operate out of a licensed facility may qualify for the scholarship program. All child care related classes, are paid for by EOB CCAD, directly to CCSN, (see list of approved classes). If candidates drop out of the program, there is no refund to the candidates. The process takes approximately 20 minutes.

The Application:

Upon completion of an application, candidate is required to set an appointment with EOB CCAD for processing. The application has to be completed in full; if the application is incomplete, candidate may be subjected to disqualification. The required requested information must be brought along with the application.

General guidelines:

- a) The maximum classes that candidates may enroll for are two(2) per regular semester.
- b) Candidates who do not complete class/es or fail to make minimum passing grades or better, will automatically be sanctioned from future scholarships.

Candidates are responsible for:

- a) Once having completed the initial application process with EOB CCAD, the applicant is responsible for paying the registration fee of \$5.00 on campus at the registrar office. This is all done at a conveniently located CCSN.
- b) Books will be purchased by the students, since EOB CCAD does not make provision for book/school supplies.
- c) Students are also responsible for their own transportation.
- d) Students are responsible for turning in the information regarding registered classes; Without verifiable CCSN documentation, EOB CCAD will not pay for tuition.

Income eligible criteria for candidates:

- 1. Need to meet the lower % of income eligible sliding fee scale
- 2. Must have a high school diploma/G.E.D.

**ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY
CHILD CARE ASSISTANCE DIVISION**

3. Must be employed in a child care related field.
4. Employment must be verifiable.
5. Employed for three (3) consecutive months at present place of employment.
6. Prospective students must be 18 years of age.

The application:

1. Requests for applications to be filed for by director/manager on behalf of candidates.
2. Providers operating from licensed family care homes may obtain applications from EOB CCAD's main office, located at 820 Shadow Lane, Las Vegas.
3. All applications are to be returned to Shadow Lane office and date stamped.
4. Applications will be accepted upon order of receiving and evaluated in accordance with required criteria.

Applicants are required to bring the following for their appointment:

1. Proof of employment.
2. Proof of scholarship/education program.
3. Notarized copy of high school diploma/G.E.D.
4. Proof of income (most recent pay-stubs amounting for one month's income).
5. Nevada Identification. Must be a resident.
6. Social security cards.
7. A fully completed application.

Payment:

Students need to bring proof of registration and class/es, selected, to EOB CCAD; EOB CCAD will make direct payment to CCSN for tuition only upon receipt of proof of registration and class selection.

**ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY
CHILD CARE ASSISTANCE DIVISION**

APPLICATION FOR SCHOLARSHIP PROGRAM

Name: _____ Social Sec. # _____

Address: _____
Street Address Apt. # City State Zip

Daytime Phone: _____ Evening Phone _____

Have you ever been convicted of a crime that would prevent you from working with children? ☐ Yes ☐ No If yes, please give date and details: _____

Have you ever participated in an internship program before? ☐ Yes ☐ No If yes, please give date and details: _____

Are you at least 18 years old? If not, age? _____

Name of School	Years Completed (Circle)	Major or Course of Study	Diploma / Degree Received? (Date)	Specialized Training and Skills
High School:	9 10 11 12			
College / University	1 2 3 4			
Graduate Studies	1 2 3 4			
Other				

Please list any clubs or organization you participated in; and/or scholarships and awards received _____

Personal References:

Name	Occupation	Address (Street, City, State)	Telephone	Years Known

Employment History:

Please list present employer first. (If you need more space, attach additional sheets.)

Present Employer	Employed from (month/year)	Starting Salary \$	Job Title	Job Duties
Address	to (month/year)	Ending Salary \$	Name and Title of Supervisor	
City, State, Zip			Telephone	
Present Employer	Employed from (month/year)	Starting Salary \$	Job Title	Job Duties
Address	to (month/year)	Ending Salary \$	Name and Title of Supervisor	
City, State, Zip			Telephone	

**ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY
CHILD CARE ASSISTANCE DIVISION**

Present Employer Address City, State, Zip	Employed from (month/year) to (month/year)	Starting Salary \$ Ending Salary \$	Job Title Name and Title of Supervisor Telephone	Job Duties
Present Employer Address City, State, Zip	Employed from (month/year) to (month/year)	Starting Salary \$ Ending Salary \$	Job Title Name and Title of Supervisor Telephone	Job Duties

Have you ever been terminated or asked to resign from any job? ☐ Yes ☐ No If yes, please explain circumstances: _____

Please explain fully any gaps in your employment history: _____

If not, have you been with your present employer at least three(3) months? ☐ Yes ☐ No

Have you ever use another name? ☐ Yes ☐ No Is there any other name information necessary to conduct a check on your work history or education record? If yes, please explain: _____

If selected to participate in this program, can you furnish proof that you have a legal right to work in the United States? ☐ Yes ☐ No

I hereby certify that all of the information that I have provided on this application is, to the best of my knowledge, true and accurate. I understand that any false statements on this application shall be grounds for dismissal from the Scholarship Program. I also authorize EOB to conduct any investigation of my personal and work history, in order to determine my ability to participate in the program.

Date

Applicant Signature

Exhibit B

**CITY OF LAS VEGAS
CHILD CARE IMPROVEMENT GRANT
LINE ITEM BUDGET AND BUDGET NARRATIVE FORM**

** As Approved by the Child Care Improvement Grant
Evaluation Committee**

Child Care Improvement Grant Project - Line Item Budget:

Applicant:: Economic Opportunity Board, Child Care Assistance Division

Funding Period: _____ to _____

BUDGET FOR DIRECT COSTS OF CHILD CARE PROJECT

Item	Requested Child Care Funding	CLV CDBG Funding	Other Funding	Total Cost
Facility Rehab				
Operating/ Supplies	\$1,500			\$1,500
Travel/ Conferences				
Food(Clients)				
Training				
Equipment				
Direct Client Services/ Other	\$13,500			\$13,500
Subtotal	\$15,000			\$15,000

CHILD CARE IMPROVEMENT GRANT AGREEMENT
between the City of Las Vegas and FRIENDSHIP CHILD CARE CENTER

THIS AGREEMENT ("Agreement") is made and entered into this 18 day of December, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Friendship Child Care Center**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 2249 W. Washington Avenue, Las Vegas, NV 89106.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Child Care Improvement Grant, hereinafter referred to as "CCIG"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CCIG program to ensure that it conforms to the CCIG Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY as Grantor wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the CCIG Program's objectives, as follows:

- to improve or expand existing child care facilities serving the target area; and
- to support projects creating child care for additional children and/or to enhance the quality of current child care; and
- to enhance the quality of child care services, by providing child care teacher training to current and future child care employees; and
- to provide access to college level course work through the Early Childhood Development program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY1999-2000 CCIG-funded activities eligible under the Child Care Improvement Grant as cited in the Scope of Services I.B.1, hereinafter referred to as "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$12,559** in CCIG funds to be allocated in accordance with the Project Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said CCIG funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION**1. Scope of Services to be Provided**Purpose of Services:

The purpose of this funding is to enhance the quality of the child care services offered and to improve the existing facility by purchasing new equipment, toys, and Early Childhood Development materials.

Tasks to be Performed:

- Order supplies and equipment as detailed in Exhibit "A"
- Purchase supplies and equipment as detailed in Exhibit "A"
- Submit monthly progress and financial reports

Measurable Goals for Grant period:

- Supplies and equipment delivered to the Friendship Child Care Center

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Bobbi Gilmore, Manager or a designee chosen at the discretion of "SUBRECIPIENT".

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning December 1, 1999 or the date first written above, until December 31, 2000, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit at the end of each month on a monthly basis, and on occasion upon written request of the CITY, a Monthly Project and Financial Progress Report, the forms for which are attached as Exhibits "B" and "C". Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Project expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Project goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Written narrative and description of services shall be included in each monthly report.

- 3) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Monthly Project Progress Report or under separate cover. Materials which help document the progress of the Project include: event flyers, photographs, video footage, construction timelines, job descriptions, contractor contracts, and design drawings.
- 4) The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Administration Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for CCIG funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from December 1, 1999, or the date first written above, through December 31, 2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that CCIG grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after January 1, 2001, and prior to execution of this Agreement will not be reimbursed.

E. AMENDMENTS

Funds provided in categories as specified in this Agreement must be used for the purposes for which they were approved, and may not be transferred between categories without the written approval of the Director, or her designee, of the City's Neighborhood Services Department. Any changes to this Agreement, must be approved in writing by the Neighborhood Services Department, including the following changes:

1. proposals to change the type or scope of services or activities from those for which funding was provided, prior to implementation of changes using the Budget Modification Form as detailed in Exhibit "E";
2. proposals to temporarily or permanently cease the operations of
3. any significant changes to the "SUBRECIPIENT" such as, principal office bearers, contact persons, change of address of "SUBRECIPIENT"

The City shall have the right to other information pertaining to this grant, as requested by the Neighborhood Services Department.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Programs that are funded must agree to state and/or city monitoring of programs and financial reports. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives. "SUBRECIPIENT" agrees to retain all books, records and other documents relevant to this Agreement, and persons duly authorized by the City shall have full access to and the right to examine and copy any said materials during this said period.

G. AUDIT ADJUSTMENTS

If an audit discloses unallowable costs, "SUBRECIPIENT" shall promptly reimburse the City such unallowable costs. If such audit discloses unpaid allowable costs, the City shall pay "SUBRECIPIENT" such costs as are properly allowable and subject to the limits provided for herein.

H. INSURANCE

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 pursuant to this Agreement. 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.

III. OTHER GENERAL CONDITIONS**A. POLITICAL ACTIVITIES**

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

B. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CCIG funds;
2. Proceeds from the disposition of equipment purchased with CCIG funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with CCIG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT", that was constructed or improved with CCIG funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any CCIG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CCIG funds.

IV. FINANCIAL MANAGEMENT**A. REIMBURSEMENT**

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit "A", provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Disbursement of grant funding is through reimbursement process only. A *Request for Release of Funds* form, as detailed in Exhibit "F", must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. The CITY can make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

A *Request for Release of Funds* form shall be submitted by the "SUBRECIPIENT" with supporting documentation to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY, identified in Section 1(E) Amendments, of this agreement.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project Budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are CCIG ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates 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 that portion for other Projects/programs operating under the CITY's CCIG Program.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 1999-2000 CCIG funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT".

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT**A. AMENDMENT OR REVISION REQUIRED BY CITY**

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 2249 W. Washington, Las Vegas, NV 89106.

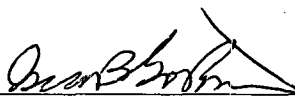
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

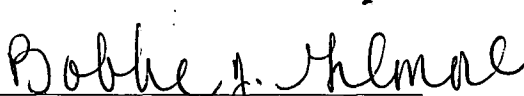
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

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

CITY OF LAS VEGAS

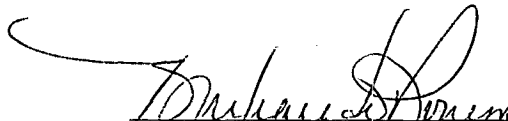
FRIENDSHIP CHILD CARE CENTER

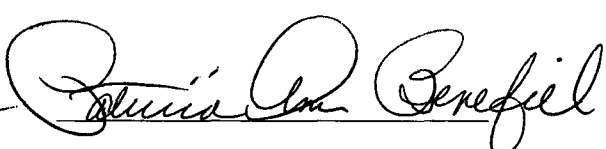

OSCAR B. GOODMAN, MAYOR


Bobbi Gilmore, Manager

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK By:

 12-1-99

COUNCIL ACTION:

12/1/99



PATRICIA ANN BENEFIEL
Notary Public - Nevada
No. 99-4408-1
My appt. exp. June 6, 2003

APPROVED AS TO FORM:

 11/29/99

APPLICATION SUMMARY FORM

Full Legal Name of Applicant:

Friendship Child Care Center

Address: 2249 W. Washington AvenueCity/State/Zip: Las Vegas, Nevada 89106Contact Person: Mrs. Bobbie GilmorePhone Number: 646-7726Fax Number: 646-1888Amount Requested: \$12,558.85

E-mail address: _____

Federal Employer Identification Number (FEIN): 88-0180537Health Permit Number: 08493-2H3-01Expiration Date: 12/30/99Current Child Care License Number(s): N14-00010-9-013131Expiration Date: 7/31/00☐ Attach copies of all permits and licenses

**Funds will be used for
(check all that apply)**

- ☒ Facility Rehab
- ☐ Operating Costs/Supplies
- ☐ Transportation/ Conferences
- ☐ Food
- ☒ Training
- ☒ Equipment
- ☐ Direct Client Services/ Other (Specify)

I certify that the information provided in this application is, to the best of my knowledge, complete and accurate. If the award is made, the applicant commits to project implementation in keeping with the application content and budget and to adhere to all assurances, certifications, terms, conditions, and other requirements contained in this application and in the RCF.

Signature and Title of person authorized to legally commit the organization to the activities described herein:

Bobbie J. Gilmore (Manager)

Signature

Title

10/20/99

Date

**CITY OF LAS VEGAS
CHILD CARE IMPROVEMENT GRANT
LINE ITEM BUDGET AND BUDGET NARRATIVE FORM**

**** As Approved by the Child Care Improvement Grant
Evaluation Committee****

Child Care Improvement Grant Project - Line Item Budget:

Applicant:: Bobbi Gilmore, Friendship Child Care Center

Funding Period: _____ to _____

BUDGET FOR DIRECT COSTS OF CHILD CARE PROJECT

Item	Requested Child Care Funding	CLV CDBG Funding	Other Funding	Total Cost
Facility Rehab	\$5,885			\$5,885
Operating/ Supplies	\$2,541			\$2,541
Travel/ Conferences				
Food(Clients)				
Training	\$765.00			\$765.00
Equipment	\$3,368.00			\$3,368.00
Direct Client Services/ Other				
Subtotal	\$12,559			\$12,559

BUDGET NARRATIVE**Equipment:**

Washer & Dryer		900.00
Sleeping Cots	40 @ 19.95 ea.	798.00
Water Fountain		1,200.00
Cubby Unit		<u>470.00</u>
	Subtotal	\$3,368.00

Facility Rehabilitation:

Lighting		1,600.00
Shelves		185.00
Security Door		200.00
<i>Playground:</i>		
Playhouse Renovation		400.00
Jungle Gym		<u>3,500.00</u>
	Subtotal	\$5,885.00

Supplies/Toys and Educational Materials:

Tricycles	7 @ 130.00 ea.	910.00
Water table w/ lid		290.00
Assorted Blocks		100.00
Art Smock	25 @ 4.49 ea.	112.25
1-sided bookshelf		98.00
ABC learning mat		39.95
15 Player music set		49.95
3 lb. Unscented Dough set	6 @ 37.95 ea.	227.70
Miscellaneous infant toys		200.00
<i>Dramatic Play Area:</i>		
Refrigerator		160.00
Sink		150.00
Couch		<u>203.00</u>
	Subtotal	\$2,540.85

Educational Training:

Early Childhood Training Materials		\$ 510.00
Textbooks	3 @ 85.00 ea.	<u>255.00</u>
	Subtotal	\$ 765.00

TOTAL: \$12,558.85

Child Care Improvement Grant MONTHLY PROGRESS REPORT

Agency Name:		
Person Preparing Report:		
Reporting Month:		
Date of Report:		
Phone Number:		
Fax Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

Child Care Improvement Grant MONTHLY EXPENDITURE REPORT

Agency Name: _____

Reporting Month: _____

[illegible]

Child Care Improvement Grant Program FINAL REPORT

Project Name:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of Grant:		

Please write your final report in the space provided below or attach additional sheets.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
CHILD CARE IMPROVEMENT GRANT PROGRAM**

Exhibit E

BUDGET MODIFICATION AND REVISION REQUEST

AGENCY _____ GRANT _____

PROJECT/ACTIVITY _____ DATE _____

Funding Category	DESCRIPTION	BUDGET	EXPENSES	BALANCE	ADJUSTMENT REQUESTED	ENDING BALANCE

JUSTIFICATION:

SIGNED: _____ TITLE: _____ DATE: _____
(Agency)

APPROVED

DENIED

CLV GRANTS PROGRAM REPRESENTATIVE: _____ DATE: _____

NEIGHBORHOOD SERVICES DEPT: _____ DATE: _____

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department, for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Funding Category	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Facility Rehab				
Operating Costs/Supplies				
Travel & Transportation				
Food (client)				
(Employment) Training				
Direct Client Services				
Machinery & Equipment				
TOTAL				

 Signature

 Date

**CHILD CARE IMPROVEMENT GRANT AGREEMENT
between the City of Las Vegas and GODSEND INC.**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of December, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Godsend Inc., a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1001 N.Tonopah Drive, Las Vegas, NV 89106.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Child Care Improvement Grant, hereinafter referred to as "CCIG"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CCIG program to ensure that it conforms to the CCIG Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY as Grantor wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the CCIG Program's objectives, as follows:

- to improve or expand existing child care facilities serving the target area; and
- to support projects creating child care for additional children and/or to enhance the quality of current child care; and
- to enhance the quality of child care services, by providing child care teacher training to current and future child care employees; and
- to provide access to college level course work through the Early Childhood Development program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY1999-2000 CCIG-funded activities eligible under the Child Care Improvement Grant as cited in the Scope of Services I.B.1, hereinafter referred to as "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$15,000** in CCIG funds to be allocated in accordance with the Project Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said CCIG funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION**1. Scope of Services to be Provided**Purpose of Services:

The purpose of this funding is to enhance the quality the child care services offered by expanding the existing facility.

Tasks to be Performed:

- Acquire necessary City of Las Vegas permits required prior to construction
- Purchase construction supplies and materials
- Construct room addition
- Submit monthly and financial reports

Level of Service to be Provided:

The expansion of the center will allow twenty-five children additional to receive child care services.

Measurable Goals for Grant period:

- Obtain necessary permits
- Completion of the room addition

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Lolanda Bunch, Owner or a designee chosen at the discretion of "SUBRECIPIENT".

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning December 1, 1999 or the date first written above, until December 31, 2000, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit at the end of each month on a monthly basis, and on occasion upon written request of the CITY, a Monthly Project and Financial Progress Report, the forms for which are attached as Exhibits "B" and "C". Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Project expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Project goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Written narrative and description of services shall be included in each monthly report.
- 3) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Monthly Project Progress Report or under separate cover. Materials which help document the progress of the Project include: event flyers, photographs, video footage, construction timelines, job descriptions, contractor contracts, and design drawings.
- 4) The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Administration Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for CCIG funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from December 1, 1999, or the date first written above, through December 31, 2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that CCIG grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after January 1, 2001, and prior to execution of this Agreement will not be reimbursed.

E. AMENDMENTS

Funds provided in categories as specified in this Agreement must be used for the purposes for which they were approved, and may not be transferred between categories without the written approval of the Director, or her designee, of the City's Neighborhood Services Department. Any changes to this Agreement, must be approved in writing by the Neighborhood Services Department, including the following changes:

1. proposals to change the type or scope of services or activities from those for which funding was provided, prior to implementation of changes using the Budget Modification Form as detailed in Exhibit "E";
2. proposals to temporarily or permanently cease the operations of
3. any significant changes to the "SUBRECIPIENT" such as, principal office bearers, contact persons, change of address of "SUBRECIPIENT"

The City shall have the right to other information pertaining to this grant, as requested by the Neighborhood Services Department.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Programs that are funded must agree to state and/or city monitoring of programs and financial reports. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives. "SUBRECIPIENT" agrees to retain all books, records and other documents relevant to this Agreement, and persons duly authorized by the City shall have full access to and the right to examine and copy any said materials during this said period.

G. AUDIT ADJUSTMENTS

If an audit discloses unallowable costs, "SUBRECIPIENT" shall promptly reimburse the City such unallowable costs. If such audit discloses unpaid allowable costs, the City shall pay "SUBRECIPIENT" such costs as are properly allowable and subject to the limits provided for herein.

H. INSURANCE

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 pursuant to this Agreement. 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.

III. OTHER GENERAL CONDITIONS**A. POLITICAL ACTIVITIES**

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

B. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CCIG funds;
2. Proceeds from the disposition of equipment purchased with CCIG funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with CCIG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT", that was constructed or improved with CCIG funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any CCIG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CCIG funds.

IV. FINANCIAL MANAGEMENT**A. REIMBURSEMENT**

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit "A", provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Disbursement of grant funding is through reimbursement process only. A *Request for Release of Funds* form, as detailed in Exhibit "F", must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. The CITY can make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

A *Request for Release of Funds* form shall be submitted by the "SUBRECIPIENT" with supporting documentation to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY, identified in Section 1(E) Amendments, of this agreement.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project Budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are CCIG ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates 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 that portion for other Projects/programs operating under the CITY's CCIG Program.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 1999-2000 CCIG funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT".

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 1001 N. Tonopah Drive, Las Vegas, NV 89106.

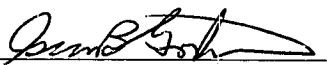
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

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

CITY OF LAS VEGAS

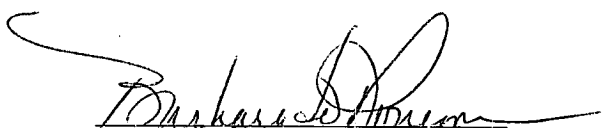
GODSEND INC.

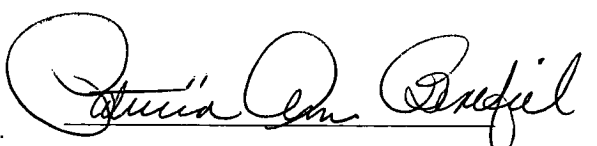

OSCAR B. GOODMAN, MAYOR


Lolanda Bunch, Owner

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK By:

 12-1-99

COUNCIL ACTION: 12/1/99



PATRICIA ANN BENEFIEL
Notary Public - Nevada
No. 99-4408-1
My appt. exp. June 8, 2003

APPROVED AS TO FORM:

 11/29/99

APPLICATION SUMMARY FORM

Full Legal Name of Applicant:

Lolanda BunchAddress: 1001 W. Tonopah DriveCity/State/Zip: Las Vegas NV 89106Contact Person: LolandaPhone Number: 647-5712 Fax Number: 702-647-4975Amount Requested: \$ 15,000 E-mail address: _____Federal Employer Identification Number (FEIN): 880363085Health Permit Number: 07795-HH2-01 Expiration Date: 12/99Current Child Care License Number(s): N 14-00009-9-01436 Expiration Date: 10/31/2000☒ Attach copies of all permits and licenses**Funds will be used for
(check all that apply)**

- ☒ Facility Rehab
- ☐ Operating Costs/Supplies
- ☐ Transportation/ Conferences
- ☐ Food
- ☐ Training
- ☐ Equipment
- ☐ Direct Client Services/ Other (Specify)

I certify that the information provided in this application is, to the best of my knowledge, complete and accurate. If the award is made, the applicant commits to project implementation in keeping with the application content and budget and to adhere to all assurances, certifications, terms, conditions, and other requirements contained in this application and in the RCF.

Signature and Title of person authorized to legally commit the organization to the activities described herein:

Lolanda Bunch owner
Signature Title

10/20/99
Date

Exhibit A

**CITY OF LAS VEGAS
CHILD CARE IMPROVEMENT GRANT
LINE ITEM BUDGET AND BUDGET NARRATIVE FORM**

****As Approved by the Child Care Improvement Grant
Evaluation Committee****

Child Care Improvement Grant Project - Line Item Budget:

Applicant:: Lolanda Bunch, Godsend Inc.

Funding Period: _____ to _____

BUDGET FOR DIRECT COSTS OF CHILD CARE PROJECT

Item	Requested Child Care Funding	CLV CDBG Funding	Other Funding	Total Cost
Facility Rehab	\$15,000			\$15,000
Operating/ Supplies				
Travel/ Conferences				
Food(Clients)				
Training				
Equipment				
Direct Client Services/ Other				
Subtotal	\$15,000			\$15,000

PROPOSED PROJECT BUDGET

Budget Narrative

Facility Rehab

Expansion of one room addition, and renovation of two existing lavatories
Project will take approximately one month to complete.

Construction cost room of 674 square feet

@ \$5.000 down payment

@ \$5.000 upon code Inspectors signing all permits

@ \$5.000 upon total completion of adding one room according to approved plans and blue prints.

Subtotal \$15.000

All funds will go toward the new room addition that will increase the children by twenty five percent. Also allowing Godsend to employ three more staff members, which we have been recruiting mothers on welfare and training them for employment. There benefits are great with affordable child care for there children while they work.

Child Care Improvement Grant MONTHLY PROGRESS REPORT

Agency Name:		
Person Preparing Report:		
Reporting Month:		
Date of Report:		
Phone Number:		
Fax Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

Agency Name: _____

Reporting Month: _____

A	B1	B2	C
Description of Expenditures	Category	Reimbursement Amount	Grant Balance
Monthly Totals			

Child Care Improvement Grant Program FINAL REPORT

Project Name:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
CHILD CARE IMPROVEMENT GRANT PROGRAM**

Exhibit E

BUDGET MODIFICATION AND REVISION REQUEST

AGENCY _____ GRANT _____

PROJECT/ACTIVITY _____ DATE _____

Funding Category	DESCRIPTION	BUDGET	EXPENSES	BALANCE	ADJUSTMENT REQUESTED	ENDING BALANCE

JUSTIFICATION:

SIGNED: _____ TITLE: _____ DATE: _____
(Agency)

APPROVED

DENIED

CLV GRANTS PROGRAM REPRESENTATIVE: _____ DATE: _____

NEIGHBORHOOD SERVICES DEPT: _____ DATE: _____

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department, for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Funding Category	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Facility Rehab				
Operating Costs/Supplies				
Travel & Transportation				
Food (client)				
(Employment) Training				
Direct Client Services				
Machinery & Equipment				
TOTAL				

 Signature

 Date

CHILD CARE IMPROVEMENT GRANT AGREEMENT
between the City of Las Vegas and ECONOMIC OPPORTUNITY BOARD OF
CLARK COUNTY (REACH OUT)

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of December, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Economic Opportunity Board of Clark County (Reach Out), a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 2228 Comstock Drive, North Las Vegas, NV 89032-3536.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Child Care Improvement Grant, hereinafter referred to as "CCIG"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CCIG program to ensure that it conforms to the CCIG Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY as Grantor wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the CCIG Program's objectives, as follows:

- to improve or expand existing child care facilities serving the target area; and
- to support projects creating child care for additional children and/or to enhance the quality of current child care; and
- to enhance the quality of child care services, by providing child care teacher training to current and future child care employees; and
- to provide access to college level course work through the Early Childhood Development program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY1999-2000 CCIG-funded activities eligible under the Child Care Improvement Grant as cited in the Scope of Services I.B.1, hereinafter referred to as "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$15,000** in CCIG funds to be allocated in accordance with the Project Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said CCIG funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION**1. Scope of Services to be Provided**Purpose of Services:

The purpose of the funding is to enhance the quality the child care services offered and to purchase program equipment.

Tasks to be Performed:

- Provide documentation detailing 25% of Salary & Fringe for 1 teacher aide for 1 year as specified in Exhibit "A"
- Order 3 computers as specified in Exhibit "A"
- Installation of 3 computers
- Submit monthly and financial reports

Measurable Goals for Grant period:

- Purchase and installation of 3 computers
- Payroll Documentation detailing Teacher Aide's employment for 1 year

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Sylvia Staples, Acting Executive Director or a designee chosen at the discretion of "SUBRECIPIENT".

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning December 1, 1999 or the date first written above, until December 31, 2000, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit at the end of each month on a monthly basis, and on occasion upon written request of the CITY, a Monthly Project and Financial Progress Report, the forms for which are attached as Exhibits "B" and "C". Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Project expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Project goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.

- 2) Written narrative and description of services shall be included in each monthly report.
- 3) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Monthly Project Progress Report or under separate cover. Materials which help document the progress of the Project include: event flyers, photographs, video footage, construction timelines, job descriptions, contractor contracts, and design drawings.
- 4) The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Administration Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for CCIG funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from December 1, 1999, or the date first written above, through December 31, 2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that CCIG grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after January 1, 2001, and prior to execution of this Agreement will not be reimbursed.

E. AMENDMENTS

Funds provided in categories as specified in this Agreement must be used for the purposes for which they were approved, and may not be transferred between categories without the written approval of the Director, or her designee, of the City's Neighborhood Services Department. Any changes to this Agreement, must be approved in writing by the Neighborhood Services Department, including the following changes:

1. proposals to change the type or scope of services or activities from those for which funding was provided, prior to implementation of changes using the Budget Modification Form as detailed in Exhibit "E";
2. proposals to temporarily or permanently cease the operations of
3. any significant changes to the "SUBRECIPIENT" such as, principal office bearers, contact persons, change of address of "SUBRECIPIENT"

The City shall have the right to other information pertaining to this grant, as requested by the Neighborhood Services Department.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Programs that are funded must agree to state and/or city monitoring of programs and financial reports. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives. "SUBRECIPIENT" agrees to retain all books, records and other documents relevant to this Agreement, and persons duly authorized by the City shall have full access to and the right to examine and copy any said materials during this said period.

G. AUDIT ADJUSTMENTS

If an audit discloses unallowable costs, "SUBRECIPIENT" shall promptly reimburse the City such unallowable costs. If such audit discloses unpaid allowable costs, the City shall pay "SUBRECIPIENT" such costs as are properly allowable and subject to the limits provided for herein.

H. INSURANCE

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 pursuant to this Agreement. 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.

III. OTHER GENERAL CONDITIONS**A. POLITICAL ACTIVITIES**

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

B. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CCIG funds;
2. Proceeds from the disposition of equipment purchased with CCIG funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with CCIG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT", that was constructed or improved with CCIG funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any CCIG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CCIG funds.

IV. FINANCIAL MANAGEMENT**A. REIMBURSEMENT**

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit "A", provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Disbursement of grant funding is through reimbursement process only. A *Request for Release of Funds* form, as detailed in Exhibit "F", must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. The CITY can make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

A *Request for Release of Funds* form shall be submitted by the "SUBRECIPIENT" with supporting documentation to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY, identified in Section 1(E) Amendments, of this agreement.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project Budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are CCIG ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates 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 that portion for other Projects/programs operating under the CITY's CCIG Program.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 1999-2000 CCIG funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT".

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 2228 Comstock Drive, No. Las Vegas, NV 89032-3536.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

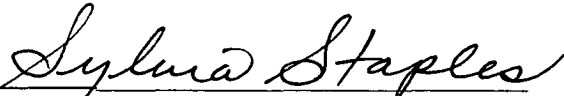
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

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

CITY OF LAS VEGAS

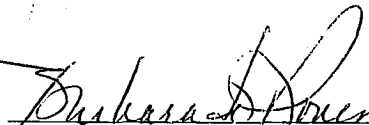
ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY
(REACH OUT)

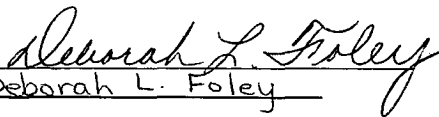

OSCAR B. GOODMAN, MAYOR


Sylvia Staples, Acting Executive Director

ATTEST:

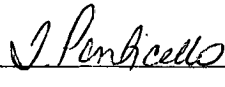
ATTEST:


BARBARA JO RONEMUS, CITY CLERK By:


Deborah L. Foley

COUNCIL ACTION: 12/1/99

APPROVED AS TO FORM:

 11/29/99

APPLICATION SUMMARY FORM

Full Legal Name of Applicant:

Economic Opportunity Board of Clark CountyAddress: 2228 Comstock Dr.City/State/Zip: No. Las Vegas, NV 89032-3536Contact Person: Diana GoffPhone Number: (702) 387-0179Fax Number: (702) 387-2071Amount Requested: \$15,000.00E-mail address: DianaVegas@aol.comFederal Employer Identification Number (FEIN): NV 09CH0357-000Health Permit Number: PENDING

Expiration Date: _____

Current Child Care License Number(s): PENDING

Expiration Date: _____

☐ Attach copies of all permits and licenses**Funds will be used for
(check all that apply)**

- ☐ Facility Rehab
- ☒ Operating Costs/Supplies
- ☐ Transportation/ Conferences
- ☐ Food
- ☐ Training
- ☒ Equipment
- ☐ Direct Client Services/ Other (Specify)

I certify that the information provided in this application is, to the best of my knowledge, complete and accurate. If the award is made, the applicant commits to project implementation in keeping with the application content and budget and to adhere to all assurances, certifications, terms, conditions, and other requirements contained in this application and in the RCF.

Signature and Title of person authorized to legally commit the organization to the activities described herein:

Sylvia Staples Acting Exec. Dir.
Signature Title

October 22, 1999
Date

**CITY OF LAS VEGAS
CHILD CARE IMPROVEMENT GRANT
LINE ITEM BUDGET AND BUDGET NARRATIVE FORM**

****As Approved by the Child Care Improvement Grant
Evaluation Committee****

Child Care Improvement Grant Project - Line Item Budget:

Applicant: Economic Opportunity Board (Reach Out)

Funding Period: _____ to _____

BUDGET FOR DIRECT COSTS OF CHILD CARE PROJECT

Item	Requested Child Care Funding	CLV CDBG Funding	Other Funding	Total Cost
Facility Rehab				
Operating/ Supplies	\$7,200			\$7,200
Travel/ Conferences				
Food(Clients)				
Training				
Equipment	\$7,800			\$7,800
Direct Client Services/ Other				
Subtotal	\$15,000			\$15,000

SECTION D: NON PROFIT ORGANIZATION INFORMATION**SECTION E: LINE ITEM BUDGET AND BUDGET NARRATIVE FORMS****OPERATING/SUPPLIES:****Salary Supplement:**

25% of salary & Fringe for 1 Teacher Aide for 1 yr. \$5,960

Program is starting with full staff from previous operation

and few children, supplemental funding needed to prevent lay-off.

Supplies;

Misc. children's toys, books, videos, etc. \$1,240

Total Operating/Supplies \$7,200

EQUIPMENT:**Computers:**

2 "Kaplan" children's computers w/ printers.

designed for pre school children, with special

educational software and keyboards. \$6,600

1 "Gateway" computer w/ printer.

For use by program supervisor to prepare reports

and other required documentation. \$1,200

Total Equipment: \$7,800

TOTAL GRANT REQUEST: \$15,000

Child Care Improvement Grant MONTHLY PROGRESS REPORT

Agency Name:		
Person Preparing Report:		
Reporting Month:		
Date of Report:		
Phone Number:		
Fax Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

Agency Name: _____ Reporting Month: _____

[illegible]

Child Care Improvement Grant Program FINAL REPORT

Project Name:			
Reporting Period:	Start:	End:	
Date of Report:			
Contact Person:			
Phone Number:			
Amount of Grant:			

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
CHILD CARE IMPROVEMENT GRANT PROGRAM**

Exhibit E

BUDGET MODIFICATION AND REVISION REQUEST

AGENCY _____ GRANT _____

PROJECT/ACTIVITY _____ DATE _____

Funding Category	DESCRIPTION	BUDGET	EXPENSES	BALANCE	ADJUSTMENT REQUESTED	ENDING BALANCE

JUSTIFICATION:

SIGNED: _____ TITLE: _____ DATE: _____
(Agency)

APPROVED**DENIED**

CLV GRANTS PROGRAM REPRESENTATIVE: _____ DATE: _____

NEIGHBORHOOD SERVICES DEPT: _____ DATE: _____

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department, for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Funding Category	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Facility Rehab				
Operating Costs/Supplies				
Travel & Transportation				
Food (client)				
(Employment) Training				
Direct Client Services				
Machinery & Equipment				
TOTAL				

 Signature

 Date

CHILD CARE IMPROVEMENT GRANT AGREEMENT between the City of Las Vegas and EXODUS CHRISTIAN DAYCARE

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of December, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Exodus Christian Daycare, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 407 Spencer Street, Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Child Care Improvement Grant, hereinafter referred to as "CCIG"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CCIG program to ensure that it conforms to the CCIG Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY as Grantor wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the CCIG Program's objectives, as follows:

- to improve or expand existing child care facilities serving the target area; and
- to support projects creating child care for additional children and/or to enhance the quality of current child care; and
- to enhance the quality of child care services, by providing child care teacher training to current and future child care employees; and
- to provide access to college level course work through the Early Childhood Development program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY1999-2000 CCIG-funded activities eligible under the Child Care Improvement Grant as cited in the Scope of Services I.B.1, hereinafter referred to as "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ 11,000 in CCIG funds to be allocated in accordance with the Project Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said CCIG funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION**1. Scope of Services to be Provided**Purpose of Services:

The purpose of this funding is to enhance the quality of the child care services offered and to expand the existing facility by constructing a storage facility and purchasing new playground equipment.

Tasks to be Performed:

- Obtain necessary City of Las Vegas permits prior to construction
- Purchase construction supplies and materials
- Order children's supplies and playground equipment as detailed in Exhibit "A"
- Begin construction on new storage facility
- Submit monthly progress and financial reports

Measurable Goals for Grant period:

- Obtain proper permits
- Begin construction of new storage facility
- Purchase children's supplies and playground equipment
- Completion of storage facility

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Anthony J. Giacobelli, Director or a designee chosen at the discretion of "SUBRECIPIENT".

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning December 1, 1999 or the date first written above, until December 31, 2000, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit at the end of each month on a monthly basis, and on occasion upon written request of the CITY, a Monthly Project and Financial Progress Report, the forms for which are attached as Exhibits "B" and "C". Failure to submit said reports in a timely manner may delay reimbursement to

"SUBRECIPIENT" for grant-eligible Project expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Project goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Written narrative and description of services shall be included in each monthly report.
- 3) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Monthly Project Progress Report or under separate cover. Materials which help document the progress of the Project include: event flyers, photographs, video footage, construction timelines, job descriptions, contractor contracts, and design drawings.
- 4) The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Administration Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for CCIG funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from December 1, 1999, or the date first written above, through December 31, 2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that CCIG grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after January 1, 2001, and prior to execution of this Agreement will not be reimbursed.

E. AMENDMENTS

Funds provided in categories as specified in this Agreement must be used for the purposes for which they were approved, and may not be transferred between categories without the written approval of the Director, or her designee, of the City's Neighborhood Services Department. Any changes to this Agreement, must be approved in writing by the Neighborhood Services Department, including the following changes:

1. proposals to change the type or scope of services or activities from those for which funding was provided, prior to implementation of changes using the Budget Modification Form as detailed in Exhibit "E";

2. proposals to temporarily or permanently cease the operations of
3. any significant changes to the "SUBRECIPIENT" such as, principal office bearers, contact persons, change of address of "SUBRECIPIENT"

The City shall have the right to other information pertaining to this grant, as requested by the Neighborhood Services Department.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Programs that are funded must agree to state and/or city monitoring of programs and financial reports. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may

request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives. "SUBRECIPIENT" agrees to retain all books, records and other documents relevant to this Agreement, and persons duly authorized by the City shall have full access to and the right to examine and copy any said materials during this said period.

G. AUDIT ADJUSTMENTS

If an audit discloses unallowable costs, "SUBRECIPIENT" shall promptly reimburse the City such unallowable costs. If such audit discloses unpaid allowable costs, the City shall pay "SUBRECIPIENT" such costs as are properly allowable and subject to the limits provided for herein.

H. INSURANCE

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 pursuant to this Agreement. 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.

III. OTHER GENERAL CONDITIONS

A. POLITICAL ACTIVITIES

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

B. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CCIG funds;
2. Proceeds from the disposition of equipment purchased with CCIG funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with CCIG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT", that was constructed or improved with CCIG funds, less costs incidental to generation of the income; and

5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any CCIG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CCIG funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit "A", provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Disbursement of grant funding is through reimbursement process only. A *Request for Release of Funds* form, as detailed in Exhibit "F", must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. The CITY can make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

A *Request for Release of Funds* form shall be submitted by the "SUBRECIPIENT" with supporting documentation to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY, identified in Section 1(E) Amendments, of this agreement.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project Budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are CCIG ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates 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 that portion for other Projects/programs operating under the CITY's CCIG Program.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 1999-2000 CCIG funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT".

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT**A. AMENDMENT OR REVISION REQUIRED BY CITY**

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 407 Spencer Street, Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

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

CITY OF LAS VEGAS

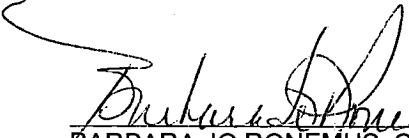
EXODUS CHRISTIAN DAYCARE

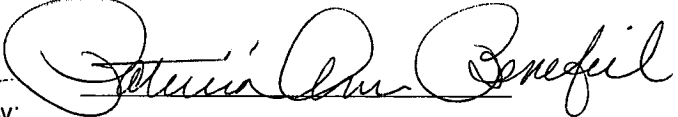

OSCAR B. GOODMAN, MAYOR


Anthony J. Giacobelli, Director

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK By:

 12-1-99

COUNCIL ACTION: 12/1/99

PATRICIA ANN BENEFIEL
Notary Public - Nevada
No. 99-4408-1
My appl. exp. June 6, 2003

APPROVED AS TO FORM: J. Pontillo 11/29/99

Exhibit A

PROPOSAL SUMMARY FORM

Full Legal Name of Applicant:

Exodus Christian Daycare

Address: 407 Spencer Street,

City/State/Zip: Las Vegas, Nv. 89101

Contact Person: Tony J. Giacobelli, Director

Phone Number: (702) 385-0808

Fax Number: (702) 385-1077

Amount Requested: \$15,000.

E-mail address: EXODUS6114@JUNO.COM

Federal Employer Identification Number (FEIN): 94-3098605

Health Permit Number:

Expiration Date:

Current Child Care License Number(s): N15-00018-9-011011

Expiration Date: 07/31/00

☒ Attach copies of all permits and licenses**Funds will be used for
(check all that apply)**

- ☐ Facility Rehab
- ☐ Operating Costs/Supplies
- ☐ Transportation/ Conferences
- ☐ Food
- ☐ Training
- ☒ Equipment
- ☒ Direct Client Services/ Other (Specify)

Storage for childrens supplies and equipment due to vandalism

I certify that the information provided in this proposal is, to the best of my knowledge, complete and accurate. If the award is made, the applicant commits to project implementation in keeping with the proposal content and budget and to adhere to all assurances, certifications, terms, conditions, and other requirements contained in this proposal and in the RFP.

Signature and Title of person authorized to legally commit the organization to the activities described herein:

Signature

Title

Date

Exhibit A

**CITY OF LAS VEGAS
CHILD CARE IMPROVEMENT GRANT
LINE ITEM BUDGET AND BUDGET NARRATIVE FORM**

**** As Approved by the Child Care Improvement Grant
Evaluation Committee****

Child Care Improvement Grant Project - Line Item Budget:

Applicant: Tony J. Giacobelli, Exodus Christian Day Care

Funding Period: _____ to _____

BUDGET FOR DIRECT COSTS OF CHILD CARE PROJECT

Item	Requested Child Care Funding	CLV CDBG Funding	Other Funding	Total Cost
Facility Rehab	\$6,000		\$4,947	\$10,947
Operating/ Supplies				
Travel/ Conferences				
Food(Clients)				
Training				
Equipment	\$5,000			\$5,000
Direct Client Services/ Other				
Subtotal	\$11,000			\$15,947

Exodus Daycare Detailed List**PLAYGROUND**

- 4 tricycles \$120 each
- Picnic table \$360
- Water table \$360
- Painting easel \$260
- Portable Basketball set \$120
- Play house \$230
- 2 Scooters \$125 each

CLASSROOM**Manipulatives**

- Shapes and colors set \$20
- Lego table with legos \$380
- Puzzles \$100
- Table games \$50
- Workbench \$300

Kitchen

- 2 kitchen sets (4 pieces each) \$1,100
- Dish set \$15
- Fruit and Veggies sets \$20
- Play foods \$43

Other

- Audio stereo for children \$100
- 6 tables for children \$35 each
- Books \$600

Total calculated from catalogue \$4,998

Facility rehab \$6,000

EXHIBIT B

Child Care Improvement Grant MONTHLY PROGRESS REPORT

Agency Name:		
Person Preparing Report:		
Reporting Month:		
Date of Report:		
Phone Number:		
Fax Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

EXHIBIT C

Child Care Improvement Grant MONTHLY EXPENDITURE REPORT

Agency Name: _____

Reporting Month: _____

[illegible]

Child Care Improvement Grant Program FINAL REPORT

Project Name:			
Reporting Period:	Start:	End:	
Date of Report:			
Contact Person:			
Phone Number:			
Amount of Grant:			

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
CHILD CARE IMPROVEMENT GRANT PROGRAM**

Exhibit E

BUDGET MODIFICATION AND REVISION REQUEST

AGENCY _____ GRANT _____

PROJECT/ACTIVITY _____ DATE _____

Funding Category	DESCRIPTION	BUDGET	EXPENSES	BALANCE	ADJUSTMENT REQUESTED	ENDING BALANCE

JUSTIFICATION:

SIGNED: _____ TITLE: _____ DATE: _____
(Agency)

APPROVED

DENIED

CLV GRANTS PROGRAM REPRESENTATIVE: _____ DATE: _____

NEIGHBORHOOD SERVICES DEPT: _____ DATE: _____

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department, for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Funding Category	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Facility Rehab				
Operating Costs/Supplies				
Travel & Transportation				
Food (client)				
(Employment) Training				
Direct Client Services				
Machinery & Equipment				
TOTAL				

 Signature

 Date

CHILD CARE IMPROVEMENT GRANT AGREEMENT between the City of Las Vegas and JUMPSTART

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of December, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Jumpstart, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1111 N. Nellis, Las Vegas, NV 89110.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Child Care Improvement Grant, hereinafter referred to as "CCIG"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CCIG program to ensure that it conforms to the CCIG Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY as Grantor wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the CCIG Program's objectives, as follows:

- to improve or expand existing child care facilities serving the target area; and
- to support projects creating child care for additional children and/or to enhance the quality of current child care; and
- to enhance the quality of child care services, by providing child care teacher training to current and future child care employees; and
- to provide access to college level course work through the Early Childhood Development program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY1999-2000 CCIG-funded activities eligible under the Child Care Improvement Grant as cited in the Scope of Services I.B.1, hereinafter referred to as "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$13,000 in CCIG funds to be allocated in accordance with the Project Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said CCIG funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

The purpose of this funding is to enhance the quality of the child care services offered and to improve the existing facility at Madison Terrace by a constructing a covered playground and purchasing playground equipment.

Tasks to be Performed:

- Obtain necessary City of Las Vegas permits prior to construction
- Order Canopy Shelter
- Order Tot Lot playground equipment
- Begin construction on Canopy Shelter
- Purchase Early Childhood Development training materials
- Submit monthly progress and financial reports

Level of Services to be Provided:

To provide on-site child care services at Madison Terrace for up to 45 children.

Measurable Goals for Grant period:

- Obtaining proper permits
- Begin Construction of Canopy Shelter
- Completion of Canopy Shelter
- Installation of Tot Lot playground Equipment
- Enrollment of up to 45 children at the Madison Terrace child care facility

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Toni Mims, Executive Director or a designee chosen at the discretion of "SUBRECIPIENT".

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning December 1, 1999 or the date first written

above, until December 31, 2000, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit at the end of each month on a monthly basis, and on occasion upon written request of the CITY, a Monthly Project and Financial Progress Report, the forms for which are attached as Exhibits "B" and "C". Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Project expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Project goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Written narrative and description of services shall be included in each monthly report.
- 3) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Monthly Project Progress Report or under separate cover. Materials which help document the progress of the Project include: event flyers, photographs, video footage, construction timelines, job descriptions, contractor contracts, and design drawings.
- 4) The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Administration Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for CCIG funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from December 1, 1999, or the date first written above, through December 31, 2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that CCIG grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after January 1, 2001, and prior to execution of this Agreement will not be reimbursed.

E. AMENDMENTS

Funds provided in categories as specified in this Agreement must be used for the purposes for which they were approved, and may not be transferred between categories without the written approval of the Director, or her designee, of the City's Neighborhood

Services Department. Any changes to this Agreement, must be approved in writing by the Neighborhood Services Department, including the following changes:

1. proposals to change the type or scope of services or activities from those for which funding was provided, prior to implementation of changes using the Budget Modification Form as detailed in Exhibit "E";
2. proposals to temporarily or permanently cease the operations of
3. any significant changes to the "SUBRECIPIENT" such as, principal office bearers, contact persons, change of address of "SUBRECIPIENT"

The City shall have the right to other information pertaining to this grant, as requested by the Neighborhood Services Department.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Programs that are funded must agree to state and/or city monitoring of programs and financial reports. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives. "SUBRECIPIENT" agrees to retain all books, records and other documents relevant to this Agreement, and persons duly authorized by the City shall have full access to and the right to examine and copy any said materials during this said period.

G. AUDIT ADJUSTMENTS

If an audit discloses unallowable costs, "SUBRECIPIENT" shall promptly reimburse the City such unallowable costs. If such audit discloses unpaid allowable costs, the City shall pay "SUBRECIPIENT" such costs as are properly allowable and subject to the limits provided for herein.

H. INSURANCE

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 pursuant to this Agreement. 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.

III. OTHER GENERAL CONDITIONS

A. POLITICAL ACTIVITIES

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

B. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CCIG funds;
2. Proceeds from the disposition of equipment purchased with CCIG funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with CCIG funds, less costs incidental to generation of the income;

4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT", that was constructed or improved with CCIG funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any CCIG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CCIG funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit "A", provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Disbursement of grant funding is through reimbursement process only. A *Request for Release of Funds* form, as detailed in Exhibit "F", must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. The CITY can make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

A *Request for Release of Funds* form shall be submitted by the "SUBRECIPIENT" with supporting documentation to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY, identified in Section 1(E) Amendments, of this agreement.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project Budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are CCIG ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates 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 that portion for other Projects/programs operating under the CITY's CCIG Program.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 1999-2000 CCIG funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT".

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT**A. AMENDMENT OR REVISION REQUIRED BY CITY**

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 1111 N. Nellis, Las Vegas, NV 89110.

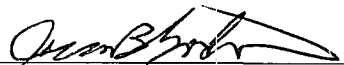
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

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

CITY OF LAS VEGAS

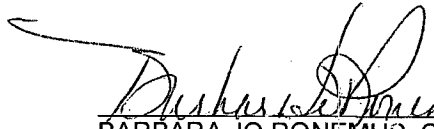
JUMPSTART

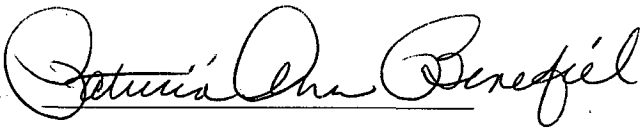

 OSCAR B. GOODMAN, MAYOR


 Toni Mims, Executive Director

ATTEST:

ATTEST:

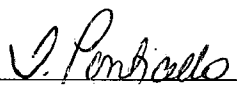

 BARBARA JO RONEMUS, CITY CLERK By:

 12-1-99

COUNCIL ACTION:

12/1/99

APPROVED AS TO FORM:

 11/24/99


PATRICIA ANN BENEFIEL
 Notary Public - Nevada
 No. 99-4408-1
 My appt. exp. June 6, 2003

PROPOSAL SUMMARY FORM

Full Legal Name of Applicant:

JUMPSTART

Address:

1111 N. Nellis

City/State/Zip:

LV NV 89110

Contact Person:

Toni MIMS

Phone Number:

452-4491

Fax Number:

452-4497

Amount Requested:

\$15,000

E-mail address:

Federal Employer Identification Number (FEIN):

88-0405217

Health Permit Number:

16811-H33-01

Expiration Date:

12-30-2000

Current Child Care License Number(s):

Expiration Date:

☐ Attach copies of all permits and licenses**Funds will be used for
(check all that apply)**

- ☐ Facility Rehab
- ☐ Operating Costs/Supplies
- ☐ Transportation/ Conferences
- ☐ Food
- ☒ Training
- ☒ Equipment
- ☐ Direct Client Services/ Other (Specify)

I certify that the information provided in this proposal is, to the best of my knowledge, complete and accurate. If the award is made, the applicant commits to project implementation in keeping with the proposal content and budget and to adhere to all assurances, certifications, terms, conditions, and other requirements contained in this proposal and in the RFP.

Signature and Title of person authorized to legally commit the organization to the activities described herein:

Toni Mims

Signature

Executive Director

Title

10/22/99

Date

Exhibit A

**CITY OF LAS VEGAS
CHILD CARE IMPROVEMENT GRANT
LINE ITEM BUDGET AND BUDGET NARRATIVE FORM**

**** As Approved by the Child Care Improvement Grant
Evaluation Committee****

Child Care Improvement Grant Project - Line Item Budget:

Applicant:: Toni Mims, Jumpstart

Funding Period: _____ to _____

BUDGET FOR DIRECT COSTS OF CHILD CARE PROJECT

Item	Requested Child Care Funding	CLV CDBG Funding	Other Funding	Total Cost
Facility Rehab				
Operating/ Supplies			\$10,000	\$10,000
Travel/ Conferences				
Food(Clients)			\$37,496	\$37,496
Training	\$3,000			\$3,000
Equipment	\$10,000			\$10,000
Direct Client Services/ Other				
Subtotal	\$13,000		\$47,496	\$62,496

REVISED BUDGET NARRATIVE**FACILITY REHAB**

0

OPERATING SUPPLIES

0

TRAVEL/CONFERENCE

0

TRAINING**\$3,000**

Teacher materials, textbooks, etc. Training Manuals

15 sets @ 120 each=\$1800

Misc. Supplies (Home visit logs, pencils, paper, etc.) = \$1200

EQUIPMENT**\$10,000**

Canopy Shelter = 2 @ 539.75 = 1,079.50

Tot Lot = \$8,920.50

Plastic tunnels, playhouse, sandlot, swings, balancebars (plastic)

TOTAL**\$13,000**

Child Care Improvement Grant MONTHLY PROGRESS REPORT

Agency Name:		
Person Preparing Report:		
Reporting Month:		
Date of Report:		
Phone Number:		
Fax Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

Agency Name: _____ Reporting Month: _____

[illegible]

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
CHILD CARE IMPROVEMENT GRANT PROGRAM**

Exhibit E

BUDGET MODIFICATION AND REVISION REQUEST

AGENCY _____ GRANT _____

PROJECT/ACTIVITY _____ DATE _____

Funding Category	DESCRIPTION	BUDGET	EXPENSES	BALANCE	ADJUSTMENT REQUESTED	ENDING BALANCE

JUSTIFICATION:

SIGNED: _____ TITLE: _____ DATE: _____
(Agency)

APPROVED

DENIED

CLV GRANTS PROGRAM REPRESENTATIVE: _____ DATE: _____

NEIGHBORHOOD SERVICES DEPT: _____ DATE: _____

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department, for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Funding Category	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Facility Rehab				
Operating Costs/Supplies				
Travel & Transportation				
Food (client)				
(Employment) Training				
Direct Client Services				
Machinery & Equipment				
TOTAL				

 Signature

 Date

CHILD CARE IMPROVEMENT GRANT AGREEMENT between the City of Las Vegas and SMART START

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of December, 1999 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Smart Start**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT", whose primary mailing address at the date of execution is 1260 West Owens Street, Las Vegas, NV 89106.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Child Care Improvement Grant, hereinafter referred to as "CCIG"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CCIG program to ensure that it conforms to the CCIG Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY as Grantor wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the CCIG Program's objectives, as follows:

- to improve or expand existing child care facilities serving the target area; and
- to support projects creating child care for additional children and/or to enhance the quality of current child care; and
- to enhance the quality of child care services, by providing child care teacher training to current and future child care employees; and
- to provide access to college level course work through the Early Childhood Development program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY1999-2000 CCIG-funded activities eligible under the Child Care Improvement Grant as cited in the Scope of Services I.B.1, hereinafter referred to as "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$14,000 in CCIG funds to be allocated in accordance with the Project Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said CCIG funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

The purpose of the funding is to enhance the quality the child care services offered and to expand the learning program by purchasing program and playground equipment, and food warming equipment.

Tasks to be Performed:

- Obtain necessary City of Las Vegas permits
- Order food warming equipment approved by the Clark County Health District (CCHD)
- Order replacement toys and equipment as detailed in Exhibit "A"
- Submit monthly and financial reports

Measurable Goals for Grant period:

- Obtain permits and approval from CCHD
- Purchase new food warming equipment
- Purchase replacement toys and equipment

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Willa Chaney, Director or a designee chosen at the discretion of "SUBRECIPIENT".

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning December 1, 1999 or the date first written above, until December 31, 2000, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit at the end of each month on a monthly basis, and on occasion upon written request of the CITY, a Monthly Project and Financial Progress Report, the forms for which are attached as Exhibits "B" and "C". Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Project expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Project goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Written narrative and description of services shall be included in each monthly report.
- 3) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Monthly Project Progress Report or under separate cover. Materials which help document the progress of the Project include: event flyers, photographs, video footage, construction timelines, job descriptions, contractor contracts, and design drawings.
- 4) The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Administration Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for CCIG funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from December 1, 1999, or the date first written above, through December 31, 2000. Furthermore, the CITY shall be liable only for payment proportional to the extent that CCIG grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after January 1, 2001, and prior to execution of this Agreement will not be reimbursed.

E. AMENDMENTS

Funds provided in categories as specified in this Agreement must be used for the purposes for which they were approved, and may not be transferred between categories without the written approval of the Director, or her designee, of the City's Neighborhood Services Department. Any changes to this Agreement, must be approved in writing by the Neighborhood Services Department, including the following changes:

1. proposals to change the type or scope of services or activities from those for which funding was provided, prior to implementation of changes using the Budget Modification Form as detailed in Exhibit "E";
2. proposals to temporarily or permanently cease the operations of
3. any significant changes to the "SUBRECIPIENT" such as, principal office bearers, contact persons, change of address of "SUBRECIPIENT"

The City shall have the right to other information pertaining to this grant, as requested by the Neighborhood Services Department.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Programs that are funded must agree to state and/or city monitoring of programs and financial reports. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives. "SUBRECIPIENT" agrees to retain all books, records and other documents relevant to this Agreement, and persons duly authorized by the City shall have full access to and the right to examine and copy any said materials during this said period.

G. AUDIT ADJUSTMENTS

If an audit discloses unallowable costs, "SUBRECIPIENT" shall promptly reimburse the City such unallowable costs. If such audit discloses unpaid allowable costs, the City shall pay "SUBRECIPIENT" such costs as are properly allowable and subject to the limits provided for herein.

H. INSURANCE

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 pursuant to this Agreement. 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.

III. OTHER GENERAL CONDITIONS**A. POLITICAL ACTIVITIES**

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

B. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CCIG funds;
2. Proceeds from the disposition of equipment purchased with CCIG funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with CCIG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT", that was constructed or improved with CCIG funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any CCIG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CCIG funds.

IV. FINANCIAL MANAGEMENT**A. REIMBURSEMENT**

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit "A", provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Disbursement of grant funding is through reimbursement process only. A *Request for Release of Funds* form, as detailed in Exhibit "F", must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. The CITY can make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

A *Request for Release of Funds* form shall be submitted by the "SUBRECIPIENT" with supporting documentation to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project Budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY, identified in Section 1(E) Amendments, of this agreement.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project Budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses which are CCIG ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates 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 that portion for other Projects/programs operating under the CITY's CCIG Program.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 1999-2000 CCIG funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT".

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT**A. AMENDMENT OR REVISION REQUIRED BY CITY**

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 1260 West Owens Street, Las Vegas, NV 89106.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

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

CITY OF LAS VEGAS

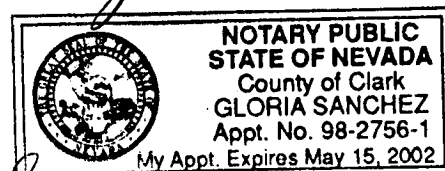
SMART START

Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Willa Chaney 12-2-99
Willa Chaney, Director

ATTEST:

ATTEST:



Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK By: _____

Gloria Sanchez

COUNCIL ACTION:

12/1/99

APPROVED AS TO FORM:

J. Penabaz 11/29/99

APPLICATION SUMMARY FORM

Full Legal Name of Applicant:

"Smart Start"Address: 1260 West Owens Street,Las Vegas, Nevada 89106Contact Person: Mrs. James ChaneyPhone Number: 702-647-5700 Fax Number: 702-646-9573Amount Requested: \$15,000.Federal Employer Identification Number (FEIN) 88-0227780Health Permit Number:Current Child Care License Number (s): NI4-00005-9-021428☒ Attach copies of all permits and licenses**Funds will be used for
(check all that apply)**

- ☐ Facility Rehab
☐ Operating Costs/Supplies
☐ Transportation/Conferences
☐ Food
☐ Training
☒ **Equipment**
☐ Direct Client Services/ Other (Specify)

I certify that the information provided in this application is, to the best of my knowledge, complete and accurate. If the award is made, the applicant commits to project implementation in keeping with the application content and budget and to adhere to all assurances, certifications, terms, conditions, and other requirements contained in this application and in the RCF.

Signature and Title of person authorized to legally commit the organization to the activities described herein:

Mellie Chaney
Signature

Director
Title

11-10-99
Date

Exhibit A

**CITY OF LAS VEGAS
CHILD CARE IMPROVEMENT GRANT
LINE ITEM BUDGET AND BUDGET NARRATIVE FORM**

****As Approved by the Child Care Improvement Grant
Evaluation Committee****

Child Care Improvement Grant Project - Line Item Budget:

Applicant:: Willa Chaney, Smart Start

Funding Period: _____ to _____

BUDGET FOR DIRECT COSTS OF CHILD CARE PROJECT

Item	Requested Child Care Funding	CLV CDBG Funding	Other Funding	Total Cost
Facility Rehab				
Operating/ Supplies				
Travel/ Conferences				
Food(Clients)				
Training				
Equipment	\$14,000			\$14,000
Direct Client Services/ Other				
Subtotal	\$14,000			\$14,000

SMART START

2. Required budget forms as required are attached:

3. Written description is as follows:

For Children's Sleeping Quarters-

Purchase of equipment including 12 new beds, mattresses, bedding, \$300.
X 12=\$3600.

For Children's Eating Area-

Large, compartmented warming food stand(s) \$3,600.

5 Children's Table & chairs \$360.= \$1800.

For adults eating area (including parents, staff and teachers)

5 Standard 8ft tables & 20 chairs \$1,000.

For children's Play Area-

Replacement of worn toys will enhance the quality of life of the children attending the Smart Start Preschool. List follows including: List [Price + Tax]

4 tricycles \$120. each + tax, Childs game play Table & chairs \$360.,

Portable basketball set \$120., 2 Scooters \$125. ~~Little Merry Go-Round~~

~~\$1,000~~ Play house \$230.

Manipulative including: 2 Shapes & colors set \$40. Lego table with Legos \$380. Puzzles (wood) \$100.

Childrens Audio/Visual Learning Station-

3 Computer stations @ \$800., 1 printer \$ 300. Books \$600. Records \$300.

For parents-

Parenting magazines and phamplets \$40. (bilingual publications)

Total request.=\$15,000.

Amount Approved = \$14,000

* Please note that the purchase of the Little Merry Go-Round
for \$1000 is not allowable. *JM*

Child Care Improvement Grant MONTHLY PROGRESS REPORT

Agency Name:		
Person Preparing Report:		
Reporting Month:		
Date of Report:		
Phone Number:		
Fax Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

Agency Name: _____ Reporting Month: _____

[illegible]

Child Care Improvement Grant Program FINAL REPORT

Project Name:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
CHILD CARE IMPROVEMENT GRANT PROGRAM**

Exhibit E

BUDGET MODIFICATION AND REVISION REQUEST

AGENCY _____ GRANT _____

PROJECT/ACTIVITY _____ DATE _____

Funding Category	DESCRIPTION	BUDGET	EXPENSES	BALANCE	ADJUSTMENT REQUESTED	ENDING BALANCE

JUSTIFICATION:

SIGNED: _____ TITLE: _____ DATE: _____
(Agency)

APPROVED

DENIED

CLV GRANTS PROGRAM REPRESENTATIVE: _____ DATE: _____

NEIGHBORHOOD SERVICES DEPT: _____ DATE: _____

Exhibit F

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas, Neighborhood Services Department, for Child Care Improvement Grant funds expended for the 1999/2000 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency:	Phone:
Project:	FAX:
Contact Person:	e-mail

Funding Category	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Facility Rehab				
Operating Costs/Supplies				
Travel & Transportation				
Food (client)				
(Employment) Training				
Direct Client Services				
Machinery & Equipment				
TOTAL				

 Signature

 Date

City of Las Vegas

Agenda Item No. 75

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: PUBLIC WORKS****Agenda Item No.:****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on a request to permanently close Merialdo Lane north of Charleston Boulevard (\$6,000/Streets Division)

Fiscal Impact☐**No Impact****Amount: \$6,000**☒**Budget Funds Available****Dept./Division: PW/Traffic Engineering**☐**Augmentation Required****Funding Source: Streets Division****PURPOSE/BACKGROUND:**

At its May 24, 1999 meeting, the City Council approved a temporary closure of Merialdo Lane north of Charleston Boulevard for a 6-month trial period. Residents in the neighborhood have been balloted about making the closure permanent, and 133 residents approve of the permanent closure and 48 residents would like to see it reopened. The before and after studies have been completed for this 6-month period, which are attached.

RECOMMENDATION:

Staff: Wait until the Urban Center opens to see if Merialdo Lane experiences more traffic and then require the developer to pay for the closure.

BACKUP DOCUMENTATION:

Map showing location of closure on Merialdo.

Map showing traffic counts before Merialdo closure.

Map showing traffic counts after Merialdo closure.

MOTION:

L. McDONALD - APPROVED - UNANIMOUS

MINUTES:

RICHARD GOECKE, Director, Department of Public Works, stated that the Merialdo Lane six-month trial closure has been completed. The developer has already agreed to pay for the gate for a permanent closure, if this item is approved.

COUNCILWOMAN McDONALD asked that one representative in favor and one opposing the closure come up to express their concerns.

City of Las Vegas

Agenda Item No. 75

CITY COUNCIL MEETING OF DECEMBER 1, 1999 ITEM 75 - Closure of Merialdo Lane

MINUTES - Continued:

SHANE DONLEY, 909 Merialdo, appeared on behalf of the 133 residents who are in favor of the permanent closure on Merialdo Lane. Vandalism and crime have decreased during the closure. The streets are safer for children and seniors, unauthorized parking, commercial traffic, short-cutting through the neighborhood, and speeding vehicles have also decreased. MR. DONLEY read letters from residents, JIM SANCHEZ and BETTY ELLIOT, who support the closure of Merialdo Lane. They both feel that the West Mesa Estates is a pleasant neighborhood and its streets are not suitable for fast moving transitory traffic. The streets throughout the neighborhood show that there are relatively short and mostly curving roads. The on-street parking is permitted on both sides of the street, which further constricts movement of the vehicular traffic. MR. DONLEY added that Triple Five Development is waiting for the Council's approval to be able to put the gate in.

JOE MOSCOLA, 720 Vantage Lane, stated that a traffic study conducted by the City of Las Vegas Traffic Department found that traffic was never an issue on Merialdo Lane. In fact, the traffic is light and generated mostly by locals. There were no cut-throughs and there were only 311 cars over a 24-hour period utilizing only part of Merialdo Lane leading into the West Mesa Estates. Since the closure of Merialdo Lane traffic has been redirected to the corner of Grand Bank and Durango where there are two schools, a school crosswalk with a crossing guard, a fire station, and school bus stop where about 40 children wait for their bus every morning. The crossing guard told MR. MOSCOLA that she noticed a definite increase in traffic since the Merialdo Lane closure. Traffic has also increased on Alta Drive and Soso Street by 19%. The closure only proved that traffic from a housing development has been redirected into a dangerous intersection packed with school children.

MR. MOSCOLA rebutted some of the issues that led to the closure of Merialdo Lane. The statement that people use Merialdo Lane as a shortcut to the Boca Park shopping center on Charleston and Rampart is not true. The main entrance and exit to the shopping center are located on Charleston and Rampart and they are more readily accessible than Merialdo Lane. Delivery trucks prefer using the convenience of three major arterials than driving through a maze of streets. Additionally, Merialdo is a public street which everyone has a right to use as any other public street in Las Vegas. There is no documentation of any cars speeding down the street and the traffic count was so light that it did not warrant speed bumps. People parking cars in front of West Mesa Estates has always been a problem. Posting no parking signs on the street and enforcing this would take care of that problem. However, some people currently park in the new shopping center parking lot.

*City of Las Vegas***Agenda Item No. 75**

CITY COUNCIL MEETING OF DECEMBER 1, 1999

ITEM 75 - Closure of Merialdo Lane

MINUTES - Continued:

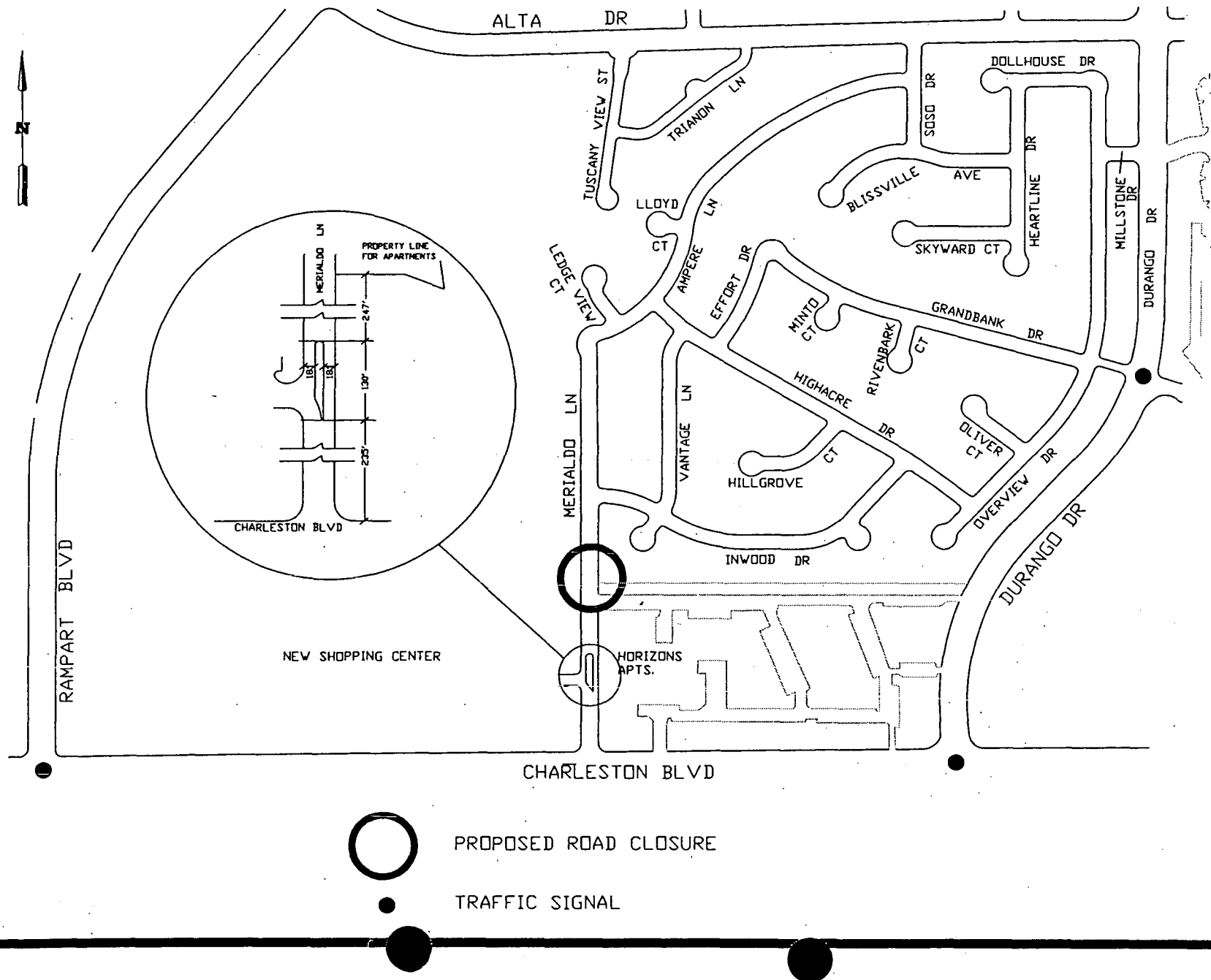
MR. MOSCOLA commented that when the closure of Merialdo Lane first came before the City Council it was voted down. His concerns were taken to Arnie Adamsen, but Merialdo Lane was closed for a six-month trial. He feels that this decision was politically driven and asked that the City Council reopen Merialdo Lane as the numbers show that there was never a reason to close it. It is an accident waiting to happen.

COUNCILWOMAN McDONALD noted that this issue has been a long one that she inherited. However, she is very familiar with the area as she resides in this area and travels through the intersections daily. Even with the new Ward alignment, 45% of undeveloped land in the City of Las Vegas limit is in Ward 2. There are future commercial developments planned for the south side of Charleston Boulevard and traffic will increase and thus increasing temptations to cut through these neighborhoods. There are 133 residents who support the permanent closure and 48 that are opposed. She received numerous letters, e-mails, and faxes from residents that want to reopen Merialdo Lane because of the convenience and accessibility to Charleston Boulevard. The letters she received for the closure had to do with public safety and the nuisance issue. Even though closures are not popular, she recommended the permanent closure of Merialdo Lane and to work with Triple Five Development to install the permanent gate.

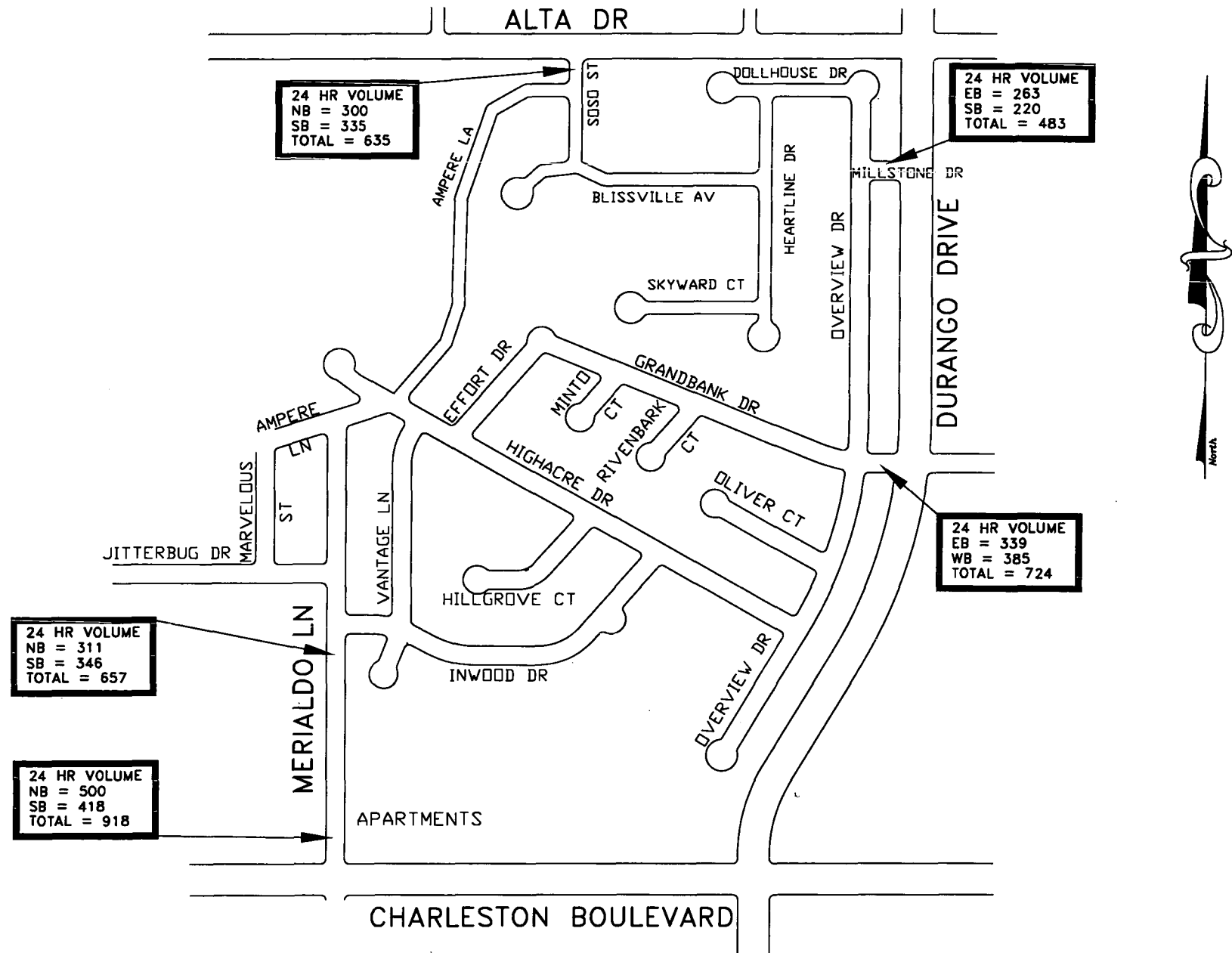
There was no discussion.

(10:10 - 10:21)

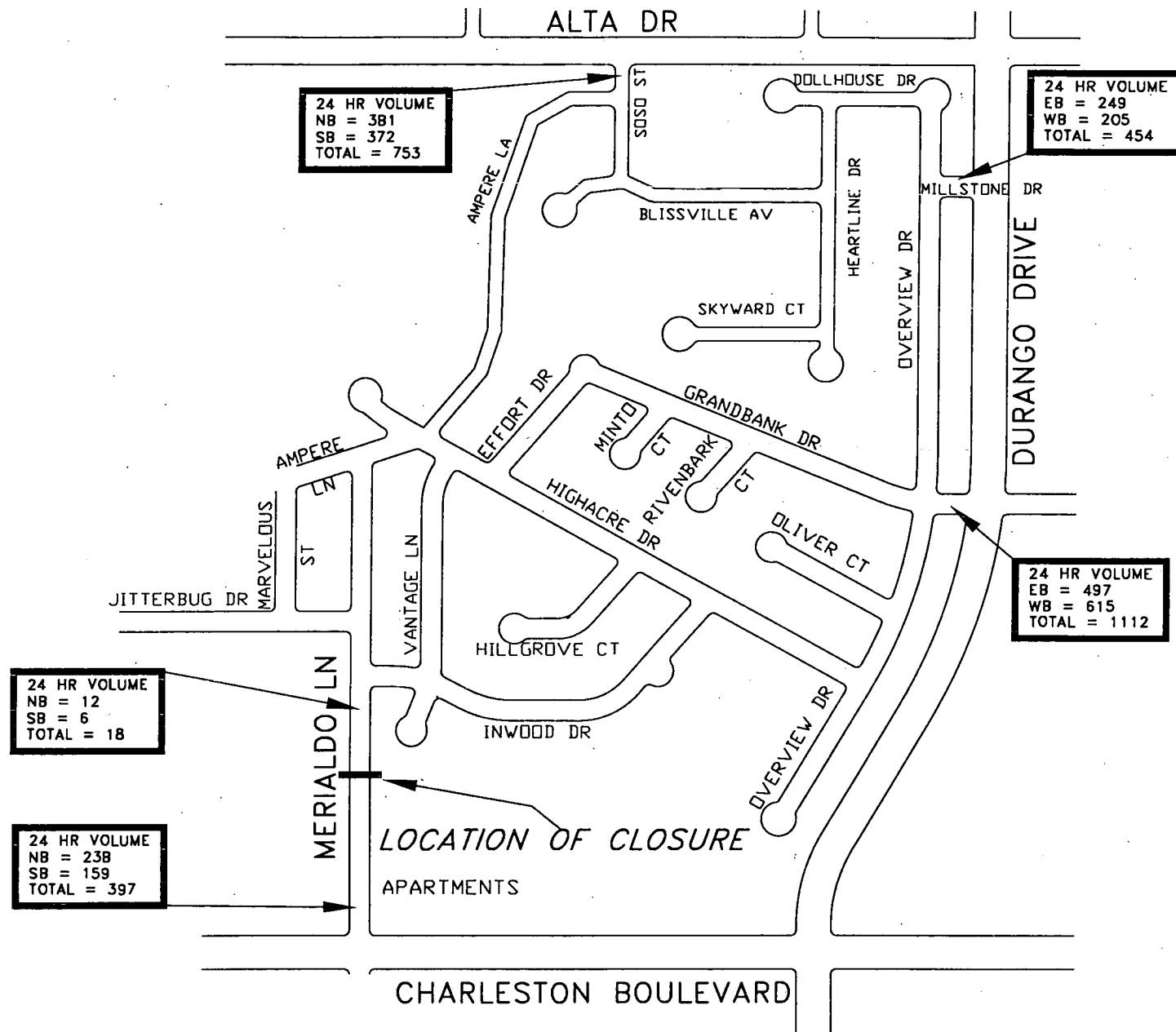
1-1986



TRAFFIC COUNTS BEFORE MERIALDO CLOSURE



TRAFFIC COUNTS WITH MERIALDO CLOSURE IN PLACE



City of Las Vegas

Agenda Item No. 76

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS****ABEYANCE ITEM** - SENIOR CITIZEN LAW PROJECT ADVISORY BOARD - Vivian Hinton - Term Expires 11-17-99; MIROHIM "MIMI" SAFT - Term Expires 11-18-99**Fiscal Impact**☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

This Board is comprised of 9 members with at least two members over the age of 60. Appointees must represent specific categories: 2 members of Senior Organizations; 2 Senior Service Providers; 3 Private Citizens; and 2 members of the Nevada State Bar.

Ms. Hinton fills the Private Citizen category and has served two terms; she is not eligible for reappointment. Ms. Saft fills the Senior Services Provider category and has served one term; she is eligible for reappointment.

RECOMMENDATION:

1. City Council to appoint an individual to the Private Citizen category replacing Ms. Hinton; AND
2. City Council to reappoint "Mimi" Saft to a second term in the Senior Services Provider category or to appoint a new individual who meets the Senior Services Provider requirement.

BACKUP DOCUMENTATION:

Information concerning the requirements for appointment and the current membership listing for this Board

Memo from Sheri Cane Vogel, Project Director, advocating "Mimi" Saft's reappointment

MOTION:

M. McDONALD - Motion to hold in ABEYANCE to 1/5/2000 the appointment for Vivian Hinton and to REAPPOINT: MIROHIM "MIMI" SAFT - UNANIMOUS

*City of Las Vegas***Agenda Item No. 76**

CITY COUNCIL MEETING OF DECEMBER 1, 1999

ITEM 76 - Senior Citizen Law Project Advisory Board - Vivian Hinton and Mirohim "Mimi" Saft

MINUTES:

SHARI CANE VOGEL, Project, Senior Director Citizen Law Project, thanked the Mayor and Council and the Department of Leisure Services for their continued support. She stated that without the Senior Citizen Law Project Advisory Board they would not be able to provide quality legal services to the City of Las Vegas senior citizens. She explained that VIVIAN HINTON is not eligible for reappointment because she has served two terms and recommended that MIMI SAFT be reappointed. MS. SAFT is the President of Senior Friends and during her first term she has done an excellent job representing seniors.

COUNCILMAN McDONALD commended MS. CANE VOGEL on the wonderful job she does. MAYOR GOODMAN commented that as a trial lawyer he referred many senior citizens who were not able to afford private counsel to the Senior Citizen Law Project and every single person was satisfied with the service they received.

NOTE: COUNCILMAN McDONALD directed SHARI CANE VOGEL to provide the Mayor and Council recommendations for the replacement of MS. HINTON. MS. VOGEL agreed to do so within thirty days.

(10:21 - 10:24)

1-2566

3-22-1999

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT</u>	<u>TERM EXPIRES</u>
1. MALLOY, KIMBERLY (Private Citizen)	2921 N. Tenaya Way, Ste 234 (Ward 4)	28	11-1-1998	11-1-2001
2. JOHNSTON, JUDY (Asst. Public Admin/Guardian) (Rep. senior orgs.)	9004 Rolling Knoll Ct. 1700 Pinto Ln. (Ward 2)	34 06	4-17-1996 (Eff. 4-18-1996) (Reapp. 3-22-1999) (Eff. 4-18-1999)	4-18-2002
3. GIBBONS, MARK W.(Judge) (Member Nevada State Bar)	8 th Judicial District Court, Dept. 7 200 South 3 rd Street (Ward 1)	01	7-19-1995	7-19-2001
4. HINTON, VIVIAN (Private Citizen)	7916 Canoe Lane (Ward 2)	28	11-17-1993	11-17-1999
5. PERES, LUCY (Senior Services Provider)	Hm: 829 Antigua Street (Ward 2) (486-3600)	28	12-18-1997	12-18-2000
6. SAFT, MIROHIM "MIMI" (Senior Services Provider)	8524 Del Webb Blvd. (Ward 2) (255-5404)	34	12-8-1997	11-18-1999
7. LUBECK, LISA (Callister recommendation) (Senior Organization)	4808 Jay Avenue (Ward 4)	30	1-17-1996	1-17-2002
8. LIPPIS, DEBORAH (Judge, Justice Court) (Member Nevada State Bar)	200 S. 3rd St. Department 1 (Ward 1)	01	4-14-1997	4-14-2000
9. SUGAR, ALAN (Private Citizen)	10400 Villa Ridge Dr. (Ward 2)	34	7-5-1995	7-5-2001

AUTHORITY: Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM: 3 years. Limited to 2 terms

MEMBERS: 9 members (at least 2 over 60 years of age)
2 members to be members of senior organizations.
2 from senior service providers
3 private citizens
2 members of the Nevada State Bar

APPOINTED: Appointment by the City Council; Must fill unexpired terms

NOTES: NO CITY RESIDENCY REQUIREMENT - NO FINANCIAL DISCLOSURE REQUIREMENT

Sheri Cane Vogel, Project Director, Sn. Cit. Law Project

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m., Howard Cannon Center, 340 N. 11th Street.

Memorandum

City of Las Vegas Senior Law Project

To: Barbara Jo (Roni) Ronemus, City Clerk
From: Sheri Cane Vogel, Esq. SCV
Date: Monday, October 11, 1999
Re: Re-appointment to SCLP Advisory Board

SCLP Advisory Board Member Mimi Saft's first term expires on November 18, 1999. Ms. Saft regularly attends meetings and is very concerned with assisting seniors in our community. She has been an excellent member of the Senior Citizens Law Project Advisory Board and warrants re-appointment.

SCV:cab

RECEIVED
CITY CLERK

1999 OCT 12 A 11:29

Confidential

City of Las Vegas

Agenda Item No. 77

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:**

ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION - Toni Gleeson - Term Expires 12/11/99; Marjean Shea - Term Expires 12/11/99

Fiscal Impact

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

PURPOSE/BACKGROUND:

The terms of appointment for Toni Gleeson and Marjean Shea will expire December 11, 1999. Both of these individuals wish to be and are eligible for reappointment as there are no limits to the number of terms which may be served. At your November 17, 1999 Meeting, the appointments for Ms. Gleeson and Ms. Shea were abeyed to the December 1, 1999 Council Meeting to allow the Council the opportunity to speak with them.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are to reappoint Ms. Gleeson and Ms. Shea or appoint new members to fill these seats.

BACKUP DOCUMENTATION:

Memo from Dr. Barbara Jackson indicating Ms. Gleeson's, Mr. Pfundstein's and Ms. Shea's attendance records and interest in continuing their service on this Board.

Information concerning the requirements for appointment included with the current Park and Recreation Advisory Board list.

MOTION:

REESE - Motion to REAPPOINT: TONI GLEESON and MARJEAN SHEA - UNANIMOUS

MINUTES:

BARBARA JACKSON, Director, Leisure Services, verified with COUNCILMAN REESE that TONI GLEESON and MARIJEAN SHEA have been very faithful members and are an asset to the Park & Recreation Advisory Commission.

(10:24 - 10:25)

1-2719

Memorandum

City of Las Vegas
Department of
Leisure Services

To: Barbara Ronemus, City Clerk
From: Dr. Barbara R. Jackson, Director
CC: Mary Klaholz
Date: October 28, 1999
Re: Parks and Recreation Advisory Commission - Term expiring for appointments of Toni Gleeson, Thomas Pfundstein, Marjean Shea

Toni Gleeson, Thomas Pfundstein, and Marjean Shea's appointments will expire 12/11/99. The listed Board members have made a request to be reappointed. Their attendance records are listed below:

Toni Gleeson

1997 Attended 6 - Absent 2 - Excused 1	Total meetings for year - 9
1998 Attended 6 - Absent 2 - Excused 1	Total meetings for year - 9
1999 Attended 6 - Absent 2	Total meetings for year - 8

Thomas Pfundstein

1997 Attended 4 - Absent 1 - Excused 4	Total meetings for year - 9
1998 Attended 4 - Absent 2 - Excused 3	Total meetings for year - 9
1999 Attended 5 - Absent 2 - Excused 1	Total meetings for year - 8

Marjean Shea

1997 Attended 7 - Excused 2	Total meetings for year - 9
1998 Attended 5 - Absent 1 - Excused 3	Total meetings for year - 9
1999 Attended 8	Total meetings for year - 8

If you need more information, please feel free to call Mary Klaholz at X6588.

BPJ:mk

10-20-1999

PARK & RECREATION ADVISORY COMMISSION

<u>MEMBERS</u>	<u>ZIP ADDRESS</u>	<u>CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. PFUNDSTEIN, THOMAS (Brass' recommendation)	1226 Mint Julep Way (Ward 3)	122	11-17-1993 (Reappointed CC 11/6/1996)	12-11-1999
2. GLEESON, TONI (Reese' recommendation)	4141 Compass Rose Way (Ward 4)	108	5-15-1996 (Reappointed CC 11/6/1996)	12-11-1999
3. ROBERTS, JEANNE A.	1013 Francis Avenue (Ward 3)	104	12-1962	12-11-2000
4. SAPLING, WALTER T. (Adamsen' recommendation)	8036 Hilliard Ave. (Ward 4)	128	11-6-1996 (Term begins 1/8/1997)	1-8-2000
5. HEENAN, LETIA (LEE) M.	4527 Alpine Pl. (Ward 1)	107	9-1974	1-3-2001
6. ROMEO, DONALD MD. (Hawkins' Reappointment) (M.McDonald's Reappointment) Wk. 384-8533	Hm: 4821 Black Bear Road Condominium No. 101 (Ward 4)	129	1-1977 (Reappointed CC 11/6/1996) (Reappointed CC 10/20/99)	11-18-2002
7. MARTIN, MATTIE (Brass' recommendation) (Adamsen's reappointment)	4700 Cram Drive (Ward 3)	110	7-20-1994 (Reappointed CC 12/6/1995) (Reappointed CC 12/7/1998)	1-6-2002
8. WEINGARD, ZELDA (Adamsen' Appointment) (M. McDonald Reappointment)	8204 Paseo Vista Drive (Ward 2)	128	12-7-1998 (Reappointed CC 10/20/99)	11-18-2002
9. SHEA, MARJEAN (Mayor Jones' recommendation)	7056 Hillcroft Way (County)	147	11-6-1996 (Term begins 12/11/1996)	12-11-1999
10. DOYLE, JACK (Hawkins' recommendation) Mailing Address: (McDonald' Reappointment)	557 E. Sahara Ave., Suite 223 (Ward 1)	104	4-1-1992 (Reappointed CC 4/5/1995) (Reappointed CC 3/23/1998)	4-1-2001
11. SHERMAN, LISA B. (Brass' recommendation) (Formerly Lisa Cavaretta) (Home -	P. O. Box 80104 (Mailing) (Ward 1) 3077 Yankee Clipper Dr., 89117)	180	4-1-1992 (Reappointed CC 4/5/1995) (Reappointed CC 3/23/1998)	4-1-2001
12. McCLARY, JACK (Replaced W. Lane Harriman) (Adamsen' recommendation)	1261 South 8 th Street (Ward 1)	104	4-12-1999	3-24-2000
JONES, LIBBY (Declined appointment and never took Oath of Office)			1-25-1999	3-24-2000

Page 2
10-20-1999

PARK AND RECREATION ADVISORY BOARD

13.	MUSSER, CHARLES D.	4310 Mountain View Bl (Ward 1)	102	2-20-1994	2-20-2000
14.	HAUPT, ERNIE	1434 Cottonwood Place (Ward 3)	101	12-7-1998	3-24-2000
15.	ABEYTA, MANNY (Nolen's recommendation)	2901 Gilmary St. (Ward 1)	123	2-20-1991	2-20-2000

NOTE:

On 1-8-1992 the Council adopted Bill 91-1977 which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY:

LVMC 2.42

MEMBERS:

15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM:

3 years (no limit to number of terms)
(must fill unexpired terms)

NOTES:

No City residency requirement.

FINANCIAL DISCLOSURE REQUIRED (both CLV and State)

MEETINGS:

Meets 2nd Wednesday of each month, 5:30 P.M., 749 Veterans Memorial Drive, Conference Room.

City of Las Vegas

Agenda Item No. 78

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:****ABEYANCE ITEM - BOARD OF ZONING ADJUSTMENT - Byron A. Goynes - Term**

Expires 12-6-1999

Fiscal Impact

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

PURPOSE/BACKGROUND:

Mr. Goynes has completed a partial unexpired term and one full term on the Board of Zoning Adjustment. He is eligible for and wishes to be reappointed to a second full five-year term. This item was abeyed at the November 17, 1999 Council Meeting to allow Councilman McDonald the opportunity to meet with Mr. Goynes.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are to reappoint Mr. Goynes or appoint a new member to fill this seat on the Board of Zoning Adjustment.

BACKUP DOCUMENTATION:

1. Memo from Tim Chow indicating Mr. Goynes' interest in reappointment;
2. Information concerning the requirements for appointment and the current Board of Zoning Adjustment list.

MOTION:**M. McDONALD - Motion to REAPPOINT: BYRON A. GOYNES - UNANIMOUS****MINUTES:**

There was no related discussion.

(10:25 - 10:26)

1-2791

Memorandum

City of Las Vegas Planning and Development Department

To: Roni Ronimus, City Clerk
From: Willard Tim Chow, Planning and Development Department Director *WTC*
CC: Linda Owens, Deputy City Clerk
Date: October 29, 1999
Re: Board of Zoning Adjustment Expiration Date

This is to notify you that Byron A. Goynes, whose first full term of office will expire on December 6, 1999, has been notified and expressed a desire to be reappointed as a City of Las Vegas Board of Adjustment member.

If I can be of further assistance please let me know.

WTC:erh

RECEIVED
CITY CLERK

1999 NOV -2 A 9:59

10-26-1998

BOARD OF ZONING ADJUSTMENT

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1) BOYERS, ROBERTA S. (Jones recommendation)	2118 Edgewood Ave. (Ward 1)	02	4-22-92	3-6-2000
2) GOYNES, BYRON A. (Chr.) (Hawkins recommendation)	6424 Eagle Point Rd. (Ward 4)	08	4-22-92	12-6-1999
3) SOLOMON, MARK* (V-Chr.) (Adamsen recommendation)	1432 Goldenspur Ln (Ward 2)	17	9-6-89	2-7-2001
4) MACK, MICHAEL (Adamsen's recomment)	9729 Gavinstone (Ward 2)	28	7-27-98	8-19-2001
5) DEL PRADO, ELISA (Brass' recommendation)	310 CARSON AVENUE (Ward 3)	01	4-19-95	11-17-2003

*(Planning Commission member)

AUTHORITY: NRS 278.270 - L.V.M.C. 19.94
BZA Rules & Regulations, rev. 11-21-91

APPOINTED: 5 members appointed by City Council
Members must fill unexpired terms

TERM: 5 years (Limited to two full 5-year terms; no former member who has completed two full terms will be eligible for appointment until at least two years from term expiration have elapsed.)

COMPENSATION: \$50.00 per meeting attended

NOTES: MUST BE CLV RESIDENT
FINANCIAL DISCLOSURE REQUIRED (both State and CLV)
Members of the BZA can hold no other public office except that one member shall be appointed to the Planning Commission.

MEETING: (Beginning February 5, 1997 - Meets the 1st Tuesday of every month at 6:00 pm., Council Chambers)

PURPOSE: With a few exceptions, the Board of Zoning Adjustment is a final action board, dealing with such matters as variances, home occupation permits, etc.

City of Las Vegas

Agenda Item No. 79

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:****TRAFFIC & PARKING COMMISSION - Robert Hoban - Term Expires 12/20/99****Fiscal Impact**

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

PURPOSE/BACKGROUND:

The term of appointment for Mr. Robert Hoban will expire December 20, 1999. Under the authority for this Commission, there are 5 members from the public; one member residing in and representing each of the four Wards and one member representing the City as a whole. Mr. Hoban represents Ward 3 and as such, is Councilman Reese's recommendation if he so chooses. Mr. Hoban wishes and is eligible for reappointment as there are no limits to the number of terms which may be served.

RECOMMENDATION:

Procedure for this Board requires appointment by the Mayor with confirmation by the City Council. This appointee must be a resident of Ward 3 and Councilman Reese is eligible to make the recommendation. Options are to reappoint Mr. Hoban or appoint a new Ward 3 resident to fill this seat.

BACKUP DOCUMENTATION:

Memo from Richard Goecke indicating Mr. Hoban's attendance record and interest in continuing his service on this Commission.

Information concerning the requirements for appointment included with the current Traffic & Parking Commission Board list.

MOTION:**REESE - ABEYANCE to 1/5/2000 - UNANIMOUS**

COUNCILMAN REESE requested to hold this item in abeyance to have the opportunity to speak with ROBERT HOBAN regarding his reappointment.

(10:26 - 10:27)

1-2825

Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Barbara Jo Ronemus
City Clerk

From: Richard D. Goecke
Director



CC: Robert Hoban
O.C. White, Jr.
Linda Owens

Date: November 17, 1999

Re: Robert Hoban - Traffic and Parking Commission Re-Appointment

We have contacted Robert Hoban, whose term on the Traffic and Parking Commission expires on December 20, 1999. He wishes to be appointed to another four-year term on the Commission. He missed one meeting in the past year.

RDG:ps

4-12-1999

TRAFFIC & PARKING COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1.* WHITE, ROBERT (McDonald's recommendation)	6244 McAllister Ave. (Resident of Ward 1)	07	6-21-1989	6-21-2001
2. ESBIN, MARTIN (Adamsen's recommendation)	9329 Lotus Elan Dr. (Resident of Ward 2)	17	2-21-1996	2-21-2000
3. CARRY, TED (Callister's recommendation)	1900 Stonehaven Dr. (Resident of Ward 4)	108	5-27-1997	5-27-2001
4. HOBAN, ROBERT (Reese's recommendation)	1929 Ballard Drive (Resident of Ward 3)	04	12-20-1995	12-20-1999
5. LEE, JOHN J. (Mayor Jones, City-wide appt.)	4201 Del Rey Avenue (Resident of Ward 1)	02	5-3-1995 (Reappt. 4-12-1999)	5-3-2003

(The Sheriff, or his designee, Lt. Joe Greenwood, Attn. Sgt. Tom Plehn, Traffic Section, LVMPD, 400 East Stewart Avenue, Las Vegas, Nevada 89101-2984 (229-3535) (Acting Designee - Sgt. Tom Plehn) and the Director of Public Works, or his designee, are also voting members.)

* Mr. White was a resident of Ward 4 until the ward boundaries were changed in 1991 which placed him in Ward 1.

AUTHORITY: L.V.M.C. 2.48

TERM: 4 years. No limit to number of terms. No requirement to fill unexpired portions of terms.

MEMBERS: 7 voting members - 5 members of the public, the Sheriff, & Public Works Director. (Bill #89-72 adopted 1-3-90 increased from 3 to 5 the public members. 5 public members appointed by the Mayor and confirmed by the City Council such that one member shall reside in and be representative of each of the four Council Wards with one member representing the City as a whole. Ex-Officio (non-voting) - Traffic Engineer, City Attorney, Fire Chief, Director of Planning & Development or their designees and other staff members that the City Manager may designate.

NOTES: MUST BE CITY OF LAS VEGAS RESIDENT, Ord. 3527.

FINANCIAL DISCLOSURE REQUIRED (both CLV and State)

MEETINGS: Meets 4th Thursday of each month, 2 p.m., City Hall Council Chambers.

City of Las Vegas

Agenda Item No. 80

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

ABEYANCE ITEM - Discussion and possible action to approve a Memorandum of Understanding between the City of Las Vegas and Clark County School District, relinquishing the City's interest in approximately 20 acres of land in the vicinity of Ann Road and Campbell.

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

It is the intent of the City to relinquish this 20 acres of property in favor of the Clark County School District for the purpose of constructing a middle school by the same.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Memorandum of Understanding.
2. Site map.

MOTION:

REESE - ABEYANCE to 12/15/99 - UNANIMOUS

MINUTES:

COUNCILMAN BROWN submitted a letter sent by COMMISSIONER MALONE's Office requesting that this item be held in abeyance as he is continually working with DR. TARKANIAN and the neighbors as far as additional sites.

There was no further discussion

NOTE: Subsequent to the meeting it was clarified with COUNCILMAN BROWN that this was an abeyance item from the previous Council meeting and to be heard at the 12/15/99 Council meeting, not at the 12/13/99 Real Estate Committee Meeting.

(10:26 - 10:27)

1-2852

MEMORANDUM OF UNDERSTANDING

CITY COUNCIL MEETING OF DECEMBER 1, 1999

Pg. 479

This Memorandum of Understanding (MOU) has been created to confirm in writing an understanding between the City of Las Vegas (City), and Clark County School District.

The City currently has a lease issued for 20 acres of Bureau of Land Management (BLM) property located in the vicinity of Ann Road and Campbell.

It is the intent of the City to relinquish this 20 acres of Property in favor of the Clark County School District for the purpose of constructing a middle school by the same. To accomplish this goal, Clark County School District agrees that the City's letter of relinquishment shall be subject to the following conditions:

1. Clark County School District agrees to relinquish the BLM lease or lease application and such lease or lease application shall revert back to the City should Clark County School District fail to receive approval by the BLM for the construction of the school.
2. If approval of the new plan of development is granted by the BLM to the Clark County School District, the lease will revert back to the City if the Clark County School District fails to begin construction of the school one year from the date of BLM's approval of the City's letter of relinquishment and other supporting documentation.
3. Clark County School District agrees to request annexation of this Property into the incorporated area of the City of Las Vegas as soon as the Property can be legally annexed in accordance with NRS Chapter 268.

By signature of this Memorandum of Understanding, we mutually agree to the above documentation. It is understood by both parties that this document will be presented as back-up documentation to the BLM letter of relinquishment process, which will be presented for approval to the Mayor and City Council.

City of Las Vegas

Clark County

David Roark, Manager Date
Virginia Valentine, City Manager

Patrick B. Herron for
Patrick Herron, Assistant Superintendent
Facilities Division, Date

ATTEST:

BARBARA JO RONEMUS, City Clerk
Approved as to form.

10/21/99

D. P. Caldwell 10/20/99
Date

NOTE: This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein.

Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds but only contains the information required for assessment. See the recorded documents for more detailed legal information.

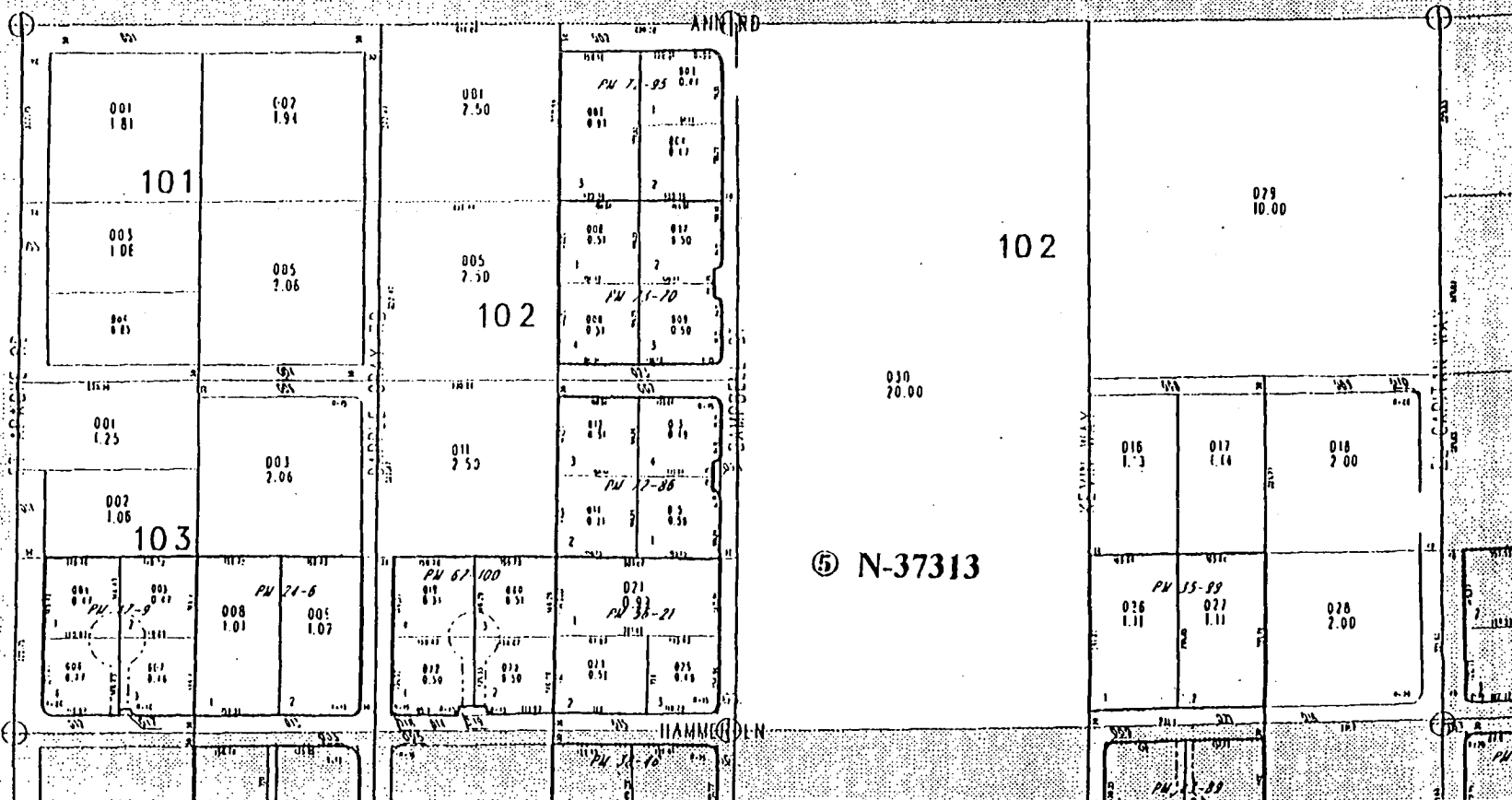
MAP LEGEND

—	PARCEL BOUNDARY	001	PARCEL NUMBER
---	SUBD BOUNDARY	010	ACREAGE
---	ROAD EASEMENT	202	PARCEL SUB/SID NUMBER
---	PM/D BOUNDARY	400	PLAT RECORDING NUMBER
---	NON-PARCEL LOT LINE	5	BLOCK NUMBER
---	WATCH LINE	5	LOT NUMBER
---	ROAD ID NUMBER	615	CDV. LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

T19S R60E 32 N 2 NW 4 125-32-1

Scale: 1"=200' Rev: 16/24/97



LANCE M. MALONE
Commissioner



Board of County Commissioners

CLARK COUNTY GOVERNMENT CENTER

500 S GRAND CENTRAL PKY

PO BOX 551601

LAS VEGAS NV 89155-1601

(702) 456-3600 FAX: (702) 383-6041

November 30, 1999

Councilman Larry Brown
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, NV 89101

Dear Councilman Brown:

Pursuant to our telephone conversation, please accept this letter as a request to hold the School District request for Ann and Campbell (Site 125-32-102-030).

Since the development for a middle school and the need to maintain park and open space have come in conflict, we respectfully ask that the City of Las Vegas, Clark County School District and Clark County meet over the next two weeks to develop options which meet the best interest for all involved. Clark County Real Property Division and my office have been working on other potential sites that could prove beneficial to all parties.

Please feel free to contact me if you have any questions or comments regarding the subject matter. I look forward to working with you on any future development within the district.

Sincerely,

Lance M. Malone
Commissioner

LMM/bw

80

City of Las Vegas

Agenda Item No. 81

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☐**CONSENT**☒**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald**

Discussion and possible action to approve a lease agreement between the City of Las Vegas and the State of Nevada, Department of Human Resources, Welfare Division, for approximately 30,840 square feet of office space located at 1621 J Street (\$16,927.68 revenue per month - 1st year)

Fiscal Impact☐**No Impact****Amount: \$16,927.68/mon. 1st year**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The lease the City entered into with the State of Nevada Welfare Division in October of 1994 has expired and is currently going month to month. The Welfare Division wishes to continue to use the space and City Staff feel the Welfare Division is a good tenant. The lease has been rewritten to clarify numerous small items and has increased the rent to allow the City to recover the costs of investment and the maintenance of the building.

The term of the lease will be for 5 years with one, 5 year renewal.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Lease agreement

MOTION:

REESE - ABEYANCE to 12/13/99 Real Estate Committee Meeting - UNANIMOUS

MINUTES:

There was no discussion.

(10:26 - 10:27)

1-2852

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 15th day of December, 1999, by and between the CITY OF LAS VEGAS (hereinafter referred to as "Lessor"), and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND GROUNDS (hereinafter referred to as "Lessee"), for and on behalf of the DEPARTMENT OF HUMAN RESOURCES, WELFARE DIVISION (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 1040 West Owens Avenue in Las Vegas, Nevada; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, office and canopy-covered space in and around the building that is situated on the above referenced property, which space consists of approximately 30,840 square feet; and

WHEREAS, Lessee, intends to have Tenant, a department of the State of Nevada, occupy the leased space referred to above.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

ONE. LEASE OF PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the above described 30,840 square feet and that parking lot located at 1621 J Street, in the City of Las Vegas, Nevada, (hereinafter referred to as "Premises") in accordance with the provisions of this Lease Agreement (hereinafter referred to as the "Lease"). The Premises are depicted by map in Exhibit A. The above mentioned parking lot is legally described in Exhibit B and Exhibit C.

Said Exhibit A is attached for reference purposes only and is in no way intended to restrict or expand the Premises as previously described.

TWO. TERM OF LEASE. Unless earlier terminated in accordance with Section Thirty-Six hereof, and subject to the renewal provisions contained in Section Thirty-Five hereof, this Lease shall be for a term of five years, beginning, on the Commencement Date, as defined in Section Three, and ending 5 years thereafter, except that if the Commencement Date is a date other than the first day of a calendar month, the term shall end on the last day of that calendar month, 5 years thereafter. As soon as the Commencement Date is determined, Lessor shall give Lessee written notice confirming the Commencement Date and the date the Lease term ends. It is hereby specifically and expressly agreed by the parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any reason action on the part of the Nevada State Legislature and/or the Federal Government limits, restricts or impairs Tenant's funding or ability to satisfy its rental payment obligation as set forth in Section 5. Tenant, on behalf of Lessee, shall pay the rent for the month in which such occurrence and termination takes place and shall have no other rental payment obligation to Lessor thereafter under this Lease or for the Premises. The Lessor shall retain its other remedies which are provided in the Lease but the Lessor shall have no rights to collect any further rents from Tenant. Proof by Tenant of a diminution in Federal or State funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting Federal or State documents are

furnished to Lessor or if the Executive Director of Tenant provides his Affidavit that such funding or other limiting eventuality has occurred.

THREE. COMMENCEMENT DATE. This Lease shall be effective upon execution subject to approval by the State Board of Examiners and the Commencement Date, which shall mark the commencement of the Lease and the commencement of Lessee's obligation to pay rent, shall be February 1, 2000.

FOUR. LESSOR'S CONSTRUCTION OBLIGATIONS. Lessor shall, at its own cost and expense, provide for the construction of those certain improvements and remodelings that are detailed in Exhibit D, which is attached hereto and incorporated herein by this reference. Lessor warrants the work of improvement for 30 days after their respective completion dates, subject to Lessee's written notification to Lessor within that time period of any defect in said work.

FIVE. RENT. Throughout the term of this Lease, the Tenant, on behalf of Lessee, shall be required to make all rental payments to Lessor. Tenant agrees to pay to Lessor, as and for minimum rent for the Premises, the sum of SIXTEEN THOUSAND NINE HUNDRED TWENTY SEVEN 26/100 DOLLARS (\$16,927.68) per month, calculated at \$0.5489 per square foot per month, without demand, offset or reduction, payable monthly in advance to Lessor at the address set forth on each statement. The monthly rental rate will increase by NINETEEN CENTS (\$0.19) per square foot at the beginning of the third anniversary of the Commencement Date. This increase in the third year which continues for the term of the lease is to compensate the Lessor for the costs of the improvements mentioned in Section Four and detailed in Exhibit D. Said costs have been amortized over the last three years of the lease at the request of the Lessee. Additionally, this monthly rental rate will increase annually on each anniversary of the Commencement Date by ONE AND FIVE-TENTHS PERCENT (1.5%) such that the rental payments follow the subsequent schedule:

	\$/Sqft/month	Monthly Rent
Year 1	\$ 0.5489	\$ 16,927.68
Year 2	\$ 0.5571	\$ 17,181.59
Year 3	\$ 0.7555	\$ 23,298.91
Year 4	\$ 0.7668	\$ 23,648.40
Year 5	\$ 0.7783	\$ 24,003.12

The minimum rent for any calendar month, if not paid by the 10th day of the month that begins that period, is subject to a 5% late charge, which must be included with any late payment. Within 10 days after the Commencement Date, Tenant shall pay to Lessor, on a prorated basis, any additional amounts that represent minimum rent attributable to the period of time between the Commencement Date and the first day of the next calendar month.

SIX. UTILITIES AND SERVICES. Lessor shall furnish the Premises, during the Lease term, with one or more heating and air conditioning systems that are sufficient therefor. Lessee shall provide and pay for all utilities and custodial services for the Premises during the Lease term, including any and all telephone services that it may require. Furthermore, Lessee will pay the cost of quarterly testing and inspection of the fire sprinkler system. The Lessor will make arrangements for a full time general security guard during normal working hours (8 a.m. - 5 p.m.). This guard will be assigned to the Welfare Office.

SEVEN. REPAIRS AND MAINTENANCE. Lessor agrees to make any and all necessary structural, heating, air conditioning, flooring, electrical, plumbing, roofing, exterior wall, sidewalk repairs and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming

unserviceable or damaged through no carelessness, negligence or other fault on the part of the Lessee, Tenant or any of its or their invitees, provided that said maintenance costs paid by the Lessor shall not exceed \$10,000 in any given lease year, excluding repairs to sewer lines, water lines, roofing, and the common areas (which includes the customer parking area). Lessee agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted. Lessor agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to Lessee or Tenant. Any substantial impairment of the use or enjoyment of the Premises by reason of Lessor's repair or maintenance work shall entitle the Lessee to a proportionate abatement or reduction in rent, with the adjustment to be made in the next succeeding monthly rent payment.

EIGHT. USE OF PREMISES. Lessee agrees to use the Premises solely for the purpose of conducting the normal business of Tenant in serving its clients, it being understood by Lessee that the nature of such use qualifies the Lessor to use federal funds for the renovation of the Premises. Except as expressly consented to in writing by Lessor, such consent being necessary to ensure the proper use of the federal funds for renovation, Lessee shall not use or permit the Premises to be used for any other purpose.

NINE. LAWS. WASTE. NUISANCE. Lessee covenants that it:

- A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
- C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste on the Premises.

TEN. ALTERATIONS. ADDITIONS AND IMPROVEMENTS. At any time during the Lease term, Lessee and Tenant, subject to the prior written approval of Lessor and at the expense of Lessee and Tenant, may make alterations, additions or improvements in and to the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee or Tenant shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

ELEVEN. PAYMENT OF TAXES. Lessee shall not be responsible for any real property taxes on, or real property related assessments to, the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee or Tenant in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

TWELVE. COMPLIANCE WITH THE LAW. The Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulation, rule or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

THIRTEEN. SMOKING AREA. Pursuant to NRS 202.2491, Lessor shall furnish a separate area which may be used for smoking. Lessor shall also post signs prohibiting smoking in any place not designated as a smoking area.

FOURTEEN. INDEMNIFICATION AND INSURANCE.

A. That this lease is made upon the express condition that the State of Nevada, its officers, agents, and employees are to be free from all liability and claim for damage by reason of any person or persons, including Lessee, or damage to property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause whatsoever, while in, upon, or in any way connected with the said leased premises or any occupancy hereunder during the term of this lease or any extension hereof.

B. In accordance with Section 41.038 of the Nevada Revised Statutes, the Lessee adopted a self insured liability program, effective July 1, 1985. The Lessee self insures each occurrence with the limits of liability, as established and in accordance with Section 41.035 of the Nevada Revised Statutes. At all times during the term(s) of this Lease, Lessee shall maintain the self insured liability program, as established on July 1, 1985.

C. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, its employees, contractors, subcontractors or agents in the performance of this Agreement.

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

E. That Lessee, upon signing this lease, will provide the Lessor with a letter of self insurance within thirty (30) days after the effective date of the lease.

FIFTEEN. WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee for itself and for Tenant, hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to

insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

SIXTEEN. SURRENDER OF PREMISES. Upon expiration or other authorized termination of this Lease, Lessee and Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its and Tenants personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

SEVENTEEN. HOLDING OVER. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

EIGHTEEN. SALE OF PREMISES. Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof. Lessor agrees not to sell, convey, or otherwise transfer its interest in the lease property unless purchaser or such other person, business, or corporation agrees to the benefits and duties of this Lease in writing. However, in that event, no option to renew, as provided in Section Thirty-Five herein will be available to Lessee.

NINETEEN. EMINENT DOMAIN. In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and Tenant's occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's or Tenant's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Lessee or Tenant or for relocation expenses recoverable against the taking authority.

TWENTY. DAMAGE OR DESTRUCTION.

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in any common area.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.

C. If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within 60 days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within 30 days after such damage or destruction give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessor may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

TWENTY-ONE. LIENS AND ENCUMBRANCES. Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's or Tenant's acts or omissions or because of a claim against Lessee or Tenant, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessor. The failure of Lessee to obtain cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

TWENTY-TWO. ASSIGNMENT AND SUBLETTING. Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld, but the consideration with respect to federal funding that is described in Section Eight may form the basis for denial of consent. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

TWENTY-THREE. BREACH, DEFAULT AND REMEDIES. If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have 30 days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15 days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable the limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

TWENTY-FOUR. NO PARTNERSHIP. Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

TWENTY-FIVE. FORCE MAJEURE. Lessor and Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes

beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

TWENTY-SIX. NO WAIVER. Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor or Lessee unless such waiver is in writing.

TWENTY-SEVEN. BROKER'S COMMISSIONS. The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

TWENTY-EIGHT. PROVISIONS BINDING. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns. Any obligations of Tenant under this Lease are the obligations of Lessee.

TWENTY-NINE. NON-DISCRIMINATION. Lessee agrees that the Premise will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

THIRTY. ENTIRE AGREEMENT. This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

THIRTY-ONE. AMENDMENT OR MODIFICATION. No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing and has been signed by both parties and approved by the State Board of Examiners.

THIRTY-TWO. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

THIRTY-THREE. ATTORNEY'S FEES. In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

THIRTY-FOUR. NOTICES. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:

City of Las Vegas
Real Estate and Asset Management
314 Las Vegas Boulevard North
Las Vegas, Nevada 89101

Copy to:

City of Las Vegas
City Attorney's Office
400 East Stewart Avenue.
Las Vegas, Nevada 89101

If to the Lessee:

Department of Administration
Buildings and Grounds Division
406 East Second Street, Suite 1
Carson City, Nevada 89701

AND

Welfare Division
2527 N. Carson Street
Carson City, Nevada 89701

THIRTY-FIVE. OPTION TO RENEW. Upon prior written approval by the Lessor, if Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional 5-year term by giving a written request to renew at least 120 days prior to the expiration of the Lease term. This request shall not be effective nor binding on the Lessee unless and until the same is approved by the State Board of Examiners. The minimum rent for the first year of the renewal period shall increase by 3% and then by 1.5% annually for the last four years of the renewal period. Finally, this option to renew is not available to Lessee if Lessor sells, conveys, or otherwise transfers its interest in the lease property.

THIRTY-SIX. EARLY TERMINATION. This Lease may be terminated prior to the expiration of its term or the renewal period if, for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance that is beyond the control of Lessor or Lessee, including any governmental condemnation, without prejudice or penalty hereto and without such event, occurrence or circumstance being defined, interpreted or construed as breach or default on the part of any party. In addition, and notwithstanding any other provision of this Lease, Lessee shall have the right to terminate this Lease at any time, upon 90 days' written notice, if action by the Nevada Legislature or the Federal government limits, restricts or impairs Tenant's funding or its ability to satisfy its rent obligations hereunder. Upon such termination, the rent obligations of Lessee shall cease. In order to be entitled to such termination, Lessee must provide to Lessor copies of documentation to substantiate the reason for termination of the Lease, which shall include, at Lessor's request, an affidavit from the Executive Director of Tenant.

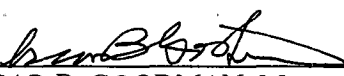
THIRTY-SEVEN: PRIOR APPROVAL OF BOARD OF EXAMINERS. This Lease is continent upon prior approval by the State Board of Examiners and is not binding upon the parties hereto or effective until such approval.

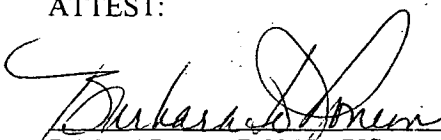
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

CITY OF LAS VEGAS

"Lessor"

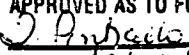
ATTEST:

By 
OSCAR B. GOODMAN, Mayor

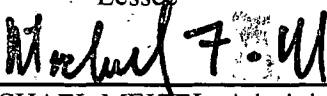

BARBARA JO RONEMUS,
City Clerk

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS AND GROUNDS

APPROVED AS TO FORM:

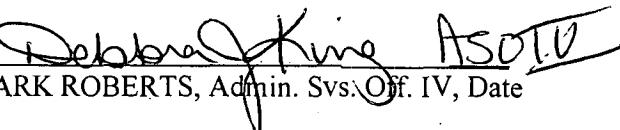

11/3/99 Date

"Lessee"

By  7-11-00
MICHAEL MEIZEL, Administrator, Date

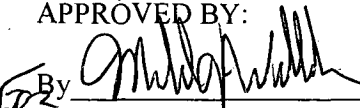
STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES

"Tenant"

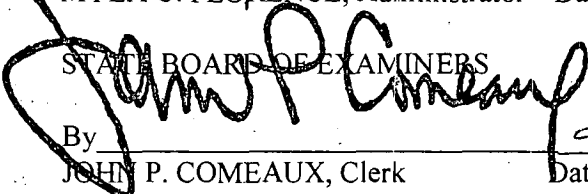
By  ASOTD
MARK ROBERTS, Admin. Svs. Off. IV, Date

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
WELFARE DIVISION

APPROVED BY:

By  1-25-00
MYLA C. FLORENCE, Administrator Date

STATE BOARD OF EXAMINERS

By  2/8/00
JOHN P. COMEAUX, Clerk Date

REVIEWED AS TO FORMAT ONLY:

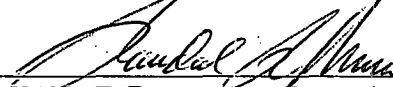
By:  1/10/2000 for
BRETT KANDT, Deputy Atty General, Date

Exhibit D

Improvements and remodels to be performed:

CARPET AND TILE: Several areas have recently been re-carpeted and re-tiled in the employees work stations. Carpet or tile replacement will only be done in those areas which have not been previously replaced and areas which would be affected by the remodel. The new carpet is a direct glue down type and installing will include some furniture moving. The State Welfare Office and its employees will move its files.

CEILING CLEANING: There are approximately 8,000 square feet of acoustical ceiling and 5,300 square feet of ceiling grid currently existing in the State Welfare Complex which will be cleaned. This area includes numerous work stations, two employee break rooms (smoking and non-smoking), and rest rooms. This will also include cleaning the 205 light fixture lenses

CEILING TILE: Place acoustical ceiling tile in the north end of the building. Fire codes indicate that in commercial and public buildings, the area above and below the acoustical ceiling must be fire sprinkled. This translates, that the current fire sprinkler system must be modified to meet current fire codes, when the new ceiling tiles are placed in the ceiling grid.

ELECTRICAL ISSUES: Over the years of occupancy, the State Welfare Office has contracted electricians to modify or add new devices to the electrical system. Some of these additions will need to be relocated and modified to meet code requirements, if new ceiling tiles are installed.

EXTERIOR BRICK: On the east side of the entrance are some slump stone planters that need to be cleaned and sealed against graffiti. They will require pressure washing and four coats of anti-graffiti solution

PAINTING INTERIOR: The entire complex is comprised of a multitude of small three sided work stations and cubicles. Most of the areas will require extensive preparation, with several of those areas also requesting color changes.

REMODELING FRONT COUNTER: The front counter is to be removed from the lobby area and (6) walk up service windows with accompanying work stations. It will require renovating the office area behind the current counter and (2) adjoining consultation areas along with 13 feet of hallway. We propose to renovate the area, build (6) new work stations, install (6) new store front walk up service windows, patch and paint, install new carpet.

FRONT DOOR: The front door, and main public access, to the facilities will be replaced with an A. D. A. compliant, assisted-opening type door.

City of Las Vegas

Agenda Item No. 82

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**DIRECTOR: JEFF MARESH**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

Discussion and possible action to authorize staff to apply for a lease application with the Bureau of Land Management for property located at the southeast corner of Marla Street and Red Coach Avenue for a future neighborhood park site (\$100.00 - General Fund)

Fiscal Impact☐**No Impact****Amount: \$100.00**☒**Budget Funds Available****Dept./Division: OBD/Real Estate & Asset Mgmt.**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

In an effort to provide a site for a neighborhood park where actual growth has occurred, City staff desires to make application for subject land in the northwest portion of the City.

The Application encompasses an area of approximately 5 acres.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Application for signature.
2. Map.

MOTION:

REESE - ABEYANCE to 12/13/99 Real Estate Committee Meeting - UNANIMOUS

MINUTES:

There was no discussion.

(10:26 - 10:27)

1-2852

Form 2740-1
(August 1994)

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

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

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

Date **10/28/1999** Serial Number
(BLM use only)

Home phone (include area code)

Business phone (include area code)

1a. Applicant's name

City of Las Vegas

b. Address (include zip code)

**400 E. Stewart Ave.
Las Vegas, NV 89101****(702) 229-6923**

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

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
W2NE4SE4NW4	01	20s	59e	MDM

County of

Clark

State of

NV

Containing (acres)

53a. This application is for ☒ Lease ☒ Purchase (If lease, indicate year **10**)b. Proposed use is ☒ Public Recreation ☐ Other Public Purposes

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

See attached Plan of Development

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legislature, Chapter 515, Statutes of Nevada 1971, p.1063.

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

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

(Continued on reverse)

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

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

Applicant's Signature

Date

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

APPROVED AS TO FORM:

Norma R. Green
11-4-99 Date

GENERAL INSTRUCTIONS

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

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (*roads, trails, etc.*). This showing may take the form of inventory lists, maps, plans, drawings, or

Item

- blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
- e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
- f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
- g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like

LEGAL DESCRIPTION

That parcel legally described as:

Mount Diablo Base & Meridian, Nevada

Township 20 South, Range 59 East,

Section 01:

the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$,
comprising 5 acres, more or less.

Save and excepting therefrom for Right-of-Way purposes:

the North 30 feet for Red Coach Avenue,

the West 30 feet for Marla Street,

the South 30 feet for Stange Avenue,

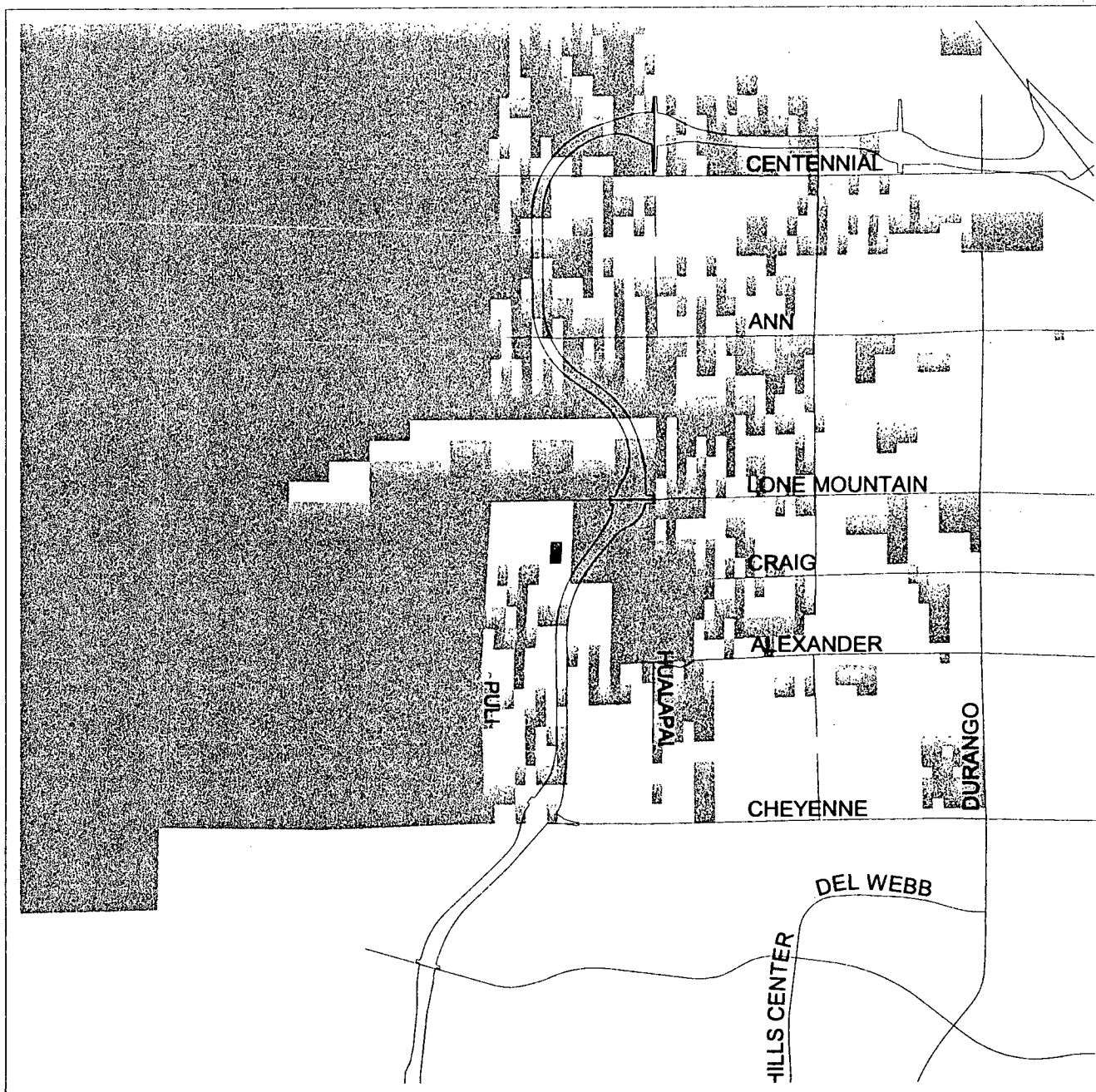
the East 30 feet for an as yet unnamed public right-of-way; and

any and all utility easements necessary to service the subject facility, including
but not limited to: Nevada Power, Las Vegas Valley Water District, and
Southwest Gas.

AUTHORIZATION

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

LOCATION MAP



Location Map

-  Beltway
-  Text Major Street Names
-  Major Streets
-  Selected Site
-  USA
-  Right of Way

Real Estate & Asset Management



1:63360

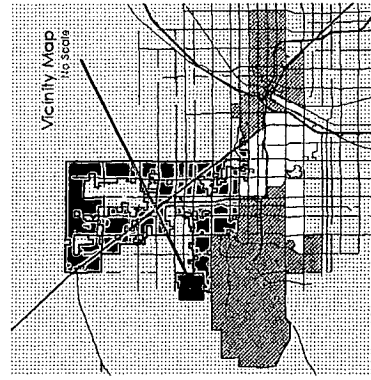


Date of Data: 1999/08/24

SITE MAP

Proposed Park Site

-  5 Acre Park Site
-  Street Centerline
-  USA
-  Parcels



Real Estate & Asset Management



1:9600



Date of Data: 1999/06/24



PLAN OF DEVELOPMENT

STATEMENT OF NEED

The City of Las Vegas is one of the fastest growing communities in the country and most of this growth has occurred in the northwest sector of the City. During the past eighteen years, from 1980 to 1998 the City's population has increased by an estimated 278,689. From the period from 1997 to 1998 the population increased by 58,086 citizens. This tremendous growth is expected to continue through the year 2005.

As the City of Las Vegas continues to grow, increased demands will be placed upon the City to provide for new parks and recreation facilities for existing and future residents. By the same token, a great deal of this growth is occurring in the areas in and near the northwest areas of the City. It is imperative for the City of Las Vegas to plan, acquire and develop parks and recreational facilities in a timely manner, to ensure that these services will be available when needed. The City intends on phasing its park development as the demand for recreational facilities increases. Due to revenue reform at the state and federal levels and the budget constraints of a growing community, the City finds it necessary to minimize the cost of park site acquisition.

It is intended that this project will provide a location where individual recreation needs will be possible. The park will be geared to all ages and abilities. The facility will include individual group picnic shelters, parking, a recreation center, bathroom, and open space.

PHASING

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

- Street Grading and Paving
- Off-site Improvements
- Composition Paths
- Site Earthwork
- Site Electrical
- Perimeter Post and Chain
- Dumpsite Enclosure
- Landscaping
- Benches
- Picnic Tables, Shelters & BBQ Pits
- Parking Lot
- Street Striping and Signage

FUNDING

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

MANAGEMENT PLAN

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

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

MAINTENANCE

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

APPLICATION FOR LAND
FOR
RECREATION AND PUBLIC PURPOSE

PARK SITE
RED COACH & MARLA

CITY OF LAS VEGAS
LAS VEGAS, NEVADA
October 28, 1999

City of Las Vegas

Agenda Item No. 83

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT****DIRECTOR: JEFF MARESH**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald

Discussion and possible action to enter into negotiations for an unsolicited offer from Las Vegas Premier Soccer Club, Inc., to develop and operate a soccer complex on undeveloped land currently under a lease application with the Bureau of Land Management, located between Buffalo Drive and Durango Drive

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

The City received the unsolicited offer dated October 4, 1999, from Las Vegas Premier Soccer, Inc., a Nevada non-profit corporation. By a letter dated October 28, 1999, the City received the disclosure information for the Board of Directors of Premier. A copy of this proposal and the disclosure are attached as back up information for consideration.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Proposal
2. Disclosure
3. Site Map

MOTION:**REESE - ABEYANCE to 12/13/99 Real Estate Committee Meeting - UNANIMOUS****MINUTES:**

There was no discussion.

(10:26 - 10:27)

1-2852

The Skancke Company

October 28, 1999

Mr. David Roark
Real Estate and Asset Manager
City of Las Vegas
314 Las Vegas Blvd. North
Las Vegas, NV 89101

VIA FACSIMILE: 382-2309

RE: Premier Soccer Complex

Dear David:

In response to your letter dated 10/26/99, I would like to submit the following list on behalf of my client Premier Soccer Club Inc. Listed below you will find the names of Premier's Board of Directors, their addresses, and phone numbers.

Premier Soccer Club Inc. Board of Directors

Gary S. Marrone, MD, President
5 Quail Hollow Drive
Henderson, Nevada 89014
458-7977

Barry Barto, Exec. Vice President
1873 Hillsboro Drive
Henderson, Nevada 89014
458-2409

Scott Hunt, Vice President
8744 Castleridge
Las Vegas, Nevada 89014
341-6356

Larry Canarelli, Secretary
1 Dovetail Circle
Henderson, Nevada 89014
456-7147

702.870.7068

2330 Paseo Del Prado, Suite C-305
Las Vegas, Nevada 89102
Fax 702.474.4606

Tucker Di Edwardo, Treasurer
2286 Van Gogh Drive
Henderson, Nevada 89014
898-1804

If you have any questions, please feel free to contact me at 870.7068.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Arnold', written over a horizontal line.

Ryan Arnold
Vice President

► October 4, 1999

Mr. David Roark
Real Estate Manager
City of Las Vegas
314 Las Vegas Blvd. North
Las Vegas, NV 89101

RE: Premier Soccer Complex

Dear David:

On behalf of our client Premier Soccer, I respectfully submit an unsolicited proposal to build one stadium, and 20 regulation fields on BLM land within the City of Las Vegas city limits. The approximately 100 acres of land is generally located North of Summerlin Parkway, South of Washington, West of Buffalo, and East of Durango.

Please consider this letter as our formal request and interest in entering negotiations with the City of Las Vegas. I will wait to hear from you as to what our next steps should be.

Sincerely,



Ryan Arnold
Assistant Vice President

NOTED
REAL ESTATE
ASST. MGR.
OCT 6 2 17 PM '99

September 20, 1999

Las Vegas City Council
City Hall
400 East Stewart Avenue
Las Vegas, Nevada 89101

**RE: DEVELOPMENT PROPOSAL FOR LAS VEGAS SOCCER PARK,
LAKE MEAD & TENAYA, LAS VEGAS, NEVADA**

Ladies and Gentlemen:

This Las Vegas Premier Soccer Club, Inc., hereby submits for your consideration a proposal to develop and operate a soccer complex to be located on one hundred (100) acres of undeveloped real property currently owned by the Bureau of Land Management, located generally between Buffalo Drive and Durango Drive and between Washington Avenue and Summerlin Parkway, in the City of Las Vegas, described more particularly below.

I. DEVELOPMENT ENTITY

The Development Entity for this project is the Las Vegas Premier Soccer Club, Inc., a Nevada nonprofit corporation which was created October 2, 1997, in order to promote the training of youth soccer players, both boys and girls, from the ages of 9 through 19, with the assistance of skilled and proficient soccer coaches, most of whom are licensed by nationally recognized organizations. The Las Vegas Premier Soccer Club, Inc., was granted nonprofit status by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code on March 25, 1999.

The officers and directors of the Las Vegas Premier Soccer Club, Inc., are as follows:

President: Gary S. Marrone, M.D.
Secretary: Larry Cannarelli
Treasurer: Tucker DiEduardo
Director: Barry Barto

Members of the Board are experienced in construction, finance, as well as facilities necessary for training youth soccer players. Additional background information concerning these individuals available upon request.

address #

Las Vegas City Council
September 20, 1999
Page 2

2. EXPLANATION OF NEED

There are currently over two thousand children in the Las Vegas area who participate in organized competitive soccer leagues from the ages of under 6 through under 19. Many of the children engaged in the sport virtually year round with both fall and spring leagues, and then compete regionally in late June against State Champions from other states in the Western Region. Currently within the City of Las Vegas and Clark County, the only facilities available for youth training sessions and games are Ed Fountain Park, with two dedicated soccer fields for year round use, and two others usable only in the spring (with lights). In addition, a very few practice and unlit game fields are available in the City on the school grounds of various elementary and middle schools during the week and on Saturdays. The Clark County Community College, Cheyenne Campus, has one lit field available for games during the week and on Saturdays. The Silver Bowl Soccer Complex on Boulder Highway and Russell Road provides the largest facility in Clark County for youth and adult soccer, with potentially fourteen (14) fields during the day, five (5) of which are lit fields also useable at night. It is virtually the only site in Clark County available for the several youth and adult soccer tournaments which are scheduled in Clark County each year, each of which draws hundreds of children from around the state, region and even international teams. Usage of the Silver Bowl Complex facility will be limited, if not eliminated in the future, as soccer fields are being remade into baseball diamonds.

Clearly, the facilities in this community are not adequate to meet the needs of the growing number of children who are enjoying the sport of soccer.

3. IDENTIFICATION OF REAL PROPERTY

The property which is the subject of this proposal is approximately one hundred (100) acres located between Buffalo Drive and Durango Drive, and between Washington Avenue and Summerlin Parkway, Parcel No. 138-28-301-002, in the City of Las Vegas (the "Property"). See Exhibit "1."

The Development Entity is requesting that the City of Las Vegas lease the Property to a newly formed non-profit entity which will be comprised of members of the Development Entity and representatives of the City of Las Vegas, for a minimum of Fifty (50) years (the "Operations Entity"). In consideration of the work performed by the Development Entity with respect to this project, the Development Entity requests that four (4) of the lit fields be dedicated exclusively to the use of the Las Vegas Premier Soccer Club, Inc. for training, clinics, games and tournaments, many of which will be open to the public.

Las Vegas City Council
September 20, 1999
Page 3

4. DEVELOPMENT CONCEPT

The Development Entity foresees the development and construction of twenty (20) soccer fields, all of which will be lit for night use, plus one lit stadium type field which will include permanent concrete seating and a concession area. Within the stadium complex will be constructed restroom facilities, an office and storage facility for maintenance equipment, soccer goals, nets and related equipment. Additional permanent restroom facilities will be constructed throughout the complex.

The design of the complex has been prepared by KGA Architects. The construction of the facilities will be open for public bidding. A conceptual drawing of the proposed complex is attached hereto as Exhibit "2."

The facilities will be completed in two phases. Phase 1 will consist of offsite improvements, seventeen (17) soccer fields, the stadium, parking, restrooms and related improvements. Phase 2 will complete the complex with three (3) additional fields, restrooms, parking, offsites and related improvements.

The total cost of this development is anticipated to be Twelve million, nine hundred and nineteen thousand three hundred and five dollars (\$12,919,305), as set forth in the Summary of Probable Costs prepared by KGA Architects September 8, 1999, a copy of which is attached hereto as Exhibit "3."

Total offsites and utilities are One million, nine hundred sixty one thousand eight hundred and fifty dollars (\$1,961,850), comprised, of One million four hundred forty thousand, four hundred and fifty dollars (\$1,440,450) in Phase 1 and Five hundred twenty one thousand four hundred dollars (\$521,400) in Phase 2.

Upon completion of the facilities, they will be conveyed to the City of Las Vegas, and managed by the Operations Entity, which may charge reasonable fees to soccer leagues and teams to offset operations, maintenance, and repair/replacement costs of the facility.

5. DEVELOPMENT FINANCING

The Development Entity requests that the City of Las Vegas contribute to the project the cost of the offsite improvements. The remainder of the construction and development costs will be obtained through donations or financing, for which the City of Las Vegas will not be responsible.

Las Vegas City Council
September 20, 1999
Page 4

We would appreciate your consideration of this proposal. We will be pleased to provide you with any additional information you require, and to meet with you to discuss this exciting and necessary project further at your convenience.

Very truly yours,

Gary S. Marrone, M.D., President
Las Vegas Premier Soccer Club

ECL/GSM/smw
Enclosures as stated

C:\shared\ECL\605602\corr city council ltr 092099.wpd

1065-001-991

File: soccrbnd

September 17, 1999

By: NR

EXPLANATION: This description is for the preliminary boundary for Summerlin Soccer Park for application to Bureau of Land Management only.

Basis of Bearings: North $88^{\circ}57'21''$ East, being the South line of the Southeast quarter (SE1/4) of the Northeast quarter (NE1/4) of section 28, Township 20 South, Range 60 East, M.D.B. & M., City of Las Vegas, Clark County, Nevada, as shown by a map on file in the office of the Clark County Recorder in Book 62, of plats, page 32.

Portions of the North Half (N1/2) of the Southwest quarter (SW1/4) and the North half of the Southeast quarter (SE1/4) of section 28, Township 20 South, Range 60 East, M.D.M., Clark County Nevada.

Commencing at the West One quarter corner of Section 28, point also being the centerline intersection of Washington Avenue (80' wide) and Durango Drive (100' wide); thence North $88^{\circ}53'24''$ East, along the centerline of said Washington Avenue a distance of 105.71 feet to a point; thence South $01^{\circ}06'36''$ East a distance of 40.00 feet to point on the South Right-of-Way of said Washington Avenue, said point also being the *Point of Beginning*; thence North $88^{\circ}53'24''$ East along said Right-of-Way, a distance of 911.57 feet; thence North $88^{\circ}58'09''$ East, continuing along said Right-of-Way a distance of 1693.59 feet; thence North $88^{\circ}57'21''$ East, continuing along said Right-of-Way, a distance of 2179.26 feet; thence departing said Right-of-Way, South $00^{\circ}54'58''$ East, a distance of 314.33 feet; thence North $88^{\circ}54'03''$ West, a distance of 24.67 feet; thence South $47^{\circ}57'57''$ West, a distance of 589.93 feet; thence South $77^{\circ}31'28''$ West, a distance of 182.16 feet; thence South $51^{\circ}38'32''$ West, a distance of 233.26 feet; thence South $82^{\circ}32'40''$ West, a distance of 111.05 feet; thence North $40^{\circ}53'07''$ East, a distance of 154.67 feet; thence South $77^{\circ}31'33''$ West, a distance of 760.77 feet; thence South $88^{\circ}41'03''$ West, a distance of 3135.72 feet; thence South $83^{\circ}07'47''$ West, a distance of 98.62 feet to the East Right-of-Way of Aforesaid Durango Drive; thence North $02^{\circ}08'22''$ West, along said Right-of-Way, a distance of 896.25 feet to a point of curvature of a 54.00 foot radius curve, concave Southeasterly, thence continuing along said curve to the right, thru a central angle of $91^{\circ}01'46''$, an arc length of 85.79 feet to the *Point of beginning*.

Containing: 96.181 acres, more or less.

Summary of Probable Costs Las Vegas Soccer Park

Date: 09/08/1999

Phase 1

Item	Amount	Unit	Unit Price	Subtotal
Site Improvements				
Soccer Fields	17	ea	70000.00	1190000
Lighting Package	18	ea	92000.00	1656000
Playground Area	1	ea	95000.00	95000
Restroom Structures	4	ea	115000.00	460000
Landscape Improvements	1	ls	650000.00	650000
Parking Areas	825000	sf	0.83	684750
Subtotal				\$4,735,750
Soccer Stadium				
Field	1	ea	135000.00	135000
Bleachers	8000	sts	68.00	544000
Common Toilets	2250	sf	170.00	382500
Press Box	1	ea	32500.00	32500
Scoreboards	1	ea	39500.00	39500
Concession	600	sf	120.00	72000
Ticket Booth	1	ea	12500.00	12500
Luxury Boxes	1	ea	112000.00	112000
Fencing	1850	lf	72.00	133200
Equipment	1	ls	85000.00	85000
Locker Rooms	8800	sf	110.00	968000
Subtotal				\$2,516,200
Subtotal Improvements				\$7,251,950
A-E Fees				\$580,156
Contingency				\$725,195
Governemnt Fees and Permits				\$507,637
Total Phase 1				\$9,064,938

Summary of Probable Costs Las Vegas Soccer Park

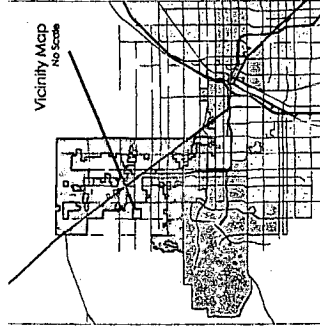
Date: 09/08/1999

Phase 2

Item	Amount	Unit	Unit Price	Subtotal
Site Improvements				
Playground Area	1	ea	95000.00	95000
Soccer Fields	3	ea	70000.00	210000
Lighting Package	3	ea	92000.00	276000
Restroom Structures	2	ea	115000.00	230000
Landscape Improvements	1	ac	250000.00	250000
Parking Areas	545800	sf	0.83	453014
Subtotal Site Improvements				\$1,514,014
A-E Fees				\$121,121
Contingency				\$151,401
Government Fees and Permits				\$105,981
Total Phase 2				\$1,892,518
Total Phase 1 & 2				\$10,957,455
Phase 1 - Offsites and Utilities	4365	lf	330.00	\$1,440,450
Phase 2 - Offsites and Utilities	1580	lf	330.00	\$521,400
Total Offsite				\$1,961,850
Grand Total Phase 1 & 2 + Offsites				\$12,919,305

Proposed Summerlin Parkway Soccer Park

-  Street Centerline
 Soccer Park Landuse
 Single-Family
 Mobile Homes
 Plexes
 Townhouses
 Condominiums
 Apartments
 Other Residential
 Group Quarters Facilities
 Non-Profit Organizations
 General Commercial
 Tourist Commercial
 Comm/Trans/Utilities
 Industrial
 USA
 City of Las Vegas
 Parcels
 Right of Way



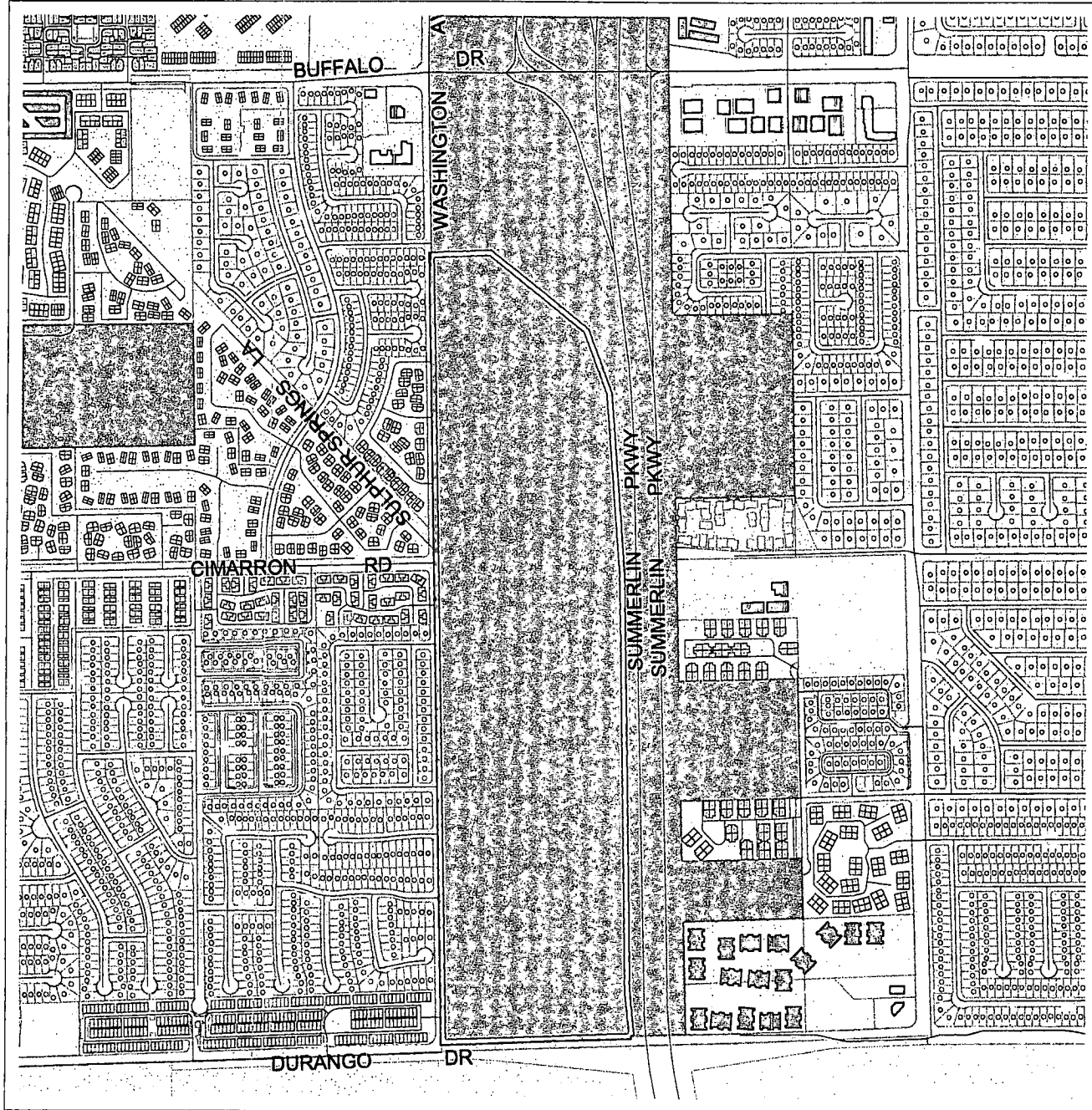
Real Estate & Asset Management



Date of Data: 1999/10/25



1:10800



City of Las Vegas

Agenda Item No. 84

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 99-63 – Amends the Zoning Code to set forth the circumstances in which child care group homes are permitted in the R-CL and R-PD zoning districts. Sponsored by: Councilman Larry Brown

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

This bill will allow child care-group homes in the R-CL zoning district by means of special use permit, and will establish minimum standards for those uses in any district. Additionally, the bill will specifically allow such uses to be approved in an R-PD district, as well as any other type of use or development that is allowed in a similar standard residential district. The bill also includes minor technical amendments deemed necessary for the sake of consistency and clarification.

Committee: Councilmen Brown and McDonald; First Reading - 11/3/99; First Publication - 11/19/99

RECOMMENDATION:

ADOPTION at 12/1/99 City Council meeting pursuant to 11/15/99 Recommending Committee.

BACKUP DOCUMENTATION:

Bill No. 99-63.

MOTION:

BROWN - Second reading and BILL ADOPTED as Ordinance No. 5183 - UNANIMOUS

Clerk to proceed with second publication.

MINUTES:

There was no discussion.

(10:27 - 10:29)

1-2897

City of Las Vegas

Agenda Item No. 85

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 99-64 – Annexation No. A-42-99(A) - Property Located: At the northeast corner of Gilmore Avenue and Tee Pee Lane; Petitioned by: Clark County School District; Acreage: Approximately 10.31 acres; Zoned: R-E (County Zoning), U (ML) (City Equivalent).
Sponsored by: Councilman Larry Brown

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

The proposed ordinance annexes certain real property located at the northeast corner of Gilmore Avenue and Tee Pee Lane. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 10, 1999) is set by this ordinance.

Committee: Councilmen Brown and McDonald; First Reading - 11/3/99; First Publication - 11/19/99

RECOMMENDATION:

ADOPTION at 12/1/99 City Council meeting pursuant to 11/15/99 Recommending Committee.

BACKUP DOCUMENTATION:

Bill No. 99-64 and Location Map.

MOTION:

BROWN - Second reading and BILL ADOPTED as Ordinance No. 5184 - UNANIMOUS

Clerk to proceed with second publication.

MINUTES:

There was no discussion.

(10:29 - 10:30)1-2895

City of Las Vegas

Agenda Item No. 86

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 99-62 – Eliminates the ability to obtain a waiver of the minimum 400-foot distance requirements applicable to a liquor establishment (off-premise consumption). Sponsored by: Councilman Gary Reese

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

The Zoning Code currently allows the City Council to waive the requirement for establishments licensed to sell liquor for off-premise consumption (i.e., those selling beer/wine/coolers and packaged liquors) to be located more than 400 feet from churches, schools, parks and certain child care facilities. This bill will eliminate the availability of that waiver.

Committee: Councilmen Brown and McDonald; First Reading - 11/3/99; First Publication -

RECOMMENDATION:

ADOPTION at 12/15/99 City Council meeting pursuant to 11/30/99 Recommending Committee as First Amendment.

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/15/99 Council Agenda

City of Las Vegas

Agenda Item No. 87

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 99-65 – Annexation No. A-37-99(A) – Property Located: On the west side of Conough Lane, approximately 910 feet south of Deer Springs Way; Petitioned By: Rome 95 and Rome PHD Limited Partnerships on behalf of J.O.M.B.I. Development Co.; Acreage: Approximately 16.63 acres; Zoned: H-2 and R-E (County Zoning), C-2 and U (TC) (City Equivalents).
Sponsored by: Councilman Larry Brown

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

The proposed ordinance annexes certain real property located on the west side of Conough Lane, approximately 910 feet south of Deer Springs Way. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 24, 1999) is set by this ordinance.

Committee: Councilmen Brown and McDonald; First Reading - 11/17/99; First Publication -

RECOMMENDATION:

ADOPTION at 12/15/99 City Council meeting pursuant to 11/30/99 Recommending Committee.

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.
12/15/99 Council Agenda

City of Las Vegas

Agenda Item No. 88

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 99-66 – Annexation No. A-39-99(A) – Property Located: On the southwest corner of Lone Mountain Road and Barden Road; Petitioned By: Corey and Sally Morley, et al.; Acreage: Approximately 21.30 acres; Zoned: R-U (County Zoning), U (PCD) (City Equivalent).
Sponsored by: Councilman Larry Brown

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

The proposed ordinance annexes certain real property located on the southwest corner of Lone Mountain Road and Barden Road. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 24, 1999) is set by this ordinance.

Committee: Councilmen Brown and McDonald; First Reading - 11/17/99; First Publication -

RECOMMENDATION:

ADOPTION at 12/15/99 City Council meeting pursuant to 11/30/99 Recommending Committee.

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/15/99 Council Agenda

City of Las Vegas

Agenda Item No. 89

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 99-67 – Annexation No. A-43-99(A) – Property Located: On the north side of Cheyenne Avenue, approximately 122 feet east of Torrey Pines Drive; Petitioned By: Tiger Mynarcik and Jill M. Childs; Acreage: Approximately 1.03 acres; Zoned: R-E (County Zoning), R-E (City Equivalent). Sponsored by: Councilman Larry Brown

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

The proposed ordinance annexes certain real property located on the north side of Cheyenne Avenue, approximately 122 feet east of Torrey Pines Drive. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 24, 1999) is set by this ordinance.

Committee: Councilmen Brown and McDonald; First Reading - 11/17/99; First Publication -

RECOMMENDATION:

ADOPTION at 12/15/99 City Council meeting pursuant to 11/30/99 Recommending Committee.

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/15/99 Council Agenda

City of Las Vegas

Agenda Item No. 90

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 99-68 – Extends the juvenile curfew for the downtown area on December 31 and January 1. Sponsored by: Councilman Gary Reese

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

This bill will adjust the juvenile curfew in the downtown area (other than the Pedestrian Mall) for December 31 and January 1. Curfew on those nights will begin at 6:00 P.M. This is similar to what Clark County recently enacted for New Years Eve for the Las Vegas Strip and surrounding areas.

Committee: Councilmen Brown and McDonald; First Reading - 11/17/99; First Publication -

RECOMMENDATION:

ADOPTION at 12/15/99 City Council meeting pursuant to 11/30/99 Recommending Committee.

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/15/99 Council Agenda

City of Las Vegas

Agenda Item No. 91

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 99-69 – Provides minor adjustments and clarifications to the City's zoning regulations.
Sponsored by: Councilman Larry Brown

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

This bill makes a number of minor adjustments to the City's Zoning Code. Among them: an update of the Land Use Tables and limitations governing massage establishments, real estate sales offices, cleaners, animal-related uses and medical uses; and the addition of provisions to govern the termination of special use permits and variances.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 99-69

MOTION:

None required.

MINUTES:

First Reading - Referred - COUNCILMEN McDONALD and BROWN

12/13/99 Recommending Committee

12/15/99 Council Agenda

(10:30 - 10:31)

2-3060

City of Las Vegas

Agenda Item No. 92

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 99-70 – Limits the use of glass and metal beverage containers at certain special events.

Proposed by: Mark Vincent, Director of Finance and Business Services

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

In September the City Council adopted Bill No. 99-49 (as Ordinance No. 5169), which prohibits the sale of alcoholic beverages in any glass or metal container during certain large-scale special events, such as Independence Day and New Years Eve celebrations. This bill is a companion bill to restrict the possession and use of those containers in connection with special events.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 99-70

MOTION:

None required.

MINUTES:

First Reading - Referred - COUNCILMEN McDONALD and BROWN

12/13/99 Recommending Committee

12/15/99 Council Agenda

(10:30 - 10:31)

2-3060**THE MORNING SESSION RECESSED AT 10:32 A.M.**

City of Las Vegas

Agenda Item No. 93

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

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

MOTION:

M. McDONALD - Motion to bring forward and HOLD IN ABEYANCE Item 106 [U-88-99], Item 107 [U-104-99], Item 136 [GPA-34-99], Item 137 [Z-60-99], and Item 138 [GPA-39-99] to 1/5/2000, and ACCEPT WITHDRAWAL WITHOUT PREJUDICE of Item 128 [GPA-28-99], Item 129 [Z-55-99], Item 130 [VAC-43-99], Item 131 [U-98-99], and Item 132 [Z-55-99(1)] - UNANIMOUS

MINUTES:

COUNCILMAN BROWN announced that Item 107 (U-104-99) should be held in abeyance to 1/5/2000. ROBERT NERSESIAN, 333 South Third Street #A, appearing on behalf of and with MR. ZANAZANIAN, 9368 Apache Springs Drive, concurred with the abeyance.

EXCERPT FOR ITEM 125 [GPA-30-99]:

ATTORNEY JOHN T. MORAN, JR., Moran & Associates, 630 S. Fourth Street, #400, representing JANIE GREENSPUN GALE, MICHAEL GAUGHAN, and other members of the neighborhood in opposition, requested abeyance

ATTORNEY BILL CURRAN, Curran & Parry, 601 South Rancho Drive, representing the applicant

NOTE: A verbatim excerpt of comments made regarding Item 125 [GPA-30-99] is included in the Verbatim Transcript for Item 125.

(1:11 - 1:17)

2-1

City of Las Vegas

Agenda Item No. 94

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 764 McKnight St. PROPERTY OWNER: ROBERT AND PENNY CORNELIUS

Fiscal Impact☐**No Impact****Amount: \$4,456.25**☒**Budget Funds Available****Dept./Division: Neighborhood Services/Response**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

The subject property was a vacant, unsecured building with trash and debris on the property. The condition of the property was a source of concern to the public and the Fire and Police Departments because of the hazardous conditions. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired K. O. Construction to abate the problem.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$4,456.25 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treas.

BACKUP DOCUMENTATION:

Attached for your information are the following:

1. Location map
2. Report of Expenses
3. Contractor Disclosure
4. Notice of Public Hearing
5. Chronological List of Events
6. Copy of the Notice and Claim of Lien

MOTION:

REESE - APPROVED the action of Neighborhood Services - UNANIMOUS with L. McDONALD excused

CITY COUNCIL MEETING OF DECEMBER 1, 1999
ITEM 94 - 764 McKnight Street

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

ATTORNEY CHRISTINE ZAMBRANO, Deaner, Deaner, Scann, Malan & Larsen, 720 S. Fourth Street, #300, appeared representing GILBERTO MACHUCO, the first trust deed holder.

DAVID SEMENZA, Code Enforcement, Department of Neighborhood Services, presented a videotape of the subject property and explained that it contained a vacant, unsecured building with trash and debris which was a source of concern to the public and the Fire and Police Departments because of the hazardous conditions. The property was declared in violation and legal notification started. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired K. O. Construction to abate the problem. He recommended that the City Council approve the report of expenses in the amount of \$4,456.25 and that the Notice and Lien of Assessment be filed and recorded with the County Treasurer against the property.

ATTORNEY ZAMBRANO contended that the building was demolished without proper notification to MR. MACHUCO. A letter was submitted prior to the hearing objecting to the assessment on the grounds that MR. MACHUCO was not notified. DEPUTY CITY ATTORNEY STEVE GEORGE indicated that the notification to the property owner was sufficient under NRS. ATTORNEY ZAMBRANO countered that she could not find any language that states that notification is not required to the interested parties, including the first trust deed holder. She requested reference to NRS guidelines regarding proper notification. DEPUTY CITY ATTORNEY GEORGE responded that he would be more than happy to review the statutes and regulations with ATTORNEY ZAMBRANO.

ATTORNEY ZAMBRANO further noted that recordation of the abatement proceedings took place after the abatement. Foreclosure was begun on the property by MR. MACHUCO on September 3, 1999, at which time nothing was found at the Recorder's office that would indicate an abatement. Thereafter the property was demolished and the first Notice of Abatement recorded on November 3, 1999. MR. SEMENZA interjected that the property was noticed and posted four times starting in February 1999 before the demolition took place. Also, the information provided to his office indicated that no payments had been made on the property since March of 1998. That should have been sufficient reason for the deed holder to take more interest in the property.

COUNCILMAN McDONALD clarified with DEPUTY CITY ATTORNEY GEORGE that the property owner is generally responsible for maintaining the property and liable for any incident occurring on the property.

City of Las Vegas

Agenda Item No.: 94

CITY COUNCIL MEETING OF DECEMBER 1, 1999
ITEM 94 - 764 McKnight Street

MINUTES - Continued:

COUNCILMAN McDONALD reiterated that ample notification was given, and that the Council has a responsibility to the surrounding property owners.

There was no further discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:34 - 1:41)

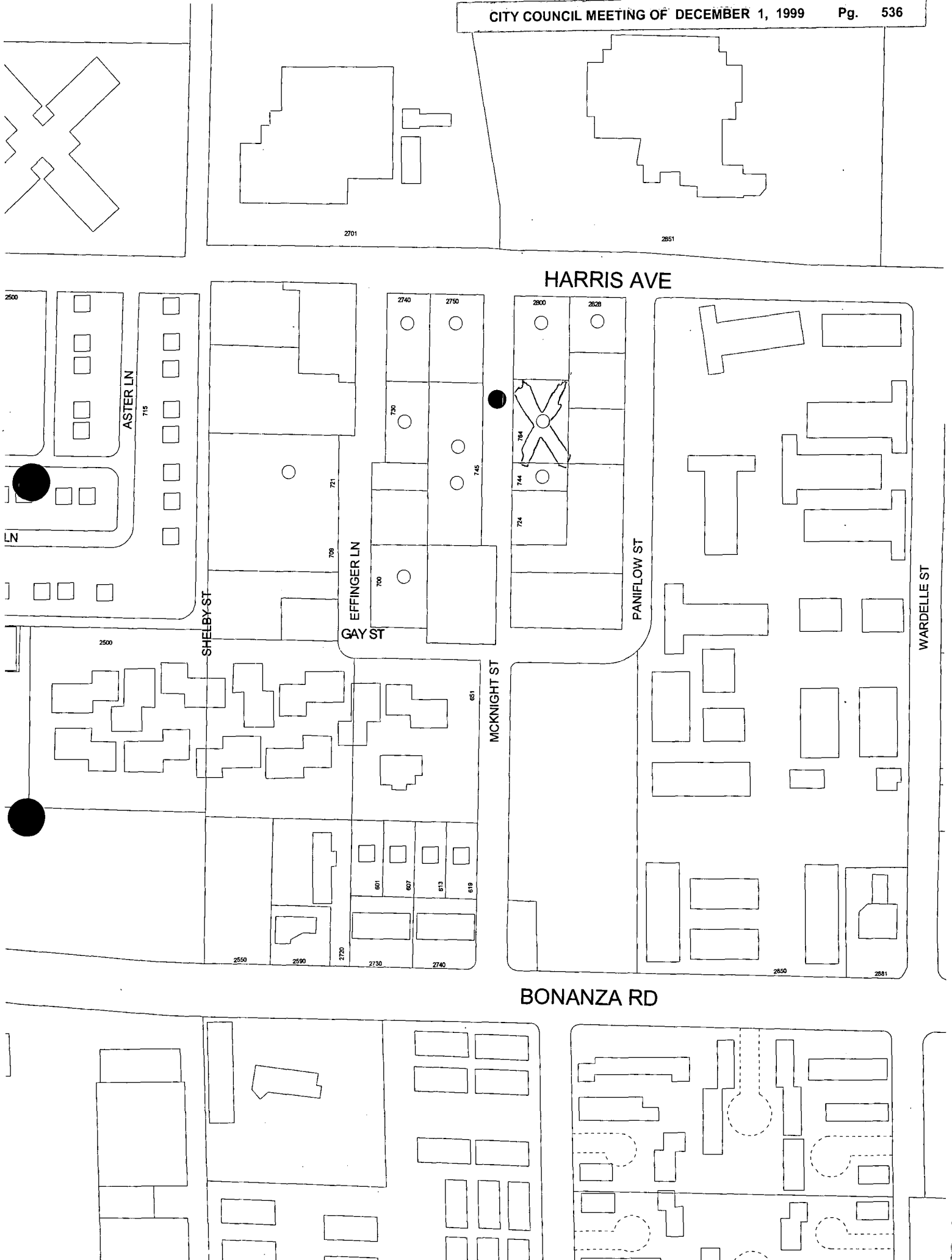
2-757

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: December 01, 1999****DEPARTMENT: Neighborhood Services****ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 764 McKnight St. PROPERTY OWNER: ROBERT AND PENNY CORNELIUS.**

Work was completed by K. O. Construction on September 30, 1999, at a cost of \$3,875.00 plus a 15% administrative fee for a total of \$4,456.25.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of Dangerous Buildings", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

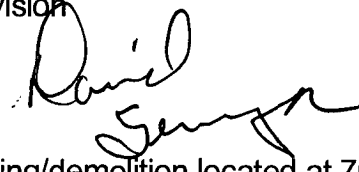
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.



Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk
From: David Semenza, Manager - Neighborhood Response Division
CC: File
Date: November 5, 1999
Re: Report of Expenses for the abatement of dangerous building/demolition located at 764 McKnight St.



After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building abatement", the Department of Neighborhood Services caused the demolition of vacant building and removal of all litter and debris from the above-referenced property.

Work was completed on September 30, 1999, by K O Construction at a cost of \$3,875.00 and was accepted by the Department of Neighborhood Services.

Contract Amount	\$ 3,875.00
AMOUNT DUE	\$ 3,875.00
Administrative processing fee	<u>581.25</u>
TOTAL AMOUNT DUE	\$ 4,456.25

OWNER OF RECORD: ROBERT AND PENNY CORNELIUS

PROPERTY ABATED: 764 MCKNIGHT ST

ASSESSOR'S PARCEL: 139-25-410-019

LEGAL DESCRIPTION: TANKELS NORTH ADD #2
PLAT BOOK 1 PAGE 95
LOT 19 BLOCK 4

DS:yl

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of K.O. CONSTRUCTION INC
 more than a 1% interest in [Contracting Entity] or any principal of [Contracting Entity] are
 the following: K.O. CONST INC K.O. CONSTRUCTION INC

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. CHRIS HARRISON	4855 W. MAULDING AVE	702-361-4221
2. EDWARD KOPE	LAS VEGAS, NV 89139	
3. ROSE KOPE		
4.		
5.		
6.		

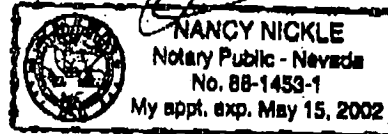
Continue list until full and complete disclosure is made.

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

By: [Signature] K.O. CONSTRUCTION INC
[Contracting Entity]

Subscribed and sworn to before me this
29 Day of October, 1999

Nancy Nickle
 Notary Public





MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD

CITY MANAGER
VIRGINIA VALENTINE

NOTICE OF PUBLIC HEARING DECEMBER 1, 1999

Pursuant to Section 302 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code. NOTICE IS HEREBY GIVEN THAT ON **Wednesday, December 1, 1999**, at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORTS OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by demolition and cleaning and removing all litter, trash and debris on property located at **764 McKNIGHT STREET** legally described as **TANKELS NORTH ADD #2, PLAT BOOK 1, PAGE 95, LOT 19, BLOCK 4**. Owner of record at time of abatement: **ROBERT & PENNY CORNELIUS**

The Director of Neighborhood Services certifies in the report that the sum of \$4,456.25 was expended (\$3,875.00 to K. O. Construction for cleaning the property and \$581.25 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

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

Complaint 020499-081 764 MCKNIGHT ST

VACANT BUILDING, FIRE HAZARD, VAGRANTS SEE ATTACHED

Dangerous Building: Vacant Building

Taken By: KB

>> 1 Open This is 3 of 3.

Ward 3 1- 2327-83
Area 4

Parcel: 139 25 410 019

Complainant: JOE LOPARDO - FIRE

TRUSTEE CLARK COUNTY TREASURER

Respond To:

%CORNELIUS ROBERT & PENNY

Phone:

764 MCKNIGHT ST

Owner:

CORNELIUS ROBERT & PENNY

LAS VEGAS NV 89101-2811

TANKELS NORTH ADD #2

PLAT BOOK 1 PAGE 95

LOT 19 BLOCK 4

Spl. Project:

Demolish YES

02-05-99 28) CONFIRMED. HOUSE ACCESSIBLE THRU BROKEN WINDOWS AND REAR DOOR. EXTREMELY HIGH DRY WEEDS COVER ENTIRE PROPERTY. VAGRANT ACTIVITY. SEE PIX..REFER TO OFFICE

02-12-99 KB) SENT 10 DAY DANG BLDG TO OWNER-CORNELIUS, SPOKE WITH KAREN-ASSESSORS OFFICE-DELINQUENT, NO MORT HOLDER, POST 2/16, CB 2/26

02-16-99 28) POSTED NOTICE AND ORDER ON PROPERTY..

02-26-99 KB) RECD CERTIFIED CARD FROM CORNELIUS, SIGNED 2/22

03-08-99 28) WINDOWS HAVE BEEN BOARDED (NOT AS WELL AS THEY SHOULD) NOTHING ELSE HAS BEEN ABATED. SECURE FOR NOW..REFER TO OFFICE FOR BIDS

03-24-99 KB) BIDS TO ALL CONTRACTORS - DUE BY 3/26

03-25-99 KB) RECD BID FROM KO IN THE AMT OF \$1,770.00

03-26-99 KB) SENT 10 DAY BEFORE ABA POST 3/29, CB 4/8
KB) RECD BID FROM WEAVER IN THE AMT OF \$1,375.00

03-30-99 28) POSTED NOTICE AND ORDER ON PROPERTY

04-02-99 KB) LISA MAZE (NO PHONE) GOING TO CLEAN PROPERTY AND MOVE IN

04-08-99 28) NO IMPROVEMENT, OPEN AGAIN..REFER TO OFFICE

04-09-99 JH OWNERS ON SITE CLEANING AND BOARDING THIS PROPERTY CALL BACK 4/13/99

04-13-99 28) PROPERTY BEING CLEANED. SECURE. CALL BACK 4/20

04-20-99 28) MORE PROGRESS BEING MADE, SLOW BUT STEADY..CB 4/30

04-26-99 KB) RECD CERTIFIED CARD FROM CORNELIUS RETURNED (NEW ADDR-HC3 BOX 75A-18, SPICEWOOD, TX 78669-9418

04-30-99 23- MAKING REPAIRS TO INTERIOR EXTENTION ELC CORDS RUNNING FROM NEIGHBOR TO THE NORTH BLDG SECURED C/B 5/17

05-07-99 23- SECURED NOT VERY WELL/ HAVE STOPED WITH CLEAN UP RE-28

05-11-99 28) MORE PROGRESS, SLOW BUT STEADY..CALL BACK 5/21

05-21-99 23- STRUCTURE SECURED C/B 6/21

06-28-99 28) SECURE. CLEANUP VERY SLOW..CALL BACK 7/09

07-10-99 28) NO FURTHER CLEANUP DONE..AT A STANDSTILL..REFER TO OFFICE..WHO CAN WE CONTACT TO GET THIS ABATED??

Complaint 020499-081 continued

Page 2

07-15-99 TL) GAVE DEMO LETTER TO JIM HUNTER TO TAKE TO PAUL W. FOR SIGNATURE - I HAVE FILE IN MY DESK

07-16-99 TL) SENT 10-DAY DANG/DEMO LETTER TO: ROBERT & PENNY CORNELIOUS POST ON 7/20 - CB AUGUST 2, 1999

07-23-99 22) N&O POSTED. C/B 8/2.

07-29-99 22) 0930 HRS. TELCON W/DWAYNE MAZE: L/M W/RECEPT. FOR DWAYNE @ 368-7800 (CUSTOM TOWING) FROM AN E-MAIL GENERATED BY LAURA FOR ME TO CALL DWAYNE.

08-02-99 27)BLDG NOW OPEN THROUGH FRONT UNSECURED WINDOW. TRASH, DEBRIS REMAIN ON PROPERTY. SUGGEST DEMO/ABATEMENT. REFER TO OFFICE

08-12-99 TL) REC'D 10-DAY DEMO/BLDG CERT/LETTER - RETURN TO SENDER/UNCLAIMED -

08-16-99 TL) FAXED BIDS TO CONTRACTORS DUE BACK 8-20

08-19-99 TL) REC'D 10-DAY NOTICE DANG/DEMO CERT/CARD SIGNED ON 8/12

08-23-99 LD) REC'D BIDS FROM CONTRACTORS (1) K O CONST \$3,600.00
(2) PASCO EXC \$4,700.00
SPOKE TO PHILLIS W/WEAVER CONSTRUCTION - SHE DID FAX THE BID - BUT I DIDN'T GET IT - SHE WILL FAX AS SOON AS SHE GETS BACK IN THE OFFICE -

08-24-99 LD) REC'D BID FROM WEAVER CONST (3) \$4845.00

08-25-99 LD) SENT 10 DAY BEFORE ABATEMENT
POST 8-26/CB 9-13

08-26-99 22) N&O POSTED. REFER TO OFFICE.

08-31-99 TL) REC'D 10-DAY DANG/BLDG BEFORE ABATEMENT CERT/CARD SIGNED ON 8/27 - CB 9/13

09-13-99 22) 1247 HRS. T/D, TRAILER & RV STILL IN R/Y--HOUSE IS WIDE OPEN!! PROCEED W/ABATEMENT. REFER TO TONI.

09-16-99 TL) DAVID SEMENZA, THIS IS READY FOR V I D E O.

09-20-99 TL) BEFORE V I D E O - PER DAVID - PROCEED WITH DEMOLITION
TL) CONTACT CHRIS W/K.O. CONSTRUCTION - TO AWARD THE JOB - SINCE THIS IS A DEMOLITION WILL TAKE A LITTLE LONGER - HE WILL CONTACT ME FOR A DATE AFTER ASBESTOS TESTING -
TL) FAX AWARD LETTER ATTACHED W/BID -

09-21-99 TL) GAVE ORIGINAL LETTER & COPY TO LAURA TO FILE W/CC RECORDERS OFFICE - I KEPT A COPY FOR MY FILES -

09-23-99 TL) 1). CHRIS HARRISON W/K.O. CONSTRUCTION CALLED AND SAID THE TEST FOR ASBESTOS FOR THIS PROPERTY WAS CLEAR
2). - HE WILL SEND ME A REPORT - AND
3). -THEY WILL START THE PROCESS FOR DEMOLITION ON SEPT. 28 - I FAX AWARD LETTER W/DATE

09-30-99 TL) CHRIS W/K.O. CONSTRUCTION CALLED TODAY, EVERYTHING IS COMPLETE/DEMOLISH HOUSE -
TL) I WILL GIVE DAVE SEMENZA PAPERWORK TO COMPLETE FINAL V I D E O

10-01-99 TL) REC'D INVOICE #1053 - DATED 9/30 - FROM K.O. CONSTRUCTION FOR THE AMOUNT OF DEMOLISH \$3,600.00 AND ASBESTOS SURVEY CONSULTANTS \$275.00 TOTAL INVOICE #3,875.00 - TL) I WILL GIVE FILE TO YVETTE TO PROCESS FOR PAYMENT AND CITY COUNCIL AGENDA ITEM -

10-12-99 YL) PROCESSED INVOICE FOR PAYMENT THROUGH ORACLE SYSTEM

11-05-99 YL) SENT LETTER AND REPORT OF EXPENSES TO OWNER

11-17-99 YL) SET DATE FOR PUBLIC HEARING

12-01-99 YL) PUBLIC HEARING TO APPROVE REPORT OF EXPENSES IN THE AMOUNT OF INVOICE PLUS 15% ADMIN FEE FOR A TOTAL OF \$4,456.25

020499-081

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: ROBERT & PENNY CORNELIUS

(Reputed Owners) At time of abatement

On September 30, 1999, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of a dangerous building condition on the following property after due notification.

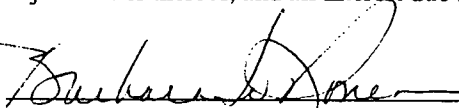
Assessor's Parcel No.: 139-25-410-019
 Commonly known as: 764 MCKNIGHT STREET
 Legal Description: TANKELS NORTH ADD #2
 PLAT BOOK 1 PAGE 95
 LOT 19 BLOCK 4

Expenses in the amount of \$4,456.25 were incurred by the City of Las Vegas in the above dangerous condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on December 1, 1999, ordered the above charges in the amount of \$4,456.25, assessed against the property by means of a Lien of Assessment, such lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment which remains unpaid after 30 days from the date of the recording thereof on the assessment roll shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date.

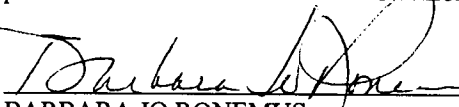
This lien shall continue until the assessment which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.


 BARBARA JO RONEMUS
 400 Stewart Avenue
 Las Vegas, NV 89101
 Telephone: (702) 229-6311

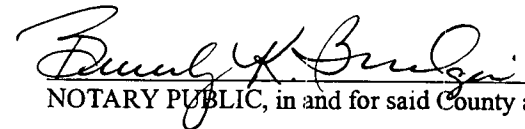
STATE OF NEVADA)

COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated therein are true of her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

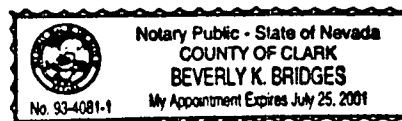

 BARBARA JO RONEMUS
 CITY CLERK

SUBSCRIBED and SWORN to before me
 this 13th day of December, 1999


 NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:

CITY OF LAS VEGAS
 DEPARTMENT OF NEIGHBORHOOD RESPONSE
 400 STEWART AVENUE
 LAS VEGAS, NV 89101



DEANER, DEANER, SCANN, MALAN & LARSEN**Attorneys at Law**

CHARLES W. DEANER
SUSAN WILLIAMS SCANN
DOUGLAS R. MALAN
BRENT A. LARSEN

A PROFESSIONAL CORPORATION
720 SOUTH FOURTH STREET, SUITE 300
LAS VEGAS, NEVADA 89101
E-MAIL: C.DEANER@WORLDNET.ATT.NET

J. DOUGLAS DEANER (1944-1990)

TELEPHONE (702) 382-6911
FAX (702) 366-0854

LAWRENCE E. KULP*
ANTHONY CIULLA
CHRISTINE M. ZAMBRANO

*LICENSED IN COLORADO
AND MICHIGAN ONLY

November 24, 1999

***Via Facsimile (382-4803)
and Regular Mail***

City Council
c/o City Clerk of the City of Las Vegas
400 Stewart
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
1999 NOV 29 A 11:40

**Re: Lien for Abatement of Dangerous Building
at 764 McKnight, Las Vegas, Nevada.**

Dear City Counsel:

Gilberto Machuca has retained this firm to represent his interests in the above referenced matter. It is our understanding that the City of Las Vegas Neighborhood Services Department seeks to impose a lien of assessment on the above referenced property for the cost of demolishing a building previously located on the property. The City also seeks to impose an additional 15 percent administrative charge related to the demolition.

We object to the lien of assessment because the City demolished the building without notice to Mr. Machuca. The notices were sent to Robert and Penny Cornelus, the owners. Mr. Machuca was the holder of a first Deed of Trust on the above referenced real property. His name is clearly on the title to the property. Moreover, foreclosure proceedings began on September 3, 1999 against the Corneluses. Mr. Machuca was provided no notice of the City's abatement procedures. Nor was he provided notice of the hearing scheduled for December 1, 1999. Had he received notice of the abatement procedures, he would have undertaken to correct the problems.

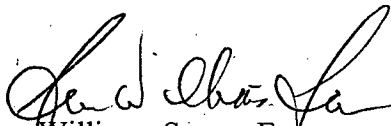
Mr. Machuca as suffered damages because the City tore down his collateral without notice to him. The City tore down his building without giving him notice or the opportunity to comply

City Council
City Clerk of the City of Las Vegas
November 24, 1999
Page No. 2

with the City's requests. Now the City seeks a lien of assessment. We object to the lien for all of the above mentioned reasons.

Very truly yours,

DEANER, DEANER, SCANN,
MALAN & LARSEN



Susan Williams Scann, Esq.

SWS:jp
Enclosure

F:\OFFICE\CLIENTS\MACHUCA\LETTERS\cityclerk

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 17th date of May, 1989, between
ROBERT CORNELUS AND PENNY CORNELUS, husband and wife and OSCAR T. DREWS, an unmarried
man ALL AS JOINT TENANTS, herein called TRUSTOR,

whose address is 2800 Harris Ave., Las Vegas, Nevada 89101

NEVADA TITLE COMPANY, a Nevada Corporation, herein called TRUSTEE, and

GILBERTO MACHUCA, a married man as his sole and separate property

herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Clark County, Nevada, described as: LOTS NINETEEN (19), TWENTY (20) AND TWENTY-ONE (21) IN BLOCK FOUR (4) OF TANKEL'S NORTH ADDITION NO. 2 ACCORDING TO THE OFFICIAL RECORD THEREOF RECORDED IN BOOK 1 OF PLATS, PAGE 95, IN CLARK COUNTY, NEVADA.

This Deed of Trust is given to secure a portion of the purchase price of the herein described property.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto. For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 23,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514		Humboldt	118968	3	83	Nye	47157	87	163
Churchill	104132	34 mrgs.	591	Lander	41172	3	768	Ormsby	72637	18	102
Douglas	24495	22	415	Lincoln	41292	8 mrgs.	467	Perkins	57488	28	58
Elko	14831	43	343	Washoe	407205	734	221	Storey	28573	8 mrgs.	112
Esmeralda	28229	3H deeds	138-141	Lyon	88488	31 mrgs.		White Pine	128128	201	341-344
Eureka	39002	3	263	Mineral	76648	18 mrgs.	534-537				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he 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.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be not required and with respect to attorney's fees provided by for covenant 7 the percentage shall be reasonable as determined by a court with jurisdiction.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinabove set forth. INSURANCE MAY BE REQUIRED AT A LATER DATE BY BENEFICIARY.

STATE OF NEVADA
COUNTY OF Clark } ss.

On May 19, 1989
Before me, a Notary Public, personally appeared
Robert Cornelus, Penny Cornelus and
Oscar T. Drews

Robert W. Cornelus
Robert Cornelus
Penny Cornelus
Penny Cornelus

Oscar T. Drews
Oscar T. Drews

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 and acknowledged that executed it.

Signature P.M. NASH (Notary Public)
(Notarial Seal)

Escrow No. 89-05-0519 PS

NEVADA TITLE COMPANY
WHEN RECORDED MAIL TO
Name Gilberto Machuca
Street Address c/o Nevada Title Company
City & State 3320 W. Sahara, Suite 200
Las Vegas, Nevada 89102
Collection Dept.

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE CO

05-23-89 08:00 CLK 1
BOOK: 890523 INST: 00413
FEE: 5.00 RPPT: .00
TRUST DEED
CONFORMED COPY HAS NOT BEEN COMPARED TO THE ORIGINAL

Nevada Title Company

NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST

Foreclosure Number: 98-07-1620 FCL

NOTICE IS HEREBY GIVEN:

That Nevada Title Company, a Nevada Corporation the current Trustee under a Deed of Trust dated MAY 17, 1989, executed by ROBERT CORNELUS AND PENNY CORNELUS, HUSBAND AND WIFE AND OSCAR T. DREWS, AN UNMARRIED MAN ALL AS JOINT TENANTS as Trustor, to secure obligations in favor of GILBERTO MACHUCA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as beneficiary, recorded MAY 23, 1989 in Book 890523, as Document number 00413, of Official Records CLARK County, Nevada.

That a breach of the obligations for which such Trust Deed is security has occurred in that:

The installment of principal and interest due on MARCH 23, 1998 and all subsequent installments which have not been paid, remain due, owing and delinquent.

Together with all sums (if any) advanced by the beneficiary and any interest accrued thereon to superior creditors to preserve the security of the beneficiary.

That by reason thereof, the undersigned, present beneficiary under such Trust Deed, has executed and delivered to said Trustee a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such trust deed and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATED this 31st day of AUGUST 1999

Gilberto Machuca
GILBERTO MACHUCA

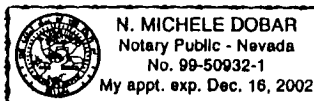
STATE OF: NEVADA

COUNTY OF: CLARK

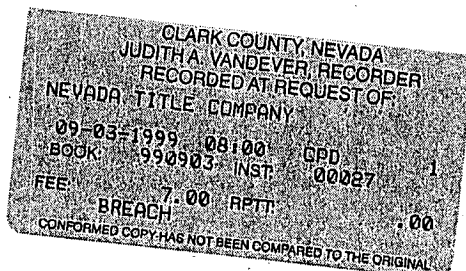
On SEPTEMBER 2, 1999, before me, a Notary Public,
personally appeared
GILBERTO MACHUCA

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document and acknowledged (he, ~~she~~//~~they~~) executed it.

Signature *N. Michele Dobar*
(Notary Public)



WHEN RECORDED MAIL TO:
NEVADA TITLE COMPANY
3320 W. SAHARA AVE. # 200
LAS VEGAS, NEVADA 89102



*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: PLANNING AND DEVELOPMENT****DIRECTOR: WILLARD TIM CHOW**☐**CONSENT**☐**DISCUSSION**

PLANNING & DEVELOPMENT DEPARTMENT PM SESSION INDEX:

DISCUSSION/ACTION ITEMSTENTATIVE MAP - PAIUTE CROSSING AT TULE SPRINGS95 **TM-45-99** - W. L. Homes, Limited Liability CompanySITE DEVELOPMENT PLAN REVIEW96 **Z-100-64(171)** - 528 Casino Center Trust97 **Z-75-90(17)** - Spectrum Commercial, LimitedEXTENSIONS OF TIME RELATED TO Z-75-90(17)98 **U-138-95(5)** - Spectrum Commercial, Limited99 **U-139-95(5)** - Spectrum Commercial, Limited100 **U-140-95(5)** - Spectrum Commercial, LimitedVACATION - PUBLIC HEARING101 **VAC-47-99** - Goldplated, Limited Liability Company102 **VAC-48-99** - Shepherd Hills Apartments, Limited PartnershipSIX MONTH REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING103 **ABEYANCE ITEM - U-154-98(1)** - Richard Sturman on behalf of Steve YonoONE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING104 **U-72-97(2)** - Laule Becker II on behalf of Frank Melaerts Jewelers

City of Las Vegas

PLANNING & DEVELOPMENT - Page Two

INDEX

City Council Meeting of December 1, 1999

SPECIAL USE PERMIT - PUBLIC HEARING

- 105 **ABEYANCE ITEM - U-101-99** - Primera Iglesia Pentacostal Unida
- 106 **U-88-99** - Cecil and Irene Johnson on behalf of Vincent Ducros
- 107 **U-104-99** - Hovsep and Tupou Zanzanian
- 108 **U-105-99** - Pini and Pnina Labouz
- 109 **U-106-99** - LM Mini-Storage, Limited Partnership
- 110 **U-107-99** - Bonanza/Lamb Business Park on behalf of Botanica Francisco 7 Rayos
- 111 **U-108-99** - Salim C. Rana Investments Corporation on behalf of MGH Trading, Inc.

WARD 3:

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 112 **GPA-32-99** - Patrick and Martha Bash, Et Al on behalf of Thompson Development Company, Inc.

REZONING RELATED TO GPA-32-99 - PUBLIC HEARING

- 113 **Z-65-99** - Patrick and Martha Bash, Et Al

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 114 **GPA-36-99** - Robert Perozzi, Et Al on behalf of National Church Residences

REZONING RELATED TO GPA-36-99 - PUBLIC HEARING

- 115 **Z-62-99** - National Church Residences

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 116 **GPA-25-99** - Robert L. And Cynthia E. Nolen
- 117 **GPA-27-99** - Economic Opportunity Board of Clark County

REZONING RELATED TO GPA-27-99 - PUBLIC HEARING

- 118 **Z-59-99** - Economic Opportunity Board of Clark County

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 119 **GPA-43-99** - Owens Equities, Limited Liability Company

REZONING RELATED TO GPA-43-99 - PUBLIC HEARING

- 120 **Z-66-99** - Owens Equities, Limited Liability Company

City of Las Vegas

PLANNING & DEVELOPMENT - Page Three

INDEX

City Council Meeting of December 1, 1999

WARD 4:

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 121 **GPA-26-99** - Calvin Owens and Lamb of God Lutheran Church

REZONING RELATED TO GPA-26-99 - PUBLIC HEARING

- 122 **Z-58-99** - Lamb of God Lutheran Church

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 123 **GPA-40-99** - LV Vegas Jones, Limited Liability Company on behalf of USA Properties Fund

REZONING RELATED TO GPA-40-99 - PUBLIC HEARING

- 124 **Z-61-99** - LV (Vegas/Jones), Limited Liability Company

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 125 **GPA-30-99** - Centennial Ranch, Limited Liability Company and Centennial 95 Limited Partnership on behalf of Montecito East, Limited Liability Company and Clifford and Donna Findlay Trust

- 126 **GPA-37-99** - Lozzi Enterprises, Inc. on behalf of Thomas Lozzi

- 127 **GPA-41-99** - Nevada Rainbow Limited Partnership, Et Al

WARD 1:

GENERAL PLAN AMENDMENT - PUBLIC HEARING

- 128 **GPA-28-99** - Huff 1993 Trust, Et Al on behalf of Laurich Properties, Inc.

REZONING RELATED TO GPA-28-99 - PUBLIC HEARING

- 129 **Z-55-99** - Huff 1993 Trust, Et Al

City of Las Vegas

PLANNING & DEVELOPMENT - Page Four

INDEX

City Council Meeting of December 1, 1999

- 130** VACATION RELATED TO GPA-28-99 - PUBLIC HEARING
VAC-43-99 - Huff 1993 Trust, Et Al
- 131** SPECIAL USE PERMIT RELATED TO GPA-28-99 - PUBLIC HEARING
U-98-99 - Huff 1993 Trust, Et Al on behalf of Laurich Properties, Inc.
- 132** SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-28-99
Z-55-99(1) - Huff 1993 Trust, Et Al
- 133** GENERAL PLAN AMENDMENT - PUBLIC HEARING
GPA-29-99 - American Stores Properties, Inc. on behalf of Fletcher Jones Imports
- 134** REZONING RELATED TO GPA-29-99 - PUBLIC HEARING
Z-56-99 - American Stores Properties, Inc.
- 135** SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-29-99
Z-56-99(1) - American Stores Properties, Inc.
- 136** GENERAL PLAN AMENDMENT - PUBLIC HEARING
GPA-34-99 - Lyle Brennan on behalf of Lyle B's, Inc.
- 137** REZONING RELATED TO GPA-34-99 - PUBLIC HEARING
Z-60-99 - Lyle Brennan
- 138** WARD 2:
GPA-39-99 - Pat J. And Yvonne Pellegrino

City of Las Vegas

Agenda Item No. 95

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: DECEMBER 1, 1999****DEPARTMENT: PLANNING AND DEVELOPMENT****DIRECTOR: WILLARD TIM CHOW**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

TENTATIVE MAP - TM-45-99 - PAIUTE CROSSING AT TULE SPRINGS - W. L. HOMES LIMITED LIABILITY COMPANY - Appeal of Condition No. 2 filed by John Laing Homes for a Tentative Map on property located adjacent to the north side of Racel Street, approximately 1,350 feet east of Durango Drive, R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units Per Acre), Size: 38.25 Acres, No. of Lots: 133, Ward 4 (Brown). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:**Planning Commission****0****Board of Zoning Adjustment****City Council****APPROVALS RECEIVED BEFORE:****Planning Commission****0****Board of Zoning Adjustment****City Council****RECOMMENDATION:**

Staff recommends Denial. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application -
3. Staff Report

MOTION:

BROWN - APPROVED the APPEAL, thereby APPROVING the Tentative Map subject to conditions - UNANIMOUS with L. McDONALD excused

NOTE: Subsequent to the meeting, it was clarified with the maker of the motion that the language of Condition #2 was amended to allow Buffalo Clan Circle and Hawk Clan Circle to be developed as cul-de-sacs.

MINUTES:

PAUL KENNER, John Laing Homes, 1601 South Rainbow Boulevard, Suite #160, felt strongly about being able to achieve the proposed open space, which is the core of the development that feeds the residential cul-de-sacs to the edge of the development. Increased traffic circulation is not necessary and the through street described in Condition No. 2 should not be imposed. COUNCILMAN BROWN indicated that his briefing on the property reflected that the Fire Department did not have any objection to the design proposed. Concerns regarding adequate accessibility by public vehicles have been addressed. He apologized to MR. KENNER for not contacting him earlier and recommended approval.

City of Las Vegas

Agenda Item No. 95

CITY COUNCIL MEETING OF DECEMBER 1, 1999 PLANNING & DEVELOPMENT ITEM 95 - TM-45-99

MINUTES – Continued:

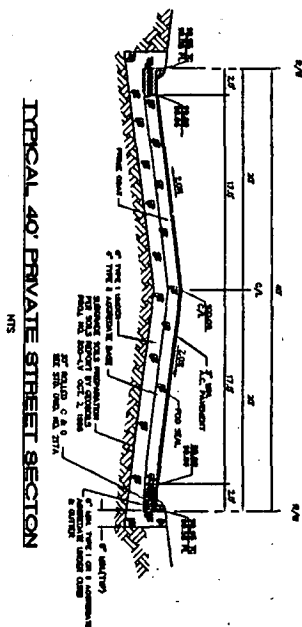
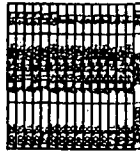
There was no further discussion.

(1:41 - 1:44)

2-978

CONDITIONS:

1. *The setbacks for all lots within this development shall be as follows: twenty (20) feet in the front, eighteen (18) feet in the rear, five (5) feet on each side, and fifteen (15) feet on the corner-side.*
2. The northernmost streets shown as Buffalo Clan Circle and Hawk Clan Circle in the subdivision shall be redesigned as a through street forming a loop configuration.
3. The streets shown as Eagle Clan Circle and Owl Clan Circle shall be shortened in length to provide more open space.
4. Condition #9 of Zoning Action Z-31-99 shall be revised to read as follows: Provide a public sewer stub at the north edge of this site at a location acceptable to the City Planning Engineer. Additionally, if public sewer does not exist in Racel Street at the time of development of this site, construct public sewer in Racel Street to the west edge of this site. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required off-site public sewer easements necessary to connect this site to the existing public sewer system (if any) have been granted to the City.
5. The proposed private entry drive shall be gated and shall be designed, located and constructed in accordance with City Standard Drawing #222a as required by the Department of Public Works.
6. Site development to comply with all applicable Conditions of Approval for Z-31-99.
7. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Planning Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first.



TYPICAL 40' PRIVATE STREET SECTION

五

-----	EXISTING CONTROL LINE (1" INTERVAL)
-----	CONCRETE BLOCK WALL
-----	NATURAL CORNER
-----	RETAINED WALL
-----	LINE
-----	DIRECTION AND PAIR OF SLOPE
-----	EXISTING WALL
-----	EXISTING LINE
-----	WATER LINE
-----	LOT LINE
-----	PROPERTY LINE

Legend



GRAPHIC SCALE



Call before you Overhead.
1-702-593-6111

Call before you D.I.g.
USA 1-800-227-2600
Outside U.S. 465-7581
©1994 D.I.G. Inc.

SHIRLEY C.
OF 1 96TH
OCEANOGRAPHY

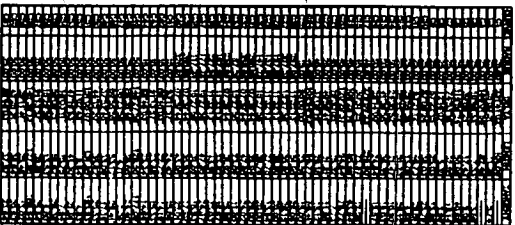
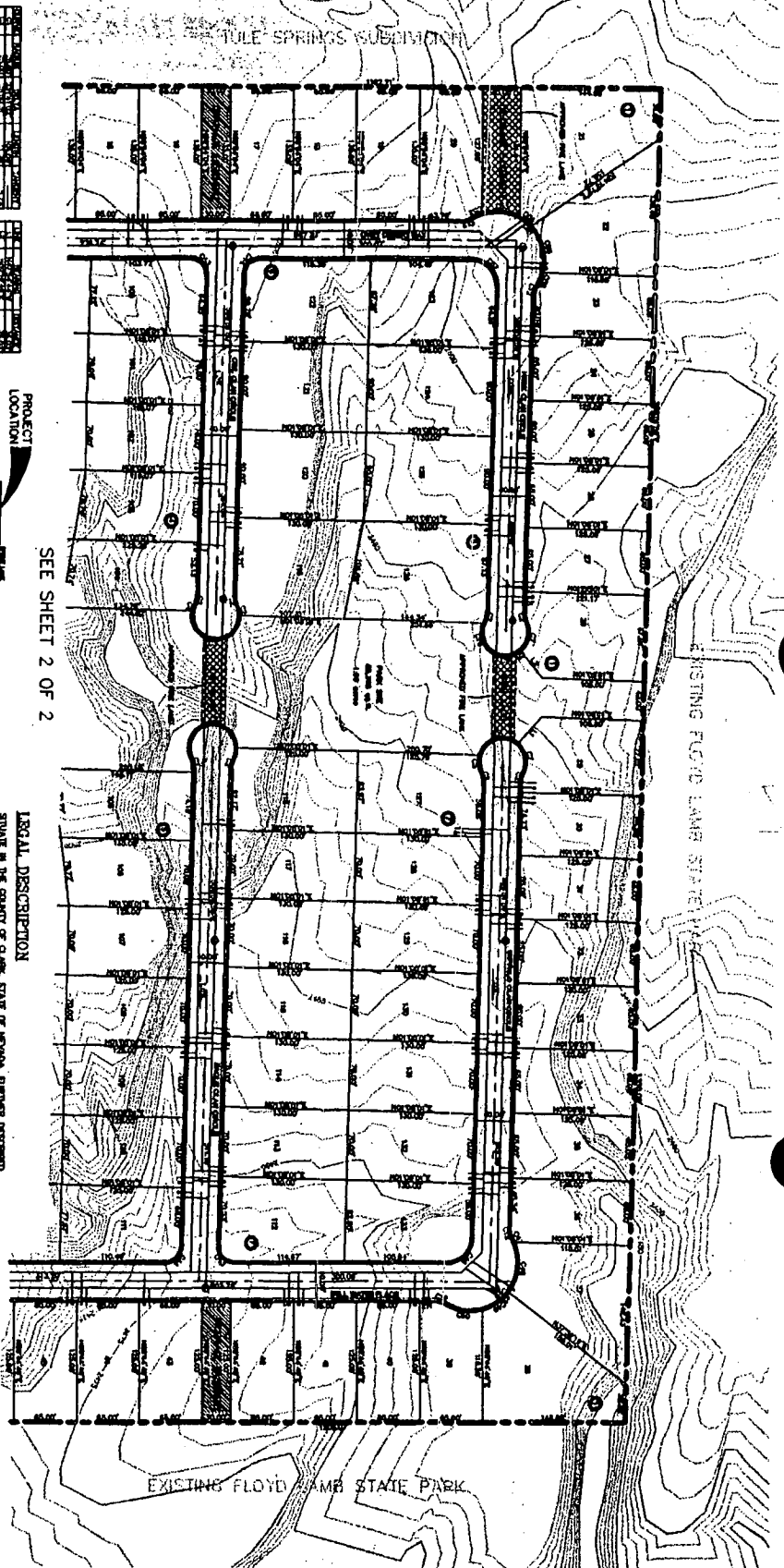
DRAWN BY:
P. Abel 9/72/99
 DESIGNED BY:
P. Abel 9/72/99
 CHECKED BY:
R. Luongo 9/72/99

SHEET:	PAIUTE CROSSING AT TULE SPRINGS
TITLE:	Tentative Map

W L Homes, LLC
1801 E. Rainbow Blvd., Suite 180
Las Vegas, Nevada 89148
(702) 256-2123

BARAJAS & ASSOCIATES
1001 E. CHARRON, STE. A-8
LAS VEGAS, NV 89128
(702) 360-4477

REV	DATE	BY	REVISION
-----	------	----	----------



LOCATION MAP

PROJECT LOCATION
SEE SHEET 2 OF 2

LEGAL DESCRIPTION

STATE IN THE COUNTY OF CLARK, STATE OF NEVADA, PARTS OF THE
THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF
SECTION 8, TOWNSHIP 13 SOUTH, RANGE 60 EAST, H20.24E.
EXCEPT THE INTEREST IN THE SOUTHWEST 1/4 OF SAID LAND AS COMVEED
TO CLARK COUNTY, NEVADA BY DEED RECORDED JANUARY 12, 1982 OF OFFICIAL
RECORDS AS PROJECT NO. 100000.
PARTS EXCEPTED THEREFROM THE NORTH 1/2 OF SAID LAND.

SEWER CONTRIBUTION

SEWER FLOW - 0.0123 MG
FORK FLOW - 0.0025 MG
CITY SEWER

UTILITIES

WATER MAIN - 12" DUCT IRON
SEWER MAIN - 12" DUCT IRON
GAS MAIN - 12" DUCT IRON
ELECTRIC MAIN - 12" DUCT IRON
CITY SEWER

BENCH MARK

CLARK COUNTY BENCHMARK 6210 2284
PART AND SOUTH 1/4 SECTION 8, T. 13 S. R. 60 E. AT THE
NORTHEAST CORNER OF HADISON AVE. AND CARMON ROAD.
ELEVATION - 3651.14 METERS (11974.78 FT.)
ELEVATION - 3651.14 U.S. SURVEY FEET (11974.78 FT.)

OWNER/SUBMITTER

W. L. HOMES, LLC
1001 S. RABBITO BLVD., SUITE 100
LAS VEGAS, NV 89146
PHONE (702) 350-4477
FAX (702) 350-4477

ENGINEER/SUPERVISOR

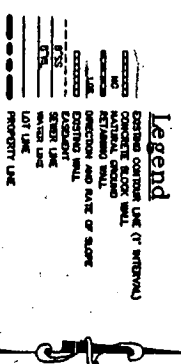
BARAJAS & ASSOCIATES
1001 S. CARMON, SUITE A-6
LAS VEGAS, NV 89128
PHONE (702) 350-4477
FAX (702) 350-4477

NOTE

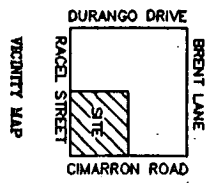
THESE ARE NOT EXISTING STRUCTURES
THESE WILL BE NO OTHER DOWNS
ON THIS SITE

SITE DATA

GROSS AREA - 14.25 ACRES
NET AREA - 13.00 ACRES
DENSITY - 1.54 UITS/ACRE
CARRYING CAPACITY - 100-1
OPEN SPACE PROVIDED - 10.00% OF TOTAL
OPEN SPACE PROVIDED - 10.00% OF TOTAL



STAFF
TM-45-99
10-28-99 PC



Call before you Overhead.
Call before you D ! g.
USA 1-800-277-2800
465-7511

DRAWN BY: P. ADAM 8/22/09 DESIGNED BY: P. ADAM 8/22/09 CHECKED BY: R. JONES 8/22/09	SHEET: 1 TITLE: PAIUTE CROSSING AT TULE SPRINGS Tentative Map	W. L. HOMES, LLC 1001 S. RABBITO BLVD., SUITE 100 LAS VEGAS, NEVADA 89146 (702) 350-4477	BARAJAS & ASSOCIATES 1001 S. CARMON, SUITE A-6 LAS VEGAS, NV 89128 (702) 350-4477
---	---	---	--

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 1, 1999****DEPARTMENT: PLANNING AND DEVELOPMENT DEPARTMENT****ITEM DESCRIPTION: TM-45-99 - Paiute Crossing at Tule Springs - W. L. Homes, Limited Liability Company**

**** CONDITIONS ****

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

1. *The setbacks for all lots within this development shall be as follows: twenty (20) feet in the front, eighteen (18) feet in the rear, five (5) feet on each side, and fifteen (15) feet on the corner-side.*
2. The northernmost streets shown as Buffalo Clan Circle and Hawk Clan Circle in the subdivision shall be redesigned as a through street forming a loop configuration.
3. The streets shown as Eagle Clan Circle and Owl Clan Circle shall be shortened in length to provide more open space.
4. Condition #9 of Zoning Action Z-31-99 shall be revised to read as follows: Provide a public sewer stub at the north edge of this site at a location acceptable to the City Planning Engineer. Additionally, if public sewer does not exist in Racel Street at the time of development of this site, construct public sewer in Racel Street to the west edge of this site. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required off-site public sewer easements necessary to connect this site to the existing public sewer system (if any) have been granted to the City.
5. The proposed private entry drive shall be gated and shall be designed, located and constructed in accordance with City Standard Drawing #222a as required by the Department of Public Works.
6. Site development to comply with all applicable Conditions of Approval for Z-31-99.
7. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Planning Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first.

TM-45-99 - Page Two
December 1, 1999 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST:

This is an appeal filed by John Laing Homes of Condition No. 2 of an approved Tentative Subdivision Map by W. L. Homes, Limited Liability Company, containing 133 single-family residential lots. The applicant is requesting that Condition No. 2 be deleted because the loop street it requires would bisect the proposed open space and reduce the "neighborhood feel" of the development.

BACKGROUND DATA:

- 08/18/99 The City Council approved a General Plan Amendment (GPA-16-99) from P (Park/Recreation/Open Space), to L (Low Density Residential).
- 08/18/99 The City Council approved a Rezoning (Z-31-99) from R-E (Residence Estates) to R-PD3 (Residential Planned Community - 3 Units Per Acre).
- 10/28/99 The Planning Commission approved a Tentative Map (TM-45-99) for a 133 lot single-family residential subdivision.

ANALYSIS AND FINDINGS:

Condition of Approval No. 2 of TM-45-99 requires that the northernmost street shown as Buffalo Clan Circle and Hawk Clan Circle on the subdivision map be redesigned as a through street forming a loop configuration. Staff finds the loop street configuration to be superior to the proposed cul-de-sacs because the loop street would provide for continuous travel within the development. The proposed cul-de-sacs are excessively long, approximately 1,400 and 1,600 feet, respectively, and terminate in bulbs too small for trash trucks and large delivery vehicles to turn around. The loop street would enable such vehicles to traverse the subdivision without having to back out of long cul-de-sacs or use garage driveways for turn-around maneuvers.

The applicant has included the two fire lanes as part of the open space being provided. Therefore, conversion of the northernmost fire lane into a segment of the private loop street would reduce the amount of open space. However, the lost open space could be recouped by decreasing the lengths of both cul-de-sacs immediately to the south which the applicant has already agreed to do. Should any additional open space need to be created, lots 28 and 29, which are currently depicted as oversized lots, could be reduced slightly.

TM-45-99 - Page Three
December 1, 1999 City Council Meeting

Staff also recommends that the newly formed loop street be slightly realigned to be curvilinear along its 1,055 foot length in order to provide visual relief to an otherwise long, straight street.

Although the Fire Department has accepted the cul-de-sac design with emergency crash gate access, the through street design is preferable.

Therefore, the staff recommendation is for denial of the appeal and retention of Condition No. 2 as approved by the Planning Commission with the added requirement that the loop street be made curvilinear.

PC NOTICES MAILED: N/A

APPROVALS: 0

PROTESTS: 0

1601 SOUTH RAINBOW
SUITE 160
LAS VEGAS, NV 89146
TEL 702.256.2323
FAX 702.256.4966

RECEIVED
CITY CLERK

1999 NOV -3 P 1:37



John Laing Homes
Hand crafted since 1848

November 3, 1999

City of Las Vegas – Current Planning
731 S. Fourth Street
Las Vegas, NV 89101

To Whom It May Concern:

John Laing Homes would like to submit this letter as our formal request to appeal the Paiute Crossing Tentative Map (45-99) to the Las Vegas City Council. As we stated at Planning Commission, John Laing Homes' only concern is that of Condition No. 2 of the recommendations of staff. This condition states, "The northernmost street shown as Buffalo Clan Circle and Hawk Clan Circle in the subdivision shall be designed as a through street forming a loop configuration."

John Laing Homes has specifically designed this subdivision in order to create a "neighborhood" feel, and the "private" streets and cul-de-sacs encourage this concept. The design of the project focused on the fact that we provided the required open space for the entire project as one contiguous parcel, centrally located in the middle of the site. By complying to staff recommendation of Condition No. 2, the open space that we have designed would be bisected by this through street, reducing what we feel is a very appealing park / open space area.

We have met with City Fire Department staff and they have approved our current layout showing the two streets as cul-de-sacs. Additionally, the drainage that will be conveyed through the site will not be adversely affected if the proposed street is not a through street. John Laing Homes is trying to create a neighborhood that is aesthetically pleasing. We feel by requiring the a through street the project would not have the continuity of the open space that we are trying to achieve.

We truly appreciate your consideration of this matter. If you have any questions or need additional information, please feel free to contact me at 256-2323.

Respectfully,
John Laing Homes

Paul Kenner
Vice President of Land Acquisition/Forward Planning



TM-45-99 - PAIUTE CROSSING AT TULE SPRINGS - W. L. HOMES LIMITED LIABILITY COMPANY
NORTH SIDE OF RACEL STREET, APPROXIMATELY 1,350 FEET EAST OF DURANGO DRIVE
OCTOBER 28, 1999 PLANNING COMMISSION

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 1999

DEPARTMENT: PLANNING AND DEVELOPMENT**DIRECTOR: WILLARD TIM CHOW**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

SITE DEVELOPMENT PLAN REVIEW - Z-100-64(171) - 528 CASINO CENTER TRUST
 - Request for a Site Development Plan Review on property located at 528 South Casino Center Boulevard FOR A PROPOSED 5,850 SQUARE FOOT, TWO-STORY OFFICE BUILDING, R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial), Size: 0.16 Acres, Ward 1 (McDonald), APN: 139-34-311-048. The Planning Commission (4-2 vote) and staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:**Planning Commission****0****Board of Zoning Adjustment****City Council****APPROVALS RECEIVED BEFORE:****Planning Commission****0****Board of Zoning Adjustment****City Council****RECOMMENDATION:**

The Planning Commission (4-2 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application-
3. Staff Report

MOTION:

M. McDONALD - APPROVED subject to conditions - UNANIMOUS with L. McDONALD excused and GOODMAN abstaining to avoid any possible conflict as he owns property near Casino Center and Bonneville

MINUTES:

MAYOR GOODMAN announced that he would be abstaining to avoid any possible conflict because he owns property near Casino Center and Bonneville.

RICHARD HAYTE, 10705 E. Arbor Avenue, concurred with the conditions. However, he indicated that Condition No. 1 would create a difficulty because there is a lack of parking on the site. He intends to try and purchase nearby property to the north for construction of a subterranean parking structure, adding approximately 15 parking spaces to bring the application into compliance with parking codes. A decision as to the purchase of the property should be made by the middle of January 2000.

CITY COUNCIL MEETING OF DECEMBER 1, 1999
PLANNING & DEVELOPMENT
ITEM 96 - Z-100-64(171)

MINUTES - Continued:

DAVID PETROVICH, Current Planning Supervisor, Planning and Development Department, and CHERI EDELMAN, Engineer, Public Works Department, indicated that MR. HAYTE's comments were acceptable.

No one appeared in opposition.

There was no further discussion.

(1:44 - 1:46)

2-1093

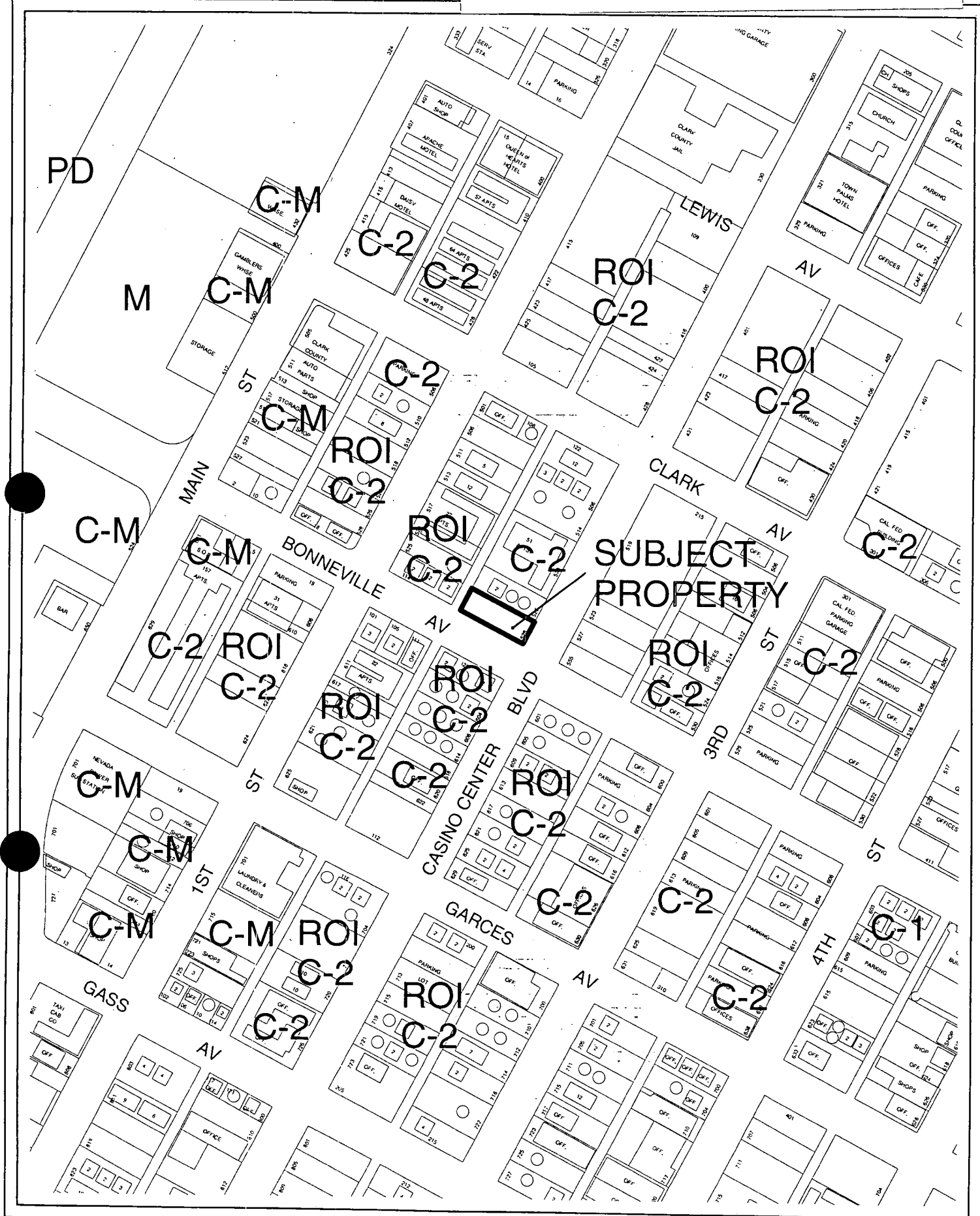
CONDITIONS:

1. A plan for off-site parking, acceptable to the Planning Director, shall be submitted to and approved by the Planning and Development Department prior to issuance of any building or grading permits. Compliance with the recommendations of the approved off-site parking plan shall be reflected in any construction plans or the issuance of any permits prior to occupancy of the site.
2. The landscape plan shall be revised to depict a minimum of three 24 inch box trees along Casino Center Boulevard and a minimum of seven 24 inch box trees along Bonneville Avenue. Minimum five-foot wide planters shall also be depicted within the property boundary at the driveway entrance off of Bonneville Avenue. A Reversionary Map to revert the underlying lots to average shall record prior to the issuance of any permits for this site as required by the Department of Public Works.
3. Double roofing material, other than asphalt shingles, shall be used on the building.
4. Dedicate a 10 foot radius on the northwest corner of Casino Center Boulevard and Bonneville Avenue prior to the issuance of any permits as required by the Department of Public Works.
5. Construct a handicap ramp on the northwest corner of Casino Center Boulevard and Bonneville Avenue concurrent with development of this site as required by the Department of Public Works.
6. Remove all substandard public street and alley improvements and unused driveway cuts, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities as required by the Department of Public Works.

CITY COUNCIL MEETING OF DECEMBER 1, 1999
PLANNING & DEVELOPMENT
ITEM 96 - Z-100-64(171)

CONDITIONS - Continued:

7. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.
8. A Traffic Impact Analysis shall be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The City shall determine traffic signal contribution requirements based upon information provided in the approved Traffic Impact Analysis; such monies shall be contributed prior to the issuance of any permits. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 and #234.2 to determine additional right-of-way requirements adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site. Alternatively, in lieu of a Traffic Impact Analysis, the applicant may participate in a reasonable alternative mutually acceptable to the applicant and the Department of Public Works. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. The City reserves the right to utilize the contributed traffic monies for the installation of traffic signals at any intersection within this general vicinity which is impacted by this development.
9. Landscape and maintain all unimproved right-of-way on Casino Center Boulevard and Bonneville Avenue adjacent to this site as required by the Department of Public Works.
10. Submit an Encroachment Agreement for all landscaping and private improvements located in the Casino Center Boulevard and Bonneville Avenue public right-of-way adjacent to this site prior to occupancy of this site as required by the Department of Public Works.



CASE: Z-100-64(171)

0

300

600

900 Feet



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 1, 1999****DEPARTMENT: PLANNING AND DEVELOPMENT DEPARTMENT****ITEM DESCRIPTION: Z-100-64(171) - 528 Casino Center Trust**

**** CONDITIONS ****

The Planning Commission (4-2 vote) and staff recommend APPROVAL, subject to:

1. A plan for off-site parking, acceptable to the Planning Director, shall be submitted to and approved by the Planning and Development Department prior to issuance of any building or grading permits. Compliance with the recommendations of the approved off-site parking plan shall be reflected in any construction plans or the issuance of any permits prior to occupancy of the site.
2. The landscape plan shall be revised to depict a minimum of three 24 inch box trees along Casino Center Boulevard and a minimum of seven 24 inch box trees along Bonneville Avenue. Minimum five-foot wide planters shall also be depicted within the property boundary at the driveway entrance off of Bonneville Avenue. A Reversionary Map to revert the underlying lots to average shall record prior to the issuance of any permits for this site as required by the Department of Public Works.
3. Double roofing material, other than asphalt shingles, shall be used on the building.
4. Dedicate a 10 foot radius on the northwest corner of Casino Center Boulevard and Bonneville Avenue prior to the issuance of any permits as required by the Department of Public Works.
5. Construct a handicap ramp on the northwest corner of Casino Center Boulevard and Bonneville Avenue concurrent with development of this site as required by the Department of Public Works.
6. Remove all substandard public street and alley improvements and unused driveway cuts, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities as required by the Department of Public Works.
7. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.

Z-100-64(171) - Page Two

December 1, 1999 City Council Meeting

8. A Traffic Impact Analysis shall be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The City shall determine traffic signal contribution requirements based upon information provided in the approved Traffic Impact Analysis; such monies shall be contributed prior to the issuance of any permits. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 and #234.2 to determine additional right-of-way requirements adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site. Alternatively, in lieu of a Traffic Impact Analysis, the applicant may participate in a reasonable alternative mutually acceptable to the applicant and the Department of Public Works. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. The City reserves the right to utilize the contributed traffic monies for the installation of traffic signals at any intersection within this general vicinity which is impacted by this development.
9. Landscape and maintain all unimproved right-of-way on Casino Center Boulevard and Bonneville Avenue adjacent to this site as required by the Department of Public Works.
10. Submit an Encroachment Agreement for all landscaping and private improvements located in the Casino Center Boulevard and Bonneville Avenue public right-of-way adjacent to this site prior to occupancy of this site as required by the Department of Public Works.

Z-100-64(171) - Page Three
December 1, 1999 City Council Meeting

** STAFF REPORT **

APPLICATION REQUEST:

The request is a Site Development Plan Review of a 5,850 square foot office building proposed for a 7,000 square-foot site located adjacent to the northwest corner of the Bonneville Avenue and Casino Center Boulevard intersection.

BACKGROUND DATA:

- 03/05/80 The City Council approved a Redevelopment Plan for this site as part of the larger downtown area.
- 01/22/86 The City Council approved a legal description of the Downtown Redevelopment Area including this site as part of a larger area.

DETAILS OF APPLICATION REQUEST:

Site Area:	0.16	Acre
Building Area Total:	5,850	Square Feet
Office:	3,654	Square Feet
Building Height:	32	Feet (2 stories)
Parking Required:	20	Spaces (including 1 handicap accessible)
Parking Provided:	7	Spaces (including 1 handicap accessible)

Access to the site will be via one driveway off of Bonneville Avenue. Site landscaping will be located within a ten foot wide planter along Bonneville Avenue, and within a seven foot-wide planter along the eastern site boundary abutting Casino Center Boulevard, incorporating minimum 24 inch box evergreen and deciduous trees. The planters are also depicted with a mixture of sod and desert landscaping species.

The elevations submitted depict Colonial Revival architecture, with brick veneer on the ground floor facade, and wood lap siding on the second floor and pitched roof facades. On the south and east elevations, facing the abutting streets, the second floor will have covered balconies with wrought iron railings. Window openings on both levels will be framed with shutters.

Z-100-64(171) - Page Four
December 1, 1999 City Council Meeting

ZONING AND LAND USE OF ADJACENT PROPERTIES:

North	R-4 (High Density Residential) ROI to C-2 (General Commercial)	Multi-Family Residential
South	R-4 (High Density Residential) ROI to C-2 (General Commercial)	Multi-Family Residential
East	R-4 (High Density Residential) ROI to C-V (Civic)	Commercial, Undeveloped
West	R-4 (High Density Residential) ROI to C-2 (General Commercial)	Multi-Family Residential

ANALYSIS AND FINDINGS:

USE:

The Las Vegas Redevelopment Plan (Article V, Map 9) describes and illustrates permissible land uses within the redevelopment area. The subject site is within the Office Civic Core sub-district. The proposed use will be consistent with this land use designation. Staff finds the office use will differ from the predominant multi-family residential nature of the surrounding area, and could encourage redevelopment of other properties in the area to office and supporting retail uses.

ZONING:

Las Vegas Municipal Code Section 19A.10.010(F) lists parking requirements for office uses at one space for each 300 square feet. The proposed 5,850 square foot building will require 20 off-street parking spaces. The site plan depicts seven parking spaces; therefore, staff finds that the applicant must secure additional parking off-site, within a 300 foot radius, for the proposed use per the off-site parking standards of Las Vegas Municipal Code Section 19A.10.010(H). The plan for off-site parking must be deemed acceptable to the Planning Director.

Las Vegas Municipal Code Section 19A.08.050 provides commercial development standards, including minimum building setbacks for the front, side, corner side, and rear in the C-2 (General Commercial) zone of 20 feet, 10 feet, 15 feet, and 20 feet, respectively. The site plan depicts building setbacks for the front and corner side of five feet from the property line. Strict application of the minimum setback requirements for new development in the Redevelopment Area has generally been waived by the Planning Director, Planning Commission and City Council in order to encourage building and site design more conducive to an urban, pedestrian environment consistent with the intent of the Redevelopment Plan. Staff finds the proposed smaller setbacks is a design more conducive to an urban, pedestrian environment.

Z-100-64(171) - Page Five
December 1, 1999 City Council Meeting

LANDSCAPING:

The landscape plan should be revised depict a minimum of three 24-inch box trees along Casino Center Boulevard and a minimum of seven 24-inch box trees along Bonneville Avenue. Minimum five-foot wide planters should also be depicted within the property boundary at the driveway entrance off of Bonneville Avenue.

FINDINGS:

In order to approve a Site Development Plan Review application, Las Vegas Municipal Code Section 19A.18.050 requires the Planning Commission or City Council to affirm the following:

1. **"The proposed development is compatible with adjacent development and development in the area".**

Staff finds the proposed use will be compatible with surrounding multi-family residential uses and will encourage other office development, and development of retail and service uses supporting office uses, in the surrounding area.

2. **"The proposed development is consistent with the General Plan, Title 19A, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted City plans, policies and standards".**

Staff finds the proposed site design will locate the building relatively close to the adjacent streets, a design conducive to an urban, pedestrian environment.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic".**

Staff finds the single access point off Bonneville Avenue, will not create conflict with through-traffic on the adjacent streets.

4. **"Building and landscape materials are appropriate for the area and for the City".**

Staff finds the proposed project, as amended by the conditions identified below regarding site landscaping and mechanical equipment screening will provide an appropriate appearance of the site from surrounding streets.

5. **"Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create and orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area".**

Z-100-64(171) - Page Six
December 1, 1999 City Council Meeting

Staff finds the elevations submitted depict Colonial Revival architecture, with brick veneer on the ground floor facade, and wood lap siding on the second floor and pitched roof facades. The building elevations will create a different design than generally found in the Redevelopment Area, and will therefore create visual interest.

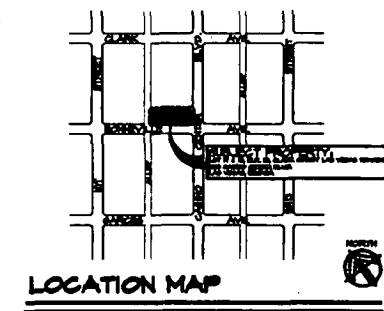
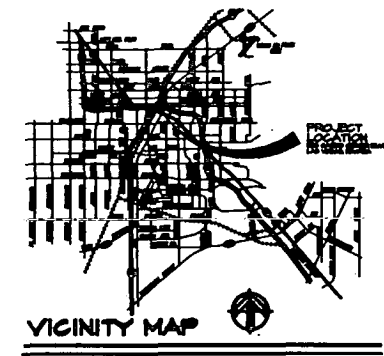
6. **“Appropriate measures are taken to secure and protect the public health, safety and general welfare”.**

The proposed office use will be subject to regular inspection and licensing by City staff, and will therefore not create a hazard to the public health, safety or welfare.

PC NOTICES MAILED: N/A

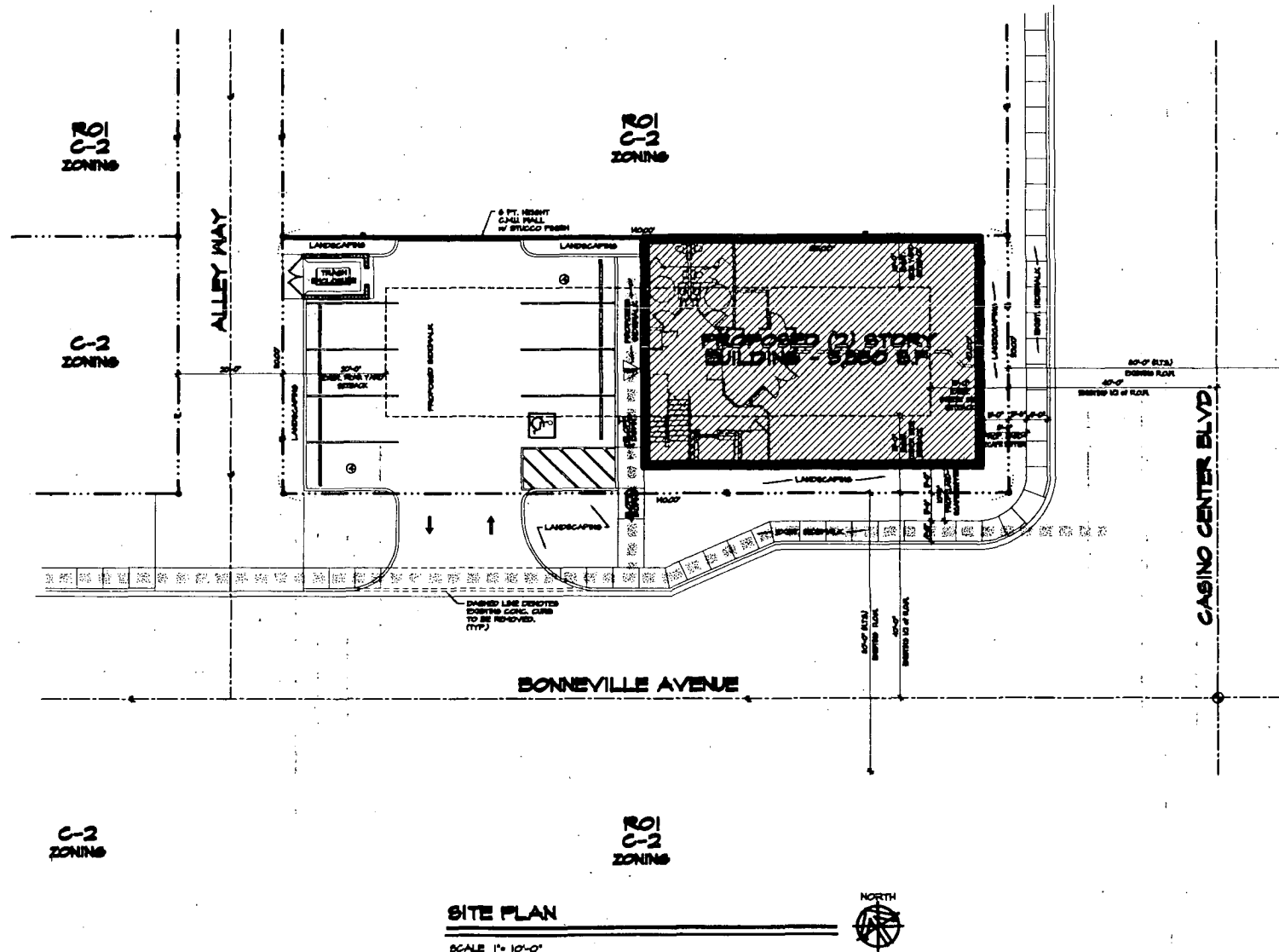
APPROVALS: 0

PROTESTS: 0



PROJECT DATA:

CODE ANALYSIS:	1,000 S.F. (2444 ACRES)
SITE AREA:	R-4 UNDER RESOLUTION OF INTENT TO C-2
SITE COVERAGE:	50%
BUILDING AREA:	3,000 S.F. EACH FLOOR = 6,000 S.F. TOTAL
LOCAL JURISDICTION:	LAS VEGAS, NEVADA
UNIFORM BUILDING CODE:	1997 EDITION
OCCUPANCY CLASSIFICATION:	OF
TYPE OF CONSTRUCTION:	V-R
NUMBER OF OCCUPANTS /	OFFICE AREA
ENTRANCE REQUIREMENTS:	FIRST FLOOR = 1,000 S.F.
	SECOND FLOOR = 1,000 S.F.
	TOTAL OFFICE SPACE = 2,000 S.F.
	PERMITS REQUIRED:
	1,000 S.F. / 1,000 S.F. = 20 OCC.
	20 OCC. / 20
	(1) BATHS REQUIRED / (2) BATHS PROVIDED
	PERMITS REQUIRED:
	1,000 S.F. / 1,000 S.F. = 20 OCC.
	20 OCC. / 20
	(1) BATHS REQUIRED / (2) BATHS PROVIDED
	TOTAL = 20 OCC.
PARKING:	BUILDING AREA = 6,000 S.F.
	6,000 S.F. / 300 = 20 SPACES
	20 SPACES REQUIRED - 20 SPACES PROVIDED
	1 BATH SPACE REQUIRED - VAN ACCESSIBLE
	1 BATH PROVIDED - VAN ACCESSIBLE



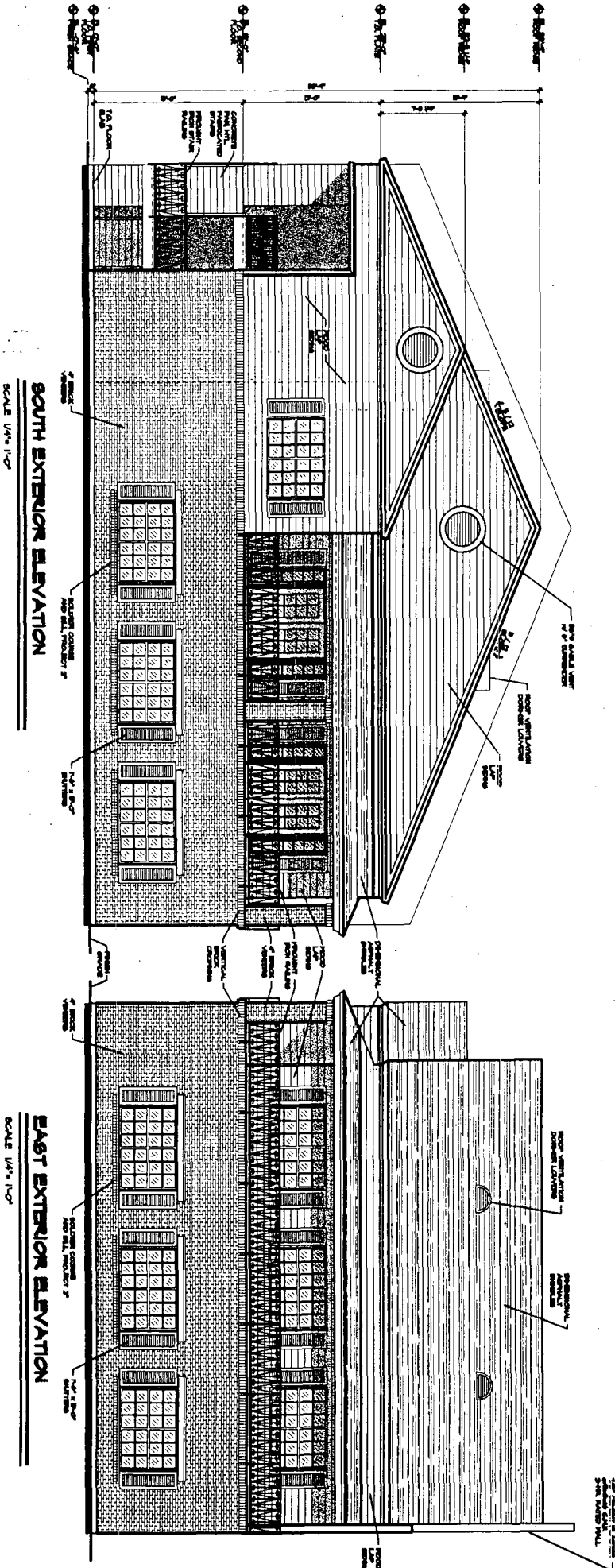
TIBERTI - BLOOD OFFICE BUILDING

Z-100-64(171)

528 CASINO CENTER BLVD. LAS VEGAS, NEVADA

TIBERTI - BLOOD OFFICE BUILDING

Z-100-64(171)





Z-100-64(171) - 528 CASINO CENTER TRUST
580 SOUTH CASINO CENTER BOULEVARD
OCTOBER 28, 1999 PLANNING COMMISSION