

City of Las Vegas

Agenda Item No. 69

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: CITY ATTORNEY**Agenda Item No.:****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-107-99 - Approval of a Resolution Directing the Director of Public Works to prepare and file preliminary plans, estimate of cost, and an assessment plat map in connection with proposed SID 1476 - (Town Center Frontage Area)

Fiscal Impact☒**No Impact****Amount: N/A**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source: Levy of Special Assessments****PURPOSE/BACKGROUND:**

Installation of full-width pavement, medians, storm drain facilities, traffic control devices, curb and gutter, street lights, driveways, and sewer and water utility laterals and main extensions along portions of the Town Center frontage road system. Costs will be recovered over a 10 year period.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-107-99.

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

Summary - a resolution initiating proceedings in the City of Las Vegas, Nevada, Special Improvement District No. 1476 (Town Center Area Frontage Road)

RESOLUTION NO. R-107-99

A RESOLUTION DIRECTING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS ON BEHALF OF THE CITY OF LAS VEGAS TO PREPARE AND FILE WITH THE CITY CLERK, PRELIMINARY PLANS, ESTIMATE OF COSTS, AND AN ASSESSMENT PLAT IN CONNECTION WITH A PROPOSED PROJECT IN THE CITY'S SPECIAL IMPROVEMENT DISTRICT NO. 1476 (TOWN CENTER AREA FRONTAGE ROAD) PURSUANT TO THE CONSOLIDATED LOCAL IMPROVEMENTS LAW, AND ALL LAWS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Las Vegas in the State of Nevada (the "City" and "State," respectively) is a political subdivision of the State duly organized and operating under the provisions of its Charter, and all laws amendatory thereof (the "Charter"); and

WHEREAS, the City Council of the City of Las Vegas (herein the "Council" or the "Governing Body") has determined and does hereby declare, that it is necessary and for the best interest of the City and the inhabitants thereof and that the interest of the City requires the acquisition and improvement of a project as hereinafter described (the "Project"); and

WHEREAS, for the purpose of designation and identification it is desirable that the hereinafter described Project, as well as the lots, tracts, and parcels of land to be assessed therefore, be known and identified as "City of Las Vegas, Nevada, Special Improvement District No. 1476 (Town Center Area Frontage Road)."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES RESOLVE:

Section 1. The City's Department of Public works (herein the "Engineer") is hereby directed to make out and file at the Office of the Clerk of the City, in connection with the improvements and with the proposed City of Las Vegas, Nevada, Special Improvement District No. 1476 (Town Center Area Frontage Road) preliminary plans showing a typical section of the contemplated improvements, the type or types of material, approximate thickness and wideness, and a preliminary estimate of the total cost (including all incidental costs), and a preliminary estimate of the portion of the total cost to be assessed for the acquisition and improvement of the

Project which is described as follows:

The frontage road improvements will include full-width pavement, medians, storm drain facilities, traffic control devices, curb and gutter, streetlights, driveways, and sewer and water utility laterals and main extensions within 72 feet of the proposed 90 feet of right-of-way along the frontage road. The additional 18 feet of right-of-way is composed of 9 foot amenity zones on either side of the frontage road. (The improvements to the amenity zone are not a part of the Project).

The location of the above improvements, by quadrant are generally described as follows:

Northwest Quadrant

Starting from the center of the Elkhorn Road overpass over U.S. 95, proceeding westerly to a point approximately 900 feet east of the intersection of the Elkhorn Road and El Capitan Way, then southerly to the intersection of Durango Drive and Centennial Parkway, then easterly approximately 1320 feet. (approximately 8,265 feet).

Northeast Quadrant

Starting from the center of the Elkhorn Road overpass over U.S. 95, proceeding easterly approximately 1,380 feet, then southerly approximately 9,820 feet adjacent to U.S. Highway 95 and the future beltway alignment to the intersection of Centennial Parkway and Tenaya Way. (approximately 11,200 feet).

Southeast Quadrant

Starting from the westerly touchdown point of the Tropical Parkway overpass over U.S. 95 easterly to the intersection of Tenaya Way and Azure Drive. (approximately 3,945 feet).

Section 2. The acquisition of the improvements shall constitute one or more assessment units within the improvement district, as described in Section 1 hereof, such determination of the number of assessment units to be made based upon the preliminary plans.

Section 3. Except as shown on the preliminary plans to be filed by the Engineer in the office of the City Clerk, the character of such improvements shall be as described above.

Section 4. The boundaries of the District shall be the project as described above and all property which fronts on the roads comprising the Project as described above and all property which abuts any other property in the District which is under common ownership with the property in the District which it abuts.

Section 5. The Engineer is hereby directed to estimate the cost of each type of construction in a lump sum or by unit prices, as to such Engineer may seem most desirable for the construction or installation of the improvements complete in place. Such preliminary estimate of costs shall also include, without limiting the generality of the foregoing, the advertising, appraising, engineering, legal, interest on interim warrants, if any, printing, discount on local improvement bonds, if necessary, and such other expenses as in the judgment of such Engineer is necessary or essential to the completion of such work or improvement attributable to the costs in the District and the payment of the cost thereof. The entire cost of the Project is of special benefit and all of such costs shall be paid by special assessments against the lots, tracts and parcels of land benefited.

Section 6. The Engineer is hereby directed to prepare and file with the City Clerk an assessment plat showing the area to be assessed, the market value, and a description of each lot, tract or parcel of land, the name and address of each owner, and the amount of estimated maximum benefits to be assessed against each lot, tract or parcel of land, i.e., assessments are to be levied against each lot, tract or parcel of land within the boundaries of the District, for improvements designated herein on an acreage basis. (i.e., each piece will be assessed in the same ratio as that parcel's area bears to the area of all assessable property in the District.) The assessment is to be made upon all tracts benefited by the Project proportionately to the benefits received. Any lot, tract or parcel of land not specifically benefitted by the improvements will be designated so that assessments according to benefits are equal and uniform, such being the basis of assessments as designated by the Council.

Section 7. The Engineer is hereby directed to prepare for the Council a report on benefits. Such report is to contain information concerning whether the public convenience and necessity require the creation of the District, and require the construction of the Project. The report should also contain information on whether the creation of the District will be

economically sound and feasible, and whether the amount of the enhanced market value of each of the benefited lots and tracts will exceed the proposed amount of assessment.

Section 8. All action taken by the Council in connection with the District shall be taken in conformity with the provisions of Chapter 271, Nevada Revised Statutes.

Section 9. All action, proceedings, matters and things heretofore taken, had and done by the City and the Officers thereof (not inconsistent with the provisions of this resolution) concerning the District be, and the same hereby are, ratified, approved and confirmed.

Section 10. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 11. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

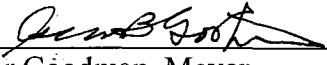
Section 12. The invalidity of any section, paragraph, clause or provision of this resolution shall not affect any remaining provisions hereof.

PASSED AND ADOPTED this December 15, 1999.

(SEAL)

Attest:


Barbara Jo Ronemus, City Clerk


Oscar Goodman, Mayor

OK  12/30/99
Deputy City Attorney

STATE OF NEVADA)
)
 CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on December 15, 1999.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

Oscar Goodman

Michael J. McDonald

Gary Reese

Larry Brown

Lynette Boggs McDonald

Those Voting Nay:

NONE

Those Absent:

NONE

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Senior Citizens Center
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Downtown Transportation Center
Las Vegas, Nevada

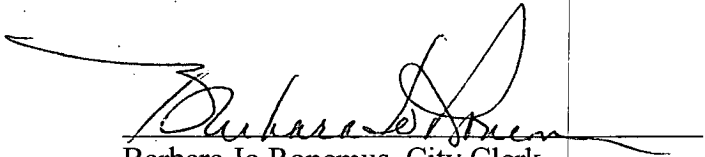
and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on December 15, 1999 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this December 15,
1999.


Barbara Jo Ronemus, City Clerk

(SEAL)

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

PUBLIC WORKS DEPARTMENT - CONSENT

57. Approval of a Drainage Facility and Waterway Agreement from Union Pacific Railroad Company for portions of the East Half (E ½) of Section 33, T20S, R61E, M.D.M., for additional drainage channel improvements along the east side of the I-15 Freeway located between Charleston Boulevard and Bonneville Avenue (\$540,431/Clark County Regional Flood Control District)
58. Approval of a Grant Deed from New Homes, LLC., A Nevada Limited Liability Company for a portion of the Northeast Quarter (NE ¼) of Section 36, T19S, R60E, M.D.M., for additional rights of way on Ann Road, West of Decatur Boulevard (11-23-99) 125-25-801-003, 004
59. Approval of a Grant Deed from GLK Holding V Jones-Azure, LLC, for portions of the Northeast Quarter (NE ¼) of Section 26, T19S, R60E, M.D.M., for the Jones Boulevard Improvement Project (11-11-99) 125-26-602-001
60. Approval of a interlocal contract with Clark County Regional Flood Control District for construction of the Freeway Channel - Alta Drive to Sahara Avenue and bypass facility from Wall Street to Sahara Avenue (\$3,800,000/Sanitation Enterprise Fund)
61. Approval of an interlocal contract with Clark County Regional Flood Control District for construction of the Gowan North System - Buffalo Branch (Buffalo Drive and Craig Road) (\$189,903/Clark County Regional Flood Control District)
62. Approval of a interlocal contract with the Clark County Regional Flood Control District for construction management for Rancho Road System from Centennial Parkway to Rancho Detention Basin (\$30,000/Clark County Regional Flood Control District)
63. Approval of a third supplemental interlocal contract with Clark County Regional Flood Control District for the construction of the Angel Park Detention Basin Expansion (\$729,500/Clark County Regional Flood Control District)
64. Approval of a supplemental interlocal contract with Clark County Regional Flood Control District for the engineering design and right-of-way design of the Las Vegas Wash Rancho Drive System (Peak Drive to Lake Mead Drive) (\$45,000/Clark County Regional Flood Control District)
65. Approval of a third supplemental interlocal contract with Clark County Regional Flood Control District for engineering design, right-of-way design and acquisition for the Freeway Channel - Alta Drive to Sahara Avenue and Bypass Facility from Wall Street to Sahara Avenue (Redistribution of Funds)
66. Approval of encroachment request for Dan Muirhead on behalf of Ray & Alma School, LLC, owner, (Northeast corner of West Craig Road and North Tenaya Way)
67. Approval of a professional services agreement with Lee & Sakahara Architects for design services for Council Chambers Renovation (\$50,000/City Facilities Capital Project Fund)
68. Approval of an engineering design services agreement with Sverdrup Civil, Inc. for engineering design services for the Rainbow Boulevard Road Improvements (\$757,250/Regional Transportation Commission and City of Las Vegas Special Improvement District)

RESOLUTIONS - CONSENT

69. **R-107-99** - Approval of a Resolution Directing the Director of Public Works to prepare and file preliminary plans, estimate of cost, and an assessment plat map in connection with proposed SID 1476 - (Town Center Frontage Area)
70. **R-108-99** - Approval of a Resolution Adopting a Revised Map of Park Districts Under the City's Residential Construction Tax Ordinance

City of Las Vegas

Agenda Item No. 70

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-108-99 - Approval of a Resolution Adopting a Revised Map of Park Districts Under the City's Residential Construction Tax Ordinance

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

In 1996 the City Council amended the Boundaries of the City's park districts to coincide with the four Council wards. This Resolution will adopt a revised map to show six park districts, again to coincide with the Council wards as they will exist on January 1, 2000.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-108-99

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

R-108-99

RESOLUTION ADOPTING A REVISED MAP OF PARK DISTRICTS
UNDER THE CITY'S RESIDENTIAL CONSTRUCTION TAX ORDINANCE

WHEREAS, on September 4, 1996, the City Council adopted a resolution (R-62-96) to amend the map of the City's park districts, as authorized by LVMC Chapter 4.24, to coincide with the four City Council wards; and

WHEREAS, commencing on January 1, 2000, the number of City Council wards will increase from four to six; and

WHEREAS, the City Council desires to adopt a revised map of park districts to indicate the addition of two park districts and to continue to have the boundaries of the six park districts coincide with the boundaries of the six Council wards.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

1. The map entitled "City Council Wards/Park Districts" which is attached hereto, is hereby adopted, to be effective as of January 1, 2000. Except as otherwise provided in Paragraph 2 below, the attached map shall replace and supersede any previous map of park districts.

2. With regard to residential construction tax funds collected before January 1, 2000, City staff is authorized and directed to continue to allocate those funds to, and expend those funds within, the park districts as they exist on the date of this Resolution.

3. With regard to residential construction tax funds collected on or after January 1,

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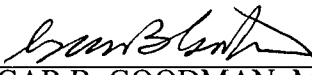
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2000, City staff is authorized and directed to allocate those funds to, and expend those funds within,
the park districts established by this Resolution.

PASSED, ADOPTED and APPROVED this 15th day of December, 1999.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

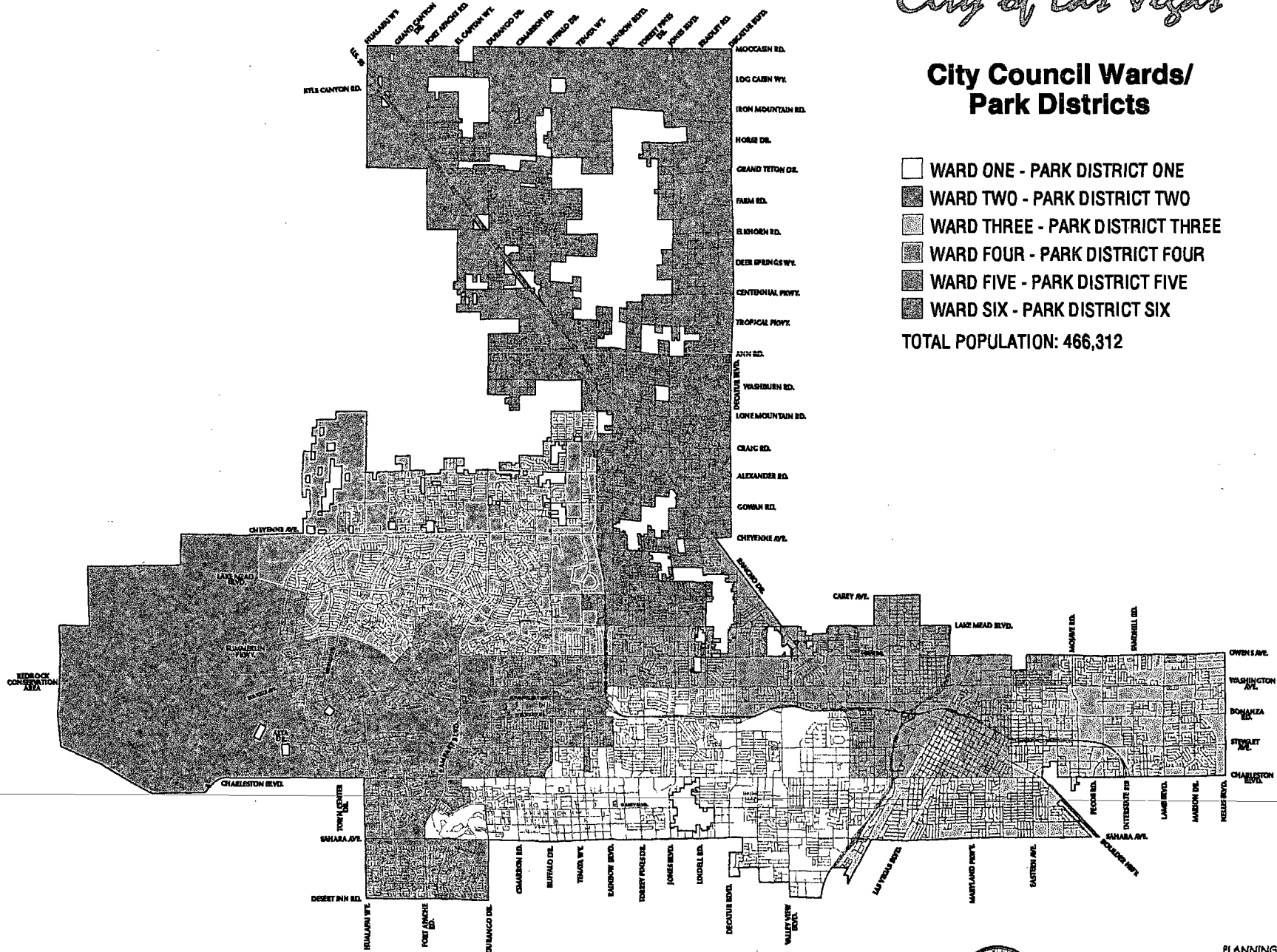
Valsted 12-3-99
Date

City of Las Vegas

City Council Wards/ Park Districts

-  WARD ONE - PARK DISTRICT ONE
-  WARD TWO - PARK DISTRICT TWO
-  WARD THREE - PARK DISTRICT THREE
-  WARD FOUR - PARK DISTRICT FOUR
-  WARD FIVE - PARK DISTRICT FIVE
-  WARD SIX - PARK DISTRICT SIX

TOTAL POPULATION: 466,312



0 1750 3500 5250 7000
SCALE IN FEET

Council Ward Adoption Date: 10/06/99
Ordinance No# 5177

Revised 11/28/00



GIS maps are currently produced only to assist the public in the City. Due to continuous development activity this map is for reference only. Geographic Information System
Copyright 1999
100-455-4025

Printed 01 December 1999



City of Las Vegas

Agenda Item No. 71

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-109-99 - Approval of a Resolution Making Provisional Order and Directing the Notice of Hearing thereon be given re: Special Improvement District No. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard).

Fiscal Impact☒**No Impact****Amount: \$58,781.98**☐**Budget Funds Available****Dept./Division: N/A**☐**Augmentation Required****Funding Source: Levy of Special Assessments****PURPOSE/BACKGROUND:**

Installation of pavement, curb and gutter, sidewalk, street lights, commercial (option "B") driveway, water and sewer laterals. Costs will be recovered over a 10 year period.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-109-99.

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

RESOLUTION NO. R-109-99

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. 1475 - WESTCLIFF DRIVE (CIMARRON ROAD TO RAINBOW BOULEVARD); AND CALLING A HEARING ON THE PROJECT.

Summary: Provisional Order

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, a Sanitary Sewer Project as defined in N.R.S. 271.200 and a Water Project as defined in N.R.S. 271.250 (collectively, hereinafter the "Project"); and

WHEREAS, the City Engineer, together with the City Engineering Division, the City and certain consulting engineers (collectively, hereinafter the "Engineer") has filed at the office of the City Clerk, in connection with the Project and with the proposed City of Las Vegas, Nevada, Special Improvement District No. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard) 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, the estimate being made in a lump sum or by unit prices, and further, including in the 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 the 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 the 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 District No. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard) and only the property which is so specially benefited, is included on the District; and

WHEREAS, a portion of the property to be included within the proposed District is located in the City; and

WHEREAS, the City Council has determined, and does hereby determine, that less than one-half of the cost of the improvements in the District shall be paid with funds from the levy of assessments; and

WHEREAS, the City Council has determined and does hereby determine that the exception provided by NRS 271.306(2)(a) does exist with respect to the costs of the improvements in the District as

more than one-half of the total costs will be paid with money derived from other than the levy of special assessments.

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. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard)" (hereinafter the District").

Section 2. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District No. 1475 Provisional Order Resolution" (hereinafter the "Resolution").

Section 3. The City Council hereby ratifies the preparation by the Engineer of and does accept the 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 \$58,781.98, 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 require the creation of District No. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard) and the construction of the Project.
2. The creation of the District is economically sound and feasible.
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
\$ 58,781.98	\$ 2,195,939.02	\$ 2,254,721.00

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 19, 2000, at 1:00 p.m. at 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 the 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:

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(Form of Notice)

NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN THE
PROPOSED CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT
NO. 1475 - WESTCLIFF DRIVE (CIMARRON ROAD TO RAINBOW BOULEVARD)

NOTICE IS HEREBY GIVEN to the property owners within the proposed City of Las Vegas, Nevada, Special Improvement District No. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard) 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, Sewer Project and a Water Project (collectively, the "Project") as more particularly described as follows:

Westcliff Drive (NORTH SIDE) - from a point approximately 324' east of the centerline of Rock Springs Drive east along the Northerly right-of-way line approximately 448' (120' 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 Westcliff Drive will consist of the grading, regrading, graveling, and asphalt paving as necessary for at least four (4) travel lanes, a two-way center left turn lane with raised medians at the signalized or future signalized intersections, "L" type curb and gutter, sidewalks, commercial driveway approach, drainage inlets and streetlights. The streetlights will be installed at the back of the sidewalk at appropriate intervals. At the request of the owners of property in the District (filed with the office of the Special Improvement District prior to October 15, 1999) water and sewer laterals will be installed from the existing main lines in Westcliff Drive to such property. Sewer lines within the District are owned and maintained by the City. The City will require that properties connecting to the sewer line pay a connection fee and are annexed to the City at the time of hookup. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

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
\$ 58,781.98	\$ 2,195,939.02	\$ 2,254,721.00

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; provided that those tracts which front a cul-de-sac which abuts or fronts a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the street or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a seven foot (7') wide street pavement section, curb and gutter, six foot (6') sidewalks, commercial driveway approach and streetlights, where not already existing. The owners of property who elect to have water or sewer laterals installed will be assessed per foot of lateral installed on a per service or unit lot basis.

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, 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 19, 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, January 14, 2000. On the date and at the 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 one-half or more of the total cost of each of the improvements in the District shall be paid with monies derived from other than the levy of special assessments and accordingly may take advantage of the exception stated in paragraph (a) 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 15, 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. 1475 - Westcliff Drive (Cimarron Road to Rainbow Boulevard) 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.

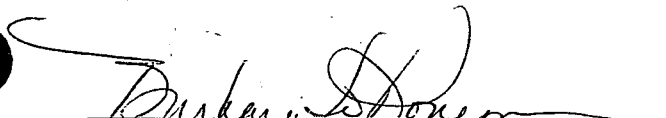
Section 11. That the invalidity of any provision of this Resolution shall not affect any remaining provisions hereof.

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.

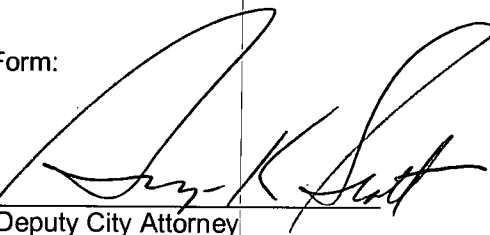
PASSED, ADOPTED AND APPROVED this 15th day of December, 1999.


OSCAR B. GOODMAN, Mayor

Attest:


BARBARA JO RONEMUS, City Clerk

Approved as to Form:

11/29/99 
Date Deputy City Attorney

City of Las Vegas

Agenda Item No. 72

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

RESOLUTIONS:

R-110-99 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-First Assessment Apportionment Report re: Special Improvement District No. 707 (Summerlin Area).

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

Acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects. Located in Summerlin Villages 11 and 12.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-110-99

MOTION:

M. McDONALD - Motion to APPROVE:

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried UNANIMOUSLY with L. McDONALD abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: ABEYANCE to 1/19/2000 under separate action (see individual item)

Item 8 and 52: APPROVED under separate actions (see individual items)

Item 11: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

RESOLUTION NO. R-110-99

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 707 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (the "City" herein), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of said State; and

WHEREAS, by Ordinance No. 3992 that was passed, adopted and approved by the City Council of the City (the "City Council" herein) on the 15th day of May, 1996, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 707 (Summerlin Area)" (the "District" herein) for the purposes of providing for the acquisition, construction and the installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (the "Project" herein), and of defraying the entire cost and expense thereof by special assessments against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes ("NRS" herein) that provide therefor; and

///

1 WHEREAS, by Ordinance No. 3993 that was duly passed, adopted and approved
2 by the City Council on the 15th day of May, 1996, the City Council assessed all of the
3 costs and expenses of acquiring, constructing, and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

6 WHEREAS, NRS 271.425 provides that, if any lot or parcel of property within a
7 special improvement district that has been created by a municipality in said State is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of such installments, the governing body of
10 such municipality may require the municipal treasurer to apportion the uncollected
11 amount of such special assessment among the several parts into which such lot or parcel
12 has been divided; and

13 WHEREAS, that certain lot or parcel of property, that is identified by the Clark
14 County, Nevada, County Assessor's parcel number as Parcel 137-25-813-001, and is
15 situate within the District has been divided after the special assessments thereupon were
16 levied and divided into installments, and not all of such installments have been collected
17 or apportioned among other lots and parcels that may have been created out of said
18 Parcel after such assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (the "City Treasurer" herein) to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that has been levied upon
22 the above-described Parcel among the several parts into which said Parcel has been
23 divided;

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof that is being held on this 15th day of
3 December, 1999, as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of said Ordinance No. 3993, levied upon those certain lots or parcels
8 of property that are situate within the District and are identified by the Clark County,
9 Nevada, County Assessor's parcel number as Parcel 137-25-813-001, among the several
10 parts into which said Parcel 137-25-813-001, has been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further
12 authorized, empowered and directed to prepare, submit and file with the City Clerk of the
13 City (the "City Clerk" herein) a report of the apportionment that is required by Section 1 of
14 this Resolution.

15 SECTION 3. That the City Clerk be, and she hereby is, authorized,
16 empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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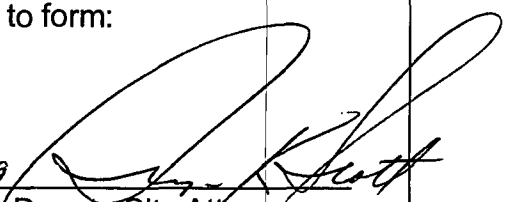
23 ///

1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

3 PASSED, ADOPTED AND APPROVED this 15th day of December, 1999.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 11/17/99 
10 Date Deputy City Attorney

11 ATTEST:

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13 BARBARA JO RONEMUS, City Clerk
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City of Las Vegas

Agenda Item No. 73

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-111-99 - Approval of a Resolution approving the Fifty-First Assessment Apportionment Report re: Special Improvement District No. 707 (Summerlin Area)

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

Acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage, and water main projects. Located in Summerlin Villages 11 and 12.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-111-99.

MOTION:

M. McDONALD - Motion to **APPROVE:**

Items 3 through 5, 7, 9, and 10

Items 12 through 51

Items 53 through 73

carried **UNANIMOUSLY** with **L. McDONALD** abstaining on Item 5 to avoid any possible conflict as it pertains to UNLV and she is the Marketing Director at UNLV

Item 6: **ABEYANCE** to 1/19/2000 under separate action (see individual item)

Item 8 and 52: **APPROVED** under separate actions (see individual items)

Item 11: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:04 - 10:05)

1-1264

RESOLUTION NO. R-111-99

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 707 (SUMMERLIN AREA); APPROVING THE FIFTY-FIRST ASSESSMENT APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and the "City", respectively, herein), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to and in the creation of "City of Las Vegas, Nevada, Special Improvement District No. 707 (Summerlin Area)" (the "District" herein), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (the "Project" herein), and of defraying the entire costs and expenses thereof by special assessments against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes ("NRS" herein) that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (the "City Treasurer" herein) to apportion, upon an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-25-813-001, among the several parts into which said Parcel has been

1 divided and to prepare, submit and file with the City Clerk of the City (the "City Clerk"
2 herein) a report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 15th day of December, 1999, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Fifty-first
5 Assessment Apportionment Report for City of Las Vegas, Nevada, Special Improvement
6 District No. 707 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed said Report and has found the same, in
8 all respects, to be satisfactory;

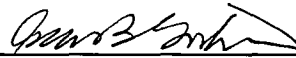
9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof that is being held on this 15th day of
11 December, 1999, as follows:

12 SECTION 1. That that certain document entitled "Fifty-first Assessment
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 707 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were heretofore
17 levied upon that certain lot and parcel of property that is situate within the District and is
18 identified by the Clark County, Nevada, County Assessor's parcel number as Parcel
19 137-25-813-001, among the several parts into which said Parcel, has been divided.

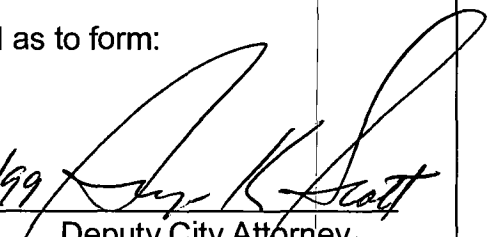
20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of said Report, together with a statement that the current payment status of any of the
23 assessments that are shown thereon may be obtained from the City Treasurer.

1 SECTION 3. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

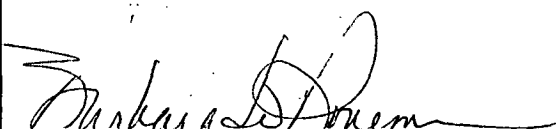
3 PASSED, ADOPTED AND APPROVED this 15th day of December, 1999.

4
5 
6 OSCAR B. GOODMAN, Mayor

7
8 Approved as to form:

9
10 11/17/99 
11 Date Deputy City Attorney

12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

City of Las Vegas, Nevada
Special Improvement District No. 707
(Summerlin Area)

FIFTY-FIRST ASSESSMENT LIEN APPORTIONMENT REPORT
(December 15, 1999)

RETURN TO:

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

RECEIVED
CITY CLERK

RECEIVED
CITY CLERK

1999 DEC 16 P 12:49

FIFTY-FIRST ASSESSMENT APPORTIONMENT REPORT

A. The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-25-813-001, in the original amount of \$302,804.51 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said Parcel, as follows:

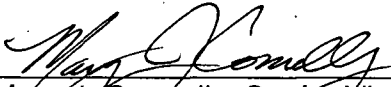
LEGAL DESCRIPTION			PER PARCEL
BLOCK	LOT		ASSESSMENT
1	16	³	\$7,570.12
1	17	³	\$7,570.12
1	18	³	\$7,570.12
1	19	³	\$7,570.12
1	20	³	\$7,570.12
1	21	³	\$7,570.12
1	22	³	\$7,570.12
1	23	³	\$7,570.12
1	24	³	\$7,570.12
1	25	³	\$7,570.12
1	26	³	\$7,570.12
1	27	³	\$7,570.11
1	28	³	\$7,570.11
1	29	³	\$7,570.11
1	30	³	\$7,570.11
1	31	³	\$7,570.11
1	32	³	\$7,570.11
1	33	³	\$7,570.11
1	34	³	\$7,570.11
1	35	³	\$7,570.11
1	36	³	\$7,570.11
1	37	³	\$7,570.11
1	38	³	\$7,570.11
1	39	³	\$7,570.11
1	40	³	\$7,570.11
1	41	³	\$7,570.11
2	58	³	\$7,570.11
2	59	³	\$7,570.11
2	60	³	\$7,570.11

LEGAL DESCRIPTION			PER PARCEL
BLOCK	LOT		ASSESSMENT
2	61	3	\$7,570.11
2	62	3	\$7,570.11
2	63	3	\$7,570.11
2	64	3	\$7,570.11
2	65	3	\$7,570.11
2	66	3	\$7,570.11
2	67	3	\$7,570.11
2	68	3	\$7,570.11
2	69	3	\$7,570.11
2	70	3	\$7,570.11
2	71	3	\$7,570.11
TOTAL			\$ 302,804.51

³ of Belvedere - Unit Three as recorded in Book 91 of Plats Page 75 in the Office of the County Recorder, Clark County, Nevada.

DATED This 15th day of December, 1999.

I concur with the apportionments as stated above.


 Mary J. Connelly, Senior Vice President
 for Presley Homes, A California Corporation

Respectfully submitted,


 MICHAEL K. OLSON, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

City of Las Vegas

Agenda Item No. 74

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY MANAGER'S OFFICE****DIRECTOR: VIRGINIA VALENTINE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

ADMINISTRATIVE:

Report on and possible action regarding the City of Las Vegas Strategic Plan 2005

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

The Strategic Plan 2005 document represents a consensus of the strategies needed to achieve the City's goals and objectives as directed by Council at our October, 1999 Workshop. It will serve as the framework for management and staff to further develop the steps necessary for successful implementation and the effective use of resources to respond to the future needs of our community.

RECOMMENDATION:

Recommend approval with the possible inclusion of additional Council directives.

BACKUP DOCUMENTATION:

None.

MOTION:

M. McDONALD - Motion to bring forward and STRIKE Item 11, Hold in ABEYANCE Item 74 to 1/5/2000, and Items 94 and 109 to 1/19/2000 - UNANIMOUS

MINUTES:

There was no discussion.

(10:03 - 10:04)

1-1200

City of Las Vegas

Agenda Item No. 75

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY MANAGER OFFICE****DIRECTOR: VIRGINIA VALENTINE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Discussion and possible action on a franchise application from Southwest Ambulance, Inc. to operate within the City of Las Vegas.

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

On July 6, 1999, Southwest Ambulance, Inc. submitted applications to Clark County and the cities of Las Vegas and North Las Vegas for a franchise to provide emergency medical transport services within all three jurisdictions.

RECOMMENDATION:

That the Council consider the action taken by the Clark County Commission on December 7, 1999, and the results of testimony by staff, AMR and Southwest Ambulance and direct staff accordingly.

BACKUP DOCUMENTATION:

1. December 3, 1999 City Manager Information Report

MOTION:

GOODMAN - Held in ABEYANCE to 2/2/2000 pending a Blue Ribbon Report to be completed for the Council's review - UNANIMOUS

MINUTES:

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

BILLY VASSILIADES, representing Southwest Ambulance, Inc.

MIKE WILLIAMS, CEO, American Medical Response

NOTE: COUNCILMAN BROWN directed that the report be made available to the public upon completion.

(10:27 - 10:32)

1-2151

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: CITY MANAGER****ITEM DESCRIPTION: FRANCHISE APPLICATION FROM SOUTHWEST
AMBULANCE, INC.**

On July 6, 1999, Southwest Ambulance, Inc. submitted applications to Clark County and the cities of Las Vegas and North Las Vegas for a franchise to provide emergency medical transport services within all three jurisdictions. Presently, the sole commercial provider of such services to all three entities is American Medical Response (AMR). The CLV Fire and Rescue Department provides emergency medical transport under limited and restricted conditions. The applications were referred to the Regional Franchise Jurisdiction (RFJ) which is comprised of staff from each jurisdiction who review and make recommendations on regional franchise issues. The RFJ commissioned an independent consultant to help assess the impacts and operational implications of granting a second franchise for emergency transport services. The report by Fitch and Associates and a summary of its key findings were previously provided to the Council.

The report indicates that management of multiple franchises for medical transport will be more complex and challenging than the current system with a single provider and it is predicted that the cost of service will increase due to reduced productivity and duplication of certain overhead functions. However, the report indicates with proper planning and preparation a multiple provider emergency transport system could work effectively in the three jurisdictions. The overriding assumption to all these conclusions is that the County and the cities of North Las Vegas and Las Vegas will all act in concert to either approve or disapprove the Southwest Ambulance request.

City Manager Information Report December 3, 1999

Subject: Ambulance Service Review Report

On November 15, 1999, a report was delivered to the Regional Franchise Jurisdiction (RFJ) which assessed issues surrounding the potential granting of a franchise for ambulance services to Southwest Ambulance. As you are aware, the current sole franchisee is American Medical Response (AMR). The RFJ is a joint committee of representatives from the City, County, and North Las Vegas composed of administrative staff from each entity. The City's representatives include Larry Bettis and Dan Still from the City Attorney's Office, Jim DiFiore from Business License, David Roark from the Office of Business Development and Chief Trevino and Deputy Chief Ken Riddle from Fire and Rescue. The RFJ determined that an independent expert assessment was needed to evaluate the positive and negative impacts of a second ambulance service on costs and service levels; and, in the event that a second franchise was awarded, how the service areas of each franchisee could be defined and how they could be dispatched most effectively.

The major findings and recommendations of the report are:

General

- The national trend in large US cities is to have only one emergency transport provider. Fewer than 5% of the 200 largest cities have more than one.
- Managing multiple service providers requires specific, planned activities to maintain the integrity and quality of the emergency transport system.

Cost Impacts

- Charges for emergency responses should be the same for all service providers.
- Charges for non-emergency transport should be allowed to be set by the service providers (market driven).
- Cost of service may increase by up to 10% due to duplication of overhead services. and productivity may decrease by 25% due to fragmentation of the market.

Service Levels

- The level of care should not be impacted by adding a second ambulance service.
- Competition for non-emergency transport may encourage enhanced service levels for inter-facility transports and other non-emergency work.
- Increased costs may cause providers to limit voluntary community activities such as blood pressure screening, community training/education and other donated services.

Service Areas

- Each franchisee should be given a geographically defined service area which fairly allocates call volume between the two service providers.
- The exact definition and assignment of the geographic areas should be accomplished in a facilitated negotiation with the franchisees.

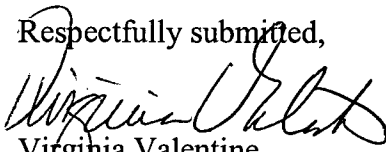
Dispatch

- Each franchisee should provide its own dispatch and communication systems that would gradually be phased into a centralized dispatch system in the future. The centralized dispatch could reasonably be the City Fire Alarm Office.
- The efficient dispatch of ambulances would be facilitated by using Computer Aided Dispatch and Automatic Vehicle Locator systems.

In addition to these points, the consultant made general recommendations for improvements to the current franchise agreement and ordinances that would help to better manage service providers. In some cases, these improvements would be beneficial even if a second franchise is not granted.

The full report prepared by Fitch and Associates, LLC was previously transmitted to the Mayor and Council. Staff plans to present the Southwest Ambulance application request for consideration by the City Council at its December 15, 1999 meeting.

Respectfully submitted,



Virginia Valentine

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DECEMBER 15, 1999

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VERBATIM TRANSCRIPT: ITEM 75 - DISCUSSION AND POSSIBLE ACTION ON A FRANCHISE APPLICATION FROM SOUTHWEST AMBULANCE, INC. TO OPERATE WITHIN THE CITY OF LAS VEGAS

MAYOR GOODMAN

Agenda Item 75 is discussion and possible action on a franchise application from Southwest Ambulance, Inc., to operate within the City of Las Vegas. The recommendation is that this Council consider the action taken by the Clark County Commission on December 7th and the results of testimony by staff, AMR and Southwest Ambulance and direct staff accordingly. I – I'm going to have, I have a **motion this morning to abey this matter, Madam Clerk, to the first meeting in February.** The basis for my motion is that, I know this is a contentious issue and we're being asked to, at this point in time, make a finding of public convenience and necessity. I've been advised that there's a Blue Ribbon Report, which will be prepared and disseminated to, we as a Council, prior to the end of January, which, in my opinion, has to be digested and considered by the Council in order to make an appropriate decision here.

I understand that there are folks who would like to address us, as far as this is concerned, today. But that's going to be – my motion and, but I will give you the courtesy, if you'd like to come forward and take a couple of minutes and make a brief presentation. This will not preclude you, of course, when this matter comes back to us, for you to make further comments.

BILLY VASSILIADES

Mayor, thank you. I'm Billy Vassiliades, representing Southwest Ambulance. We're gonna spare you the long presentation, being as you've – moved to abey this. And while I'm not very adapted to your new math and algebra, I can count. The request I would have, Mayor, is if we could take Mayor Broadhead for a ride in a neat, new ambulance. He can do the whistles and see if we can get his vote, maybe by the end of the day. And of course, that's open to the rest of the Council too. Even the sitting Councilmen can take a ride in a new ambulance.

Basically, Mayor, our concern is this. One is, we hope that – a precedent isn't being set that you can paralyze local government through litigation. A lawsuit's been filed and we've heard concerns from members of this Council. We've heard concerns from members of the North Las Vegas Council, and we hope that doesn't become a deterrent, that chilling factor on – your process.

MAYOR GOODMAN

Let me just respond to that, briefly.

BILLY VASSILIADES

Okay.

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VERBATIM TRANSCRIPT: ITEM 75 - DISCUSSION AND POSSIBLE ACTION ON A FRANCHISE APPLICATION FROM SOUTHWEST AMBULANCE, INC. TO OPERATE WITHIN THE CITY OF LAS VEGAS

MAYOR GOODMAN

My, that didn't even enter into my thought process here. The -- only reason that I feel that it should be abeyed, is I think we have to have everything in front of us before we can make a, the correct decision here. That's -- the sole purpose. I don't care about lawsuits. I did it for 35 years and I wasn't never impressed by them.

BILLY VASSILIADES

And, Mayor, you weren't the one --

AUDIENCE

Disruptive applause

BILLY VASSILIADES

-- it's -- probably scarier to us lay people. Secondly, is, while we under, obviously, we're disappointed, but we do understand your -- thoughts on this. We would hope that we can participate and be heard from during this Blue Ribbon committee process, because we think we can offer some -- constructive input. We think that if this franchise does go forward, at some point in time, and we're not presuming that, but if it does, the clock doesn't totally stop on us today and start again February 1st, because, as you're aware, we've been in this process for a long time.

We, again, we -- understand, we under, we -- appreciate staff's work and the -- regional committee's work and we'll be available to answer any questions, as you go through this process. And we also appreciate, Mayor, very much, that you have a Time Certain for us to return here. So, we'll spare you further presentation. I know you've got a long agenda today. Thank you for -- the consideration and then thank you for the date certain in February.

MAYOR GOODMAN

Yes. That would be February 2.

BILLY VASSILIADES

Thank you.

MAYOR GOODMAN

We'll have it back on the agenda. Anybody else like to be heard?

MIKE WILLIAMS, CEO, AMERICAN MEDICAL RESPONSE

Mr. Mayor, Council Members. I'm Mike Williams, the CEO of American Medical Response. We appreciate the Mayor's motion that he's put forward. And we've been working with the Fire Department over the course of the last year in trying to put together a good report that will be issued in January. We look forward to continuing working on that process and whatever we can do to be helpful to the process we'd like to do. Thank you, Sir.

MAYOR GOODMAN

Thank you. Any other comments?

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VERBATIM TRANSCRIPT: ITEM 75 - DISCUSSION AND POSSIBLE ACTION ON A FRANCHISE APPLICATION FROM SOUTHWEST AMBULANCE, INC. TO OPERATE WITHIN THE CITY OF LAS VEGAS

COUNCILMAN BROWN

Your Honor, I'd just like to comment on the -- report that our expectation, that it will be done in January. I think that expectation has been raised now that there --

MAYOR GOODMAN

Yes. Councilman Brown, I spoke to Chief Trevino, and he assures me that that's a very safe prediction and that we should be ready to go February 2nd.

COUNCILMAN BROWN

And it's my understanding also that, when that report is disseminated, that it becomes a public document that, not only we'll be briefed, but others will have access to that to see -- the findings prior to that February 2nd meeting.

CITY MANAGER VIRGINIA
VALENTINE

That is correct.

MAYOR GOODMAN

All right. Any further discussion? All right. Vote on the motion, please. Post, please. Motion carries. Thank you.
(Motion carried unanimously).

(END OF DISCUSSION)

/ac

City of Las Vegas

Agenda Item No. 76

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY MANAGER****DIRECTOR: VIRGINIA VALENTINE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Discussion and possible action regarding Las Vegas Municipal Code 2.44 and NRS 278 concerning the Planning Commission and direct staff as deemed appropriate

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

The addition of two new council members and the pending vacancies on the Planning Commission have prompted discussion of making appointments coterminus with the term of the City Council member who recommends the appointment.

RECOMMENDATION:

That the City Council discuss the process for appointing Planning Commissioners, consider the requirements of LVMC and NRS, consider appointments necessary to fill Planning Commission vacancies and direct staff as deemed appropriate.

BACKUP DOCUMENTATION:

NRS 278.040 and LVMC 2.44

Current listing of Planning Commission members

MOTION:**M. McDONALD - APPROVED - UNANIMOUS****MINUTES:**

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

CITY MANAGER VIRGINIA VALENTINE

CITY ATTORNEY BRAD JERBIC

City of Las Vegas

Agenda Item No. 76

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 76 - Las Vegas Municipal Code 2.44 and NRS 278 concerning the Planning Commission

MINUTES - Continued:

NOTE: COUNCILMAN BROWN directed CITY ATTORNEY JERBIC to look into whether the "Just Cause" clause would permit the Council to terminate the current Planning Commission members and reappoint new members whose terms would run concurrent with the terms of the respective City Council member making the recommendation.

NOTE: COUNCILMAN McDONALD instructed CITY ATTORNEY JERBIC to see if voluntary resignations could be sought from the current members of the Planning Commission so that new members could be appointed at the time of the adoption of the ordinance on January 19, 2000.

NOTE: COUNCILMAN BROWN further directed that CITY ATTORNEY JERBIC explore any other options.

CITY ATTORNEY JERBIC noted that the soonest an ordinance for this matter could be eligible for adoption would be January 19, 2000, at which time the appointments could be made.

(10:32 - 10:41)

1-2392

PLANNING AND ZONING

278.040

NRS 278.040 Members: Appointment; qualifications; compensation and expenses; terms; removal; vacancies.

1. The members of the planning commission are appointed by the chief executive officer of the city, or in the case of a county by the chairman of the board of county commissioners, with the approval of the governing body. The members must not be members of the governing body of the city or county. The majority of the members of the county planning commission in any county whose population is 400,000 or more must reside within the unincorporated area of the county.

2. In Carson City, the members of the planning commission established as provided in NRS 278.030 are appointed by the mayor from the city at large, with the approval of the board of supervisors.

3. The governing body may provide for compensation to its planning commission in an amount of not more than \$50 per meeting of the commission, with a total of not more than \$400 per month, and may provide travel expenses and subsistence allowances for the members in the same amounts as are allowed for other officers and employees of the county or city.

4. Except as otherwise provided in this subsection, the term of each member is 4 years, or until his successor takes office. If applicable, the term of each member of a county or city planning commission in any county whose population is 400,000 or more is coterminous with the term of the member of the governing body who recommended his appointment to the appointing authority. If the recommending member resigns his office before the expiration of his term, the corresponding member of the planning commission may continue to serve until the office is next filled by election. If the office of the recommending member becomes vacant before the expiration of the term for any other reason, the corresponding member of the planning commission may continue to serve for the duration of the original term.

5. Members may be removed, after public hearing, by a majority vote of the governing body for just cause.

6. Vacancies occurring otherwise than through the expiration of term must be filled for the unexpired term.

[Part 3:110:1941; A 1947, 834; 1943 NCL § 5063.02]—(NRS A 1959, 13; 1969, 328; 1971, 1115; 1973, 914; 1979, 529, 1385, 1386; 1983, 1246; 1985, 22; 1989, 1917; 1991, 248; 1995, 198)

NRS CROSS REFERENCES.

"Population" defined, NRS 0.050

ATTORNEY GENERAL'S OPINIONS.

County may not enact ordinance empowering county planning commission as a whole to act as board of adjustment. Under NRS 278.040 and 278.280, which prescribe membership of county planning commission and zoning boards of adjustment and provide that one member of board of adjustment may be member of planning commission, county may not enact ordinance empowering county planning commission as a whole to act as board of adjustment. AGO 398 (3-31-1967)

City or county planning commission members are precluded from membership on county fair and recreation board or local district board. City or county planning commission members are precluded from membership on county fair and recreation board or local district board by NRS 278.040, which prohibits planning commission members from holding other public office because membership on such boards constitutes holding public office. AGO 143 (9-18-1973)

2.44.010

provements and green fees or any other charges to the public for use of the facilities.

(Ord. 3624 § 2, 1992: Ord. 3554 § 4, 1991: Ord. 3132 § 14, 1984: Ord. 2191 § 1 (part), 1981: Ord. 1738 § 1 (part), 1974: Ord. 1265 § 2 (part), 1966: prior code § 2-11-3)

Chapter 2.44

PLANNING COMMISSION

Sections:

- 2.44.010 Established—Composition—Compensation—Qualifications.
- 2.44.020 Term—Removal—Vacancies.
- 2.44.030 Chairman—Staff—Planning Director.
- 2.44.040 Master Plan preparation.

2.44.010 Established — Composition — Compensation — Qualifications.

(A) There is created the City Planning Commission to consist of seven members appointed by the Mayor with the approval of the governing body.

(B) Each member of the Planning Commission shall receive from the City, as and for compensation for his or her services thereon, the sum of fifty dollars for each meeting of the Commission that he or she actually attends. (Ord. 3940 § 1, 1995: Ord. 3311 §§ 1, 2, 1987; Ord. 1632 § 1, 1973: Ord. 567 § 1, 1953: prior code § 2-2-1)

2.44.020 Term — Removal — Vacancies.

(A) The term of each appointed member shall be four years or until his successor takes office, except that the terms of the first three members appointed after August 1, 1981, shall be one, two and two years, respectively.

(B) No incumbent member or former member who has served at least two consecutive full four-year terms shall be eligible for appointment to a further term until at least two years have elapsed since the expiration of his or current term or most recent term, as the case may be.

(C) Members may be removed after a public hearing, by a majority vote of the City Council, for inefficiency, neglect of duty or malfeasance in office.

(D) Vacancies occurring otherwise than through the expiration of a term shall be filled for the unexpired term.

(Ord. 3321 § 2, 1987: Ord. 2092 § 1, 1980: Ord. 567 § 2, 1953: prior code § 2-2-2)

8-18-1999

PLANNING COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. GALATI, CRAIG (Vice Chairman) (Brown's recommendation)	2541 Ontario Dr. (Ward 4)	28	9-8-97	9-8-2001
2. *MACK, MICHAEL (Adamsen's recommendation) *(Also serves on BZA)	9729 Gavinstone (Ward 2)	28	8-19-98	8-19-2002 +(See below)
3. SKAAR, LENI (Reese's recommendation)	1833 Crystal Chimes (Ward 3)	06	12-18-96	8-16-2001
4. BUCKLEY, MICHAEL E. (Chairman) (Adamsen's recommendation) (McDonald's reappointment)	3773 Howard Hughes Pkwy. (Ward 1) (residential conf. by request)	09	8-17-94 Effec. 8-19-94 Reap. 8-19-98	8-19-2002
5. MORAN, MARILYN (Hawkins' recommendation) (Reese's reappointment)	2500 Pinto Lane (Ward 1)	07	8-19-92 (reapp. 8/7/96)	8-19-2000
6. GORDON, HANK (Mayor's recommendation)	2500 W. Sahara Ave, Suite 211 (Ward 1)	02	12-21-98	9-20-1999
7. QUINN, STEPHEN P. (McDonald's recommendation)	350 S. Rancho Dr. (Ward 1)	06	8-7-96 (Reappt. 8/18/99)	9-6-2003

AUTHORITY: NRS 278 - L.V.M.C. 2.44
(11-15-95 Ord. 3940, Bill 95-73, removed restriction that PC members could hold no other public office - this restriction was removed by the legislature from NRS previously.)

TERM: 4 years (limited to 2 full 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.)
Must fill unexpired terms.

COMPENSATION: \$50.00 per meeting attended

APPOINTED: 7 Members appointed by the Mayor w/approval of Council
(Appointees may not be members of the elected governing body - NRS 278.040)
(LVMC 19.94 requires that one member of the Board of Zoning Adjustment be appointed to the Planning Commission)

NOTES: MUST BE CLV RESIDENT.
FINANCIAL DISCLOSURE REQUIRED (both CLV and State).

MEETINGS: Meets 2nd & 4th Thursday of each month, 6:00 PM, Council Chambers. (Briefing 5:15 P.M.)

PURPOSE: The Planning Commission is advisory to the City Council on matters related to zoning and serves as a final action board for tentative and final maps.

+ Term on Planning Commission is as noted above, or expiration on Board of Zoning Adjustment, whichever occurs first.

CITY COUNCIL MINUTES
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VERBATIM TRANSCRIPT: ITEM 76 - DISCUSSION AND POSSIBLE ACTION REGARDING LAS VEGAS
MUNICIPAL CODE 2.44 AND NRS 278 CONCERNING THE PLANNING COMMISSION AND DIRECT STAFF
AS DEEMED APPROPRIATE

MAYOR GOODMAN

Item 76 - discussion and possible action regarding the Las Vegas Municipal Code 2.44 and NRS 278 concerning the Planning Commission and direct staff as deemed appropriate. The City, the recommendation is the City Council discuss the process for appointing Planning Commissioners, consider the requirements of the Las Vegas Municipal Code and Nevada Revised Statutes, consider appointments necessary to fill the Planning Commission vacancies, and direct staff as deemed appropriate. You want me to make the statement?

This -- is open for discussion amongst us. Councilman McDonald and Councilman Reese, and when I came on board, had a suggestion to the effect that each Councilman and the Mayor each have an appointment commensurate with their, the respective Councilman or Councilwoman's, and the Mayor's term of office of a Planning Commission member. And the rationale behind that was that, Councilman McDonald and Councilman Reese indicated that they felt that if they could appoint somebody with whom they could work closely on matters which they're concerned with in their particular wards, that it would have more significance. And it made a lot of sense to me, because as it presently exists, the Mayor makes the appointment but it's with the ratification of the Council. And I just think it's better for the Council to work with individuals on the Planning Commission. I -- think that it -- could facilitate these -- proceedings at the Council level, and I also think that the -- input will be more significant, so I'm -- all for it.

COUNCILMAN McDONALD

Thank you, Your Honor. I think it's important that, the reason it was pointed out is, regardless of who the sitting Council person is, when they come board, I think they have to bring someone who has the same goals and objectives in mind when they take over wards. Especially right now in Wards 1 and 3, it's a different directive; it's a very pro-active kind of approach, and whoever, respectively, Lawrence Weekly now in Ward 5, and in Ward 3 and 1, that you have the type of individual that you can work with. And same respectively to Ward 2, 4, and 6 is the same response, very growth, high productivities (sic). So you have to have that kind of atmosphere and working relationship with the Planning Commission. And having someone when you leave office that part of your dynasty remains could present a problem for the next seating Council person that comes to sit. So, I appreciate your wisdom in this, and **I'd make a motion for approval.**

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**VERBATIM TRANSCRIPT: ITEM 76 - DISCUSSION AND POSSIBLE ACTION REGARDING LAS VEGAS
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AS DEEMED APPROPRIATE**

MAYOR GOODMAN Very good. I – guess, at this point, it's, approving that concept and I – Oh. Pardon me, Councilman Brown.

COUNCILMAN McDONALD I'm sorry, Councilman Brown.

COUNCILMAN BROWN I don't know where we're going on this. So, ultimately, we want to try to have the Planning Commissioners appointed by the individual Council members.

CITY MANAGER VIRGINIA VALENTINE This – was a result, the enabling legislation that allowed you to appoint, --

COUNCILMAN BROWN Right.

CITY MANAGER VIRGINIA VALENTINE – if you wanted, by Council person, in the 1995 legislature at the request of the County Commissioner, who does appoint, each Commissioner appoints a Planning Commissioner, which is ratified by the entire Board of County Commissioners and their terms are co-terminus. So, what we envision is this does require an amendment to the Municipal Code, which the City Attorney's office would make, and then, as these terms expired, we would replace them using this new process.

We wanted to resolve this and if we could get this on your January 5th agenda, because we will have three vacancies on the Planning Commission at that time, and there are certain activities that the Planning Commission does require a super majority. So, we are, we would like to fill those appointments as quickly as possible under the new rules, because it would severely hamper the Planning Commission to be operating with five members.

MAYOR GOODMAN And, Madam Clerk (sic), it was my understanding, and what my intention was, is that we would replace all of the Planning Commission at this time to, and then rea', and then appoint persons commensurate with our term of office.

CITY ATTORNEY BRAD JERBIC I don't know that that is legally possible under the law, Your Honor. There is no provision for removing a Planning Commissioner before the end of their term. There, unless it is for cause. And so, I believe, that we're gonna have to just by attrition wait for Planning Commissioners that, whose offices are not open to go through that process.

COUNCILMAN BROWN I – would, I'd ask that the City Attorney look in – Were you never impressed with lawsuits or lawyers?

**CITY COUNCIL MINUTES
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**VERBATIM TRANSCRIPT: ITEM 76 - DISCUSSION AND POSSIBLE ACTION REGARDING LAS VEGAS
MUNICIPAL CODE 2.44 AND NRS 278 CONCERNING THE PLANNING COMMISSION AND DIRECT STAFF
AS DEEMED APPROPRIATE**

MAYOR GOODMAN

Forget about lawyers.

COUNCILMAN BROWN

No, I'd just ask, if -- this is, just cause, I'm reading this in the NRS. But if just cause is a public policy decision by this Board in a public hearing that we want to then create this new mechanism, would that not, especially with the Planning Commissioners aware of why we're doing it, wouldn't that present a just cause situation?

CITY ATTORNEY BRAD JERBIC

I don't know, to be honest with you, but it will be something that, given this Board's direction, we will look into and try and accomplish for you.

What I would request on -- the time line here is -- to make you all aware that it is not going to be possible for this ordinance to be adopted by January 5th. With the direction you give us today, the ordinance will appear before you on January 5th for the first reading, we can fast track it, and it will be eligible for adoption the second meeting in January. And that is the soonest time that you could make these appointments.

COUNCILMAN McDONALD

Let me ask you a question, Mr. Jerbic: What if they all resigned, it's in a friendly manner, not to just to give resignation, but understanding the goals that the Mayor and the City Council would like to set forward in the same respect that they resign and then could be reappointed?

CITY ATTORNEY BRAD JERBIC

That is certainly possible. If there were a voluntary desire on behalf of the Planning Commission to do that, then you could certainly reappoint the entire body.

COUNCILMAN McDONALD

I think that would speed -- the process along, that's clear, it's open, it's in front of the public, it's on TV. You know, I think you have to have some type of government that sets precedent. And Councilman Brown's working for a solution, I think, maybe we can a -- voluntarily resignation, and then the reappointment happen at that same process. Is that an option?

CITY ATTORNEY BRAD JERBIC

It is certainly an option that we will explore between now and January 5th, and we'll make that, the will of this Council well known to the Planning Commission.

COUNCILMAN BROWN

And --, Mr. Jerbic, if you could just, if Option A and Option B don't work, I think the intent here everybody seems to agree on, so if there are other options that may not be available to us today, if you could also look into those.

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**VERBATIM TRANSCRIPT: ITEM 76 - DISCUSSION AND POSSIBLE ACTION REGARDING LAS VEGAS
MUNICIPAL CODE 2.44 AND NRS 278 CONCERNING THE PLANNING COMMISSION AND DIRECT STAFF
AS DEEMED APPROPRIATE**

COUNCILMAN McDONALD

I have a question also. Council in, or the County, the Planning Commission seat in Ward 3 is vacant, could I make an appointment for Ward 3?

COUNCILWOMAN McDONALD

And that was my question as well.

CITY MANAGER VIRGINIA
VALENTINE

If you wanted to proceed with making those appointments, with the understanding that those would be, under this new process, I think you would be able to do so with the understanding that the, they would run co-terminus. I, the City Attorney would have to answer the question whether or not we can make the ordinance retroactive.

CITY ATTORNEY BRAD JERBIC

It would be my -- recommendation that you wait until the ordinance is changed for absolute clarity, because I think right now the confusion exists that our --

COUNCILMAN REESE

Well, then, what it looks to me like in January we're not gonna have a Planning Commission meeting.

CITY ATTORNEY BRAD JERBIC

I will certainly be glad to -- do some research for you. If you want, we can put the line item on January, we can put a line item on January 5th if it is possible to --

COUNCILWOMAN McDONALD

Excuse me, I mean, I believe the Councilman's concern is, you know, well noted, because, again, we rely so much on those Planning Commissioners. Michael Mack was my appointee, and I can tell you we met weekly on issues that were going before the Planning Commission, and so I'm somewhat nervous that there's, will be a void of representation for Ward 2 even for one meeting. Because one meeting there could be as many as ten major projects impacting my Ward, and so I too would like to be able to appoint a representative at the earliest convenience, even with the understanding that we are transitioning into this new format.

COUNCILMAN McDONALD

What if, let me ask this question: What if the two commissioners they're gonna appoint put in writing to you they understand that -- this term, or the process of this term would run cohesive with --

CITY ATTORNEY BRAD JERBIC

That's what I'm contemplating, is that maybe we can do some agreement so that you can -- do those appointments on January 5th. We'll do our best to get you there legally so that you can do that.

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VERBATIM TRANSCRIPT: ITEM 76 - DISCUSSION AND POSSIBLE ACTION REGARDING LAS VEGAS
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AS DEEMED APPROPRIATE

MAYOR GOODMAN

Well, basically, as I see it with the Councilman Reese's question, if they're gonna make appointments, I assume these are people, I think logically they would be people who --

COUNCILWOMAN McDONALD

-- people we would have been appointed anyway --

MAYOR GOODMAN

-- who would be appointed anyway.

COUNCILWOMAN McDONALD

That's correct.

MAYOR GOODMAN

I think the only difference would be, then, that they would be appointed with the understanding that their term, after the ordinance is amended, will be co-terminus with your respective terms.

COUNCILMAN REESE

That's correct.

COUNCILWOMAN McDONALD

That's correct. That's correct.

MAYOR GOODMAN

I -- don't see that as a problem.

COUNCILMAN McDONALD

I don't see a problem. Find ways to do that.

MAYOR GOODMAN

Good. All right. May I have a motion, please.

COUNCILMAN McDONALD

Motion for approval, Your Honor.

MAYOR GOODMAN

Post, please. Motion carries. **(Motion carried unanimously)**

(END OF DISCUSSION)

/gpb

City of Las Vegas

Agenda Item No. 77

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: ADMINISTRATIVE SERVICES****DIRECTOR: MARVIN A. LEAVITT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Report on the City's contract with Alcalde and Fay for federal lobbying services

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

The current contract with the firm of Alcalde and Fay to perform federal transportation lobbying services will expire on January 31, 2000. The contract provides for an optional one-year renewal. Mr. Jim Bilbray, a representative of the firm, has been asked to give a status report describing their past achievements on our behalf and any upcoming congressional activities that may effect the City.

RECOMMENDATION:

No recommendation, information only.

BACKUP DOCUMENTATION:

None.

MOTION:

None required. Report given.

MINUTES:

DOUG DICKERSON, Deputy Director, Administrative Services, indicated that the City of Las Vegas has contracted with the firm of Alcalde and Fay to perform federal lobbying services with regard to transportation issues since 1996. The current contract, which allows for a one year renewal option, in the amount of \$68,000 annually will expire July 31, 2000. He introduced RICK ALCALDE and JIM BILBRAY to speak about some of the priorities in which the firm will be representing the City in the upcoming year.

MR. ALCALDE expressed appreciation toward the Council for its confidence in the firm to work on the City's behalf in Washington. The upcoming year is an election year, which will mean that there will be many projects available. He looked forward to continue working with the City.

City of Las Vegas

Agenda Item No. 77

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 77 - Report from Alcalde and Fay for Federal Lobbying Services

MINUTES - Continued:

MR. BILBRAY interjected that the appropriations process in the upcoming year will bring forward some areas that are of high importance, including the Water Bill, which will make money available to the municipalities for sewage and water cleanup. There will also be money available for informational signs on US95 through the Smart Signs Appropriations Bill, which the firm will continue to target. Through lobbying services, \$450,000 was obtained for the Las Vegas Metropolitan Police Department (Metro) budget to properly dispose of chemicals that were seized in illegal methamphetamine laboratories. That is out of the transportation realm, but the firm of Alcalde and Fay vigorously targets any opportunity. There might also be some opportunity to obtain federal lands in the northwest that are subject to be sold at auction.

CHAIRMAN SCHUSTER, present Chairman of Public Works, and CHAIRMAN DON YOUNG, present Chairman of Resources and soon to be Chairman of Public Works, and JIM OVERSTAR, ranking member on Public Works, are scheduled to visit Las Vegas soon.

COUNCILMAN McDONALD noted that the money received for Metro is very important because the illegal methamphetamine laboratories are very sophisticated and the chemicals produced at the laboratories are very dangerous.

MR. ALCALDE interjected that the area of justice programs is very fertile and offers a great opportunity to obtain grants for law enforcement and juvenile justice programs.

COUNCILMAN BROWN commented that the State of Nevada is very fortunate to have a strong delegation – SENATOR HARRY REID, SENATOR RICHARD BRYAN, CONGRESSWOMAN SHELLY BERKLEY, and CONGRESSMAN JIM GIBBONS – that has done a tremendous job in bringing some great projects. Also, the firm of Alcalde and Fay is a wonderful link to Washington DC that has secured some great opportunities for Southern Nevada. He expressed sincere appreciation for its work.

MAYOR GOODMAN pointed out that MR. ALCALDE arranged a meeting for him with the MAYOR of the City of Tampa, Florida, to discuss redevelopment and re-urbanization, as well as a meeting with the owner of Miami Heat in an effort to get support to bring an NBA (National Basketball Association) team to Las Vegas.

There was no further discussion.

(10:41 - 10:50)

1-2832

City of Las Vegas

Agenda Item No. 78

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: December 15, 1999****DEPARTMENT: ADMINISTRATIVE SERVICES****DIRECTOR: MARVIN A. LEAVITT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action for the City of Las Vegas to participate in the Nevada League of Cities & Municipalities 2000 Youth Award program.

Fiscal Impact☐**No Impact****Amount: \$2,200**☒**Budget Funds Available****Dept./Division: Administrative Services**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The Nevada League of Cities & Municipalities Youth Award Program is a program that recognizes public/community service and encourages Nevada's young people to become involved in benefiting their communities and/or persons who reside within the community.

RECOMMENDATION:

It is the recommendation that the City Council become a sponsoring city of the Nevada League of Cities & Municipalities 2000 Youth Award Program, authorizing up to \$2,200 in prize money.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

L. McDONALD - APPROVED as recommended - UNANIMOUS

MINUTES:

DOUG DICKERSON, Deputy Director, Administrative Services, stated that the subject program recognizes public/community service and encourages youth to become involved in benefiting their communities. In the past, the City has been a sponsor of the Urban Middle and Senior Urban High School divisions. Any City can forward three high school and three middle school students to a State level competition. He outlined the prizes at each level. High School State level first prize -- \$500 cash award; runner up - \$300 cash award; Middle School State level first prize -- \$100 cash award; runner up - \$50 cash award. As an incentive this year, the top six Senior High Schools will receive an additional \$100 award and an additional \$50 award to the top six Middle Schools. He recommended the City participate in the program, which is adequately budgeted.

City of Las Vegas

Agenda Item No. 78

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 78 - Nevada League of Cities & Municipalities 2000 Youth Award Program

MINUTES - Continued:

COUNCILWOMAN McDONALD felt the program is a great program aimed to encourage more young people to become involved in the process.

There was no further discussion.

(10:50 - 10:52)

1-3320

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 15, 1999

DEPARTMENT: Administrative Services

ITEM DESCRIPTION: Discussion and possible action for the City of Las Vegas to participate in the Nevada League of Cities & Municipalities 2000 Youth Award program.

The Nevada League of Cities & Municipalities will be hosting the 2000 Youth Award Program. In the past, the City of Las Vegas has been a sponsoring city for the urban Middle School and High School divisions. I would like to request that we submit to the City Council the below proposal to participate in this award program that recognizes our youths participation in public/community service within the community.

Any student, less than 19 years old, enrolled full time in an accredited school that serves the sponsoring city is eligible to apply for an award.

Any city that is a member of the Nevada League of Cities & Municipalities may sponsor up to 3 students in each of the following categories:

Middle School for urban areas*

Middle School for rural areas

Senior High School for urban areas*

Senior High School for rural areas

* City of Las Vegas schools would be in the urban area category.

The awards are as follows:

1st Place Winner Middle School	\$100 cash award
3 runners-up Middle School	\$ 50 cash award
1st Place Winner Senior High	\$500 cash award
3 runners-up Senior High	\$300 cash award

As an incentive, the top six Senior High applicants will receive an additional \$100 cash award and the top six Middle School applicants will receive an additional \$50 cash award. Also, each of the top six applicants along with their parents and school principal will receive special recognition at a council meeting honoring them.

The Nevada League of Cities & Municipalities first place winners and 3 runners-up in each division will be invited guests at the Nevada League of Cities and Municipalities annual banquet in the fall following the receipt of their award.

The Office of Administrative Services will distribute the application forms to eligible Middle and Senior High Schools within the City of Las Vegas.

City of Las Vegas

Agenda Item No. 79

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial:

Held in Abeyance from December 1, 1999:

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:**

None

MOTION:

REESE - Motion to follow the recommendation of the Las Vegas Metropolitan Police Department for DENIAL - UNANIMOUS

MINUTES:

The appellant was not present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department (Metro), stated that at the 12/1/99 City Council meeting, the Council agreed to issue MS. DILLON a work card with the condition that MS. DILLON provide her prospective employer with a complete history of her arrest record and convictions. Subsequently, he received a phone call from MS. DILLON's employer who indicated that the only charge she was made aware of was the one listed on the referral. He then advised MS. DILLON's employer to contact MS. DILLON, and to provide a letter for the Council indicating her awareness of MS. DILLON's complete record, if employment was still going to be afforded to MS. DILLON. Since no contact has been made by mail or phone, he recommended denial.

City of Las Vegas

Agenda Item No. 79

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 79 - Appeal of Work Card Denial - Ms. Jacqueline Marie Dillon

MINUTES - Continued:

MAYOR GOODMAN asked SERGEANT CANNITO if work card appeals could be reheard in situations where an appellant is given an opportunity to return with a letter from the prospective employer and the appellant does not appear promptly before the City Council, but subsequently makes contact with a valid excuse that he/she could not be present. SERGEANT CANNITO answered that the appellants are given telephone numbers to call in case they need to contact someone in case of an emergency. They could also contact the City Clerk's office, where work card appeals are filed. In MS. DILLON's case, her employer was required to make contact via mail or telephone.

SERGEANT CANNITO updated that with regard to BRIAN SANGSTER's case, which was heard at the 12/1/99 City Council meeting, wherein COUNCILMAN REESE requested that a letter from the employer be submitted indicating full awareness of MR. SANGSTER's record, a letter was submitted to the Las Vegas Metropolitan Police Department from MR. SANGSTER's employer. Therefore, a six-month work card was issued.

As COUNCILMAN BROWN requested at the 12/1/99 City Council meeting, the work card referral slip was reviewed and will be changed at the next printing to require that not only all arrests be listed, but also all citations. Also, the referral slip used by the City of North Las Vegas is exactly the same as that used by the City. Henderson is in the process of changing its referral slip to mirror the City's.

In answer to MAYOR GOODMAN's question at the 12/1/99 City Council meeting as to whether appellants are advised of their arrest record when they apply for a work card, he advised that an interview does take place at the Sheriff's Card office, but only after the employee has already been offered employment based on the information provided on the employment application. As to the question whether work card applicants can be given a copy of their arrest history at the time they fill out the referral slip for a work card, NRS 171-A prohibits that practice, because it requires that all law enforcement agencies in the State of Nevada maintain one central repository, which is the Records Division. However, in the future, any applicants who provide misleading or false information will be directed to the Records Division to obtain a copy of their arrest record for a \$10 fee. The City of Las Vegas also has certain restrictions for its employees with regard to their criminal history. He noted that both City and Metro staff have demonstrated a sincere willingness to help put work card applicants at work.

COUNCILMAN McDONALD stated that it is very important to get full disclosure of the work card applicants, because if a work card is approved by the City of Las Vegas and something goes wrong, the City could be held responsible.

There was no further discussion.

(10:52 - 10:59)

1-3429

City of Las Vegas

Agenda Item No. 80

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☐**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial - Six Month Review:

Mr. Kenneth Earl Johnson
 9225 W. Charleston Blvd., Apt. #1049
 Las Vegas, NV 89117

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

City Clerk notification letter to Appellant

MOTION:

M. McDONALD - Motion to follow the recommendation of the Las Vegas Metropolitan Police Department for DENIAL - UNANIMOUS

MINUTES:

The appellant was not present.

SERGEANT VINCENT CANNITO reported that MR. JOHNSON was issued a six-month conditional work card for a child care facility primarily as a custodian with some interaction with the children as well. MR. JOHNSON was also required to notify the Special Investigations Bureau of the Las Vegas Metropolitan Police Department within 48 hours if cited or arrested for any reason. However, MR. JOHNSON's employer contacted him approximately three months ago informing that MR. JOHNSON was terminated due to certain difficulties. Also, on 12/3/99, MR. JOHNSON was arrested for obstructing police and resisting arrest. SERGEANT CANNITO recommended denial.

There was no further discussion.

(10:59 - 11:00)

2-119



MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
VIRGINIA VALENTINE

November 22, 1999

Mr. Kenneth Earl Johnson
9225 W. Charleston Blvd., Apt. #1049
Las Vegas, NV 89117

Re: **WORK CARD APPEAL**

Dear Mr. Johnson:

The City Council at a regularly scheduled meeting held June 14, 1999, approved your appeal of the work card denial by the Las Vegas Metropolitan Police Department, thereby, granting the work card, with a six month review of December 13, 1999. Due to the change in City Council Meetings from Monday to Wednesday, your review will be held on Wednesday, December 15, 1999 at 9:00 a.m.

It is requested that you be in attendance to answer any questions the city Council May have in regard to your work card appeal.

Sincerely,

Barbara Jo Ronemus
City Clerk

/epc

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

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. 81

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial:

Ms. Ann Marie Louise Ortiz
 581 Decidedly Street
 Henderson, NV 89015

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 - APPROVED the appeal, thereby granting the work card for one year, location specific to the Glitter Gulch with any citations or arrests to be reported within 48 hours to the Special Investigations Bureau of the Las Vegas Metropolitan Police Department - **UNANIMOUS**

MINUTES:

MS. ORTIZ was present, accompanied by her husband GUY YOUNG.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, advised that MS. ORTIZ was denied a work card for erotic dance based on her arrests and convictions and for failing to inform her prospective employer of all of her arrests. MS. ORTIZ is a 4-time convicted ex-felon – twice for forgery and twice for theft over \$750. She was also arrested and convicted in 1998 for battery/domestic violence. Las Vegas Municipal Codes 6.86.110 and 6.50.370 allow for the denial of the work card.

*City of Las Vegas***Agenda Item No. 81**

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 81 - Appeal of Word Card Denial - Ms. Ann Marie Louise Ortiz

MINUTES - Continued:

MS. ORTIZ explained that the incidents occurred eight years ago. As far as the battery/domestic violence incident, an arrest had to be made. Since she hit her husband, she was arrested. MR. YOUNG further explained that the neighbors called the police because the dispute between him and his wife became loud. MS. ORTIZ was arrested because she struck him and one of their children witnessed it. His wife served six months of community service and she also attended counseling. She needs the job to sustain their family because he is currently out of work due to medical reasons. MS. ORTIZ interjected that she also needs the job in order to pay off all her debts so that she can go back to school.

MAYOR GOODMAN asked SERGEANT CANNITO what the forgery incident entailed. SERGEANT CANNITO responded that MS. ORTIZ was with a group that obtained property with forged checks at a department store.

COUNCILMAN McDONALD asked what MS. ORTIZ listed on her referral slip. SERGEANT CANNITO answered that MS. ORTIZ listed a miscellaneous charge with checks and the battery charge in 1998, failing to list six FTA warrants and the other convictions. MS. ORTIZ interjected that she only listed the two because that was all she could remember at the time she filled out the referral slip. SERGEANT CANNITO countered that the referral slip is to be filled out by the employer. MS. ORTIZ noted that her employer is aware of both charges, because she disclosed that she could not work for two weeks, pending the outcome of her work card appeal. She further indicated that she has worked in Las Vegas previously. She has been working at the Glitter Gulch on and off for three years. The first Sheriff's card she obtained was for Pinky's as a cocktail waitress. SERGEANT CANNITO commented that MS. ORTIZ had a work card in 1997 when she worked at the Palomino. That card carried to Club Paradise and the Crazy Horse.

MAYOR GOODMAN confirmed with MS. ORTIZ that she has never had any problems at her local places of employment.

MAYOR GOODMAN asked SERGEANT CANNITO if a work card could be issued. SERGEANT CANNITO recommended a one-year conditional work card for the Glitter Gulch only and that any future arrests or citations be reported within 48 hours to the Special Investigations Bureau.

MAYOR GOODMAN advised MS. ORTIZ to stay out of trouble or she could lose her right to work.

There was no further discussion.

(11:00 - 11:07)

2-160

RECEIVED
CITY CLERK

1999 DEC -1 P 3:12

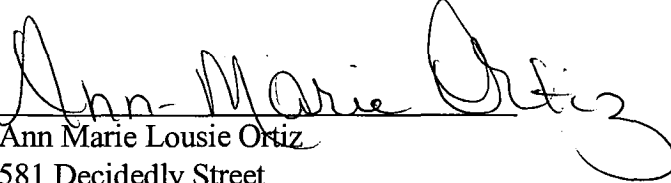
December 1, 1999

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,


Ann Marie Lousie Ortiz
581 Decidedly Street
Henderson, NV 89015



MAYOR
OSCAR B. GOODMAN

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

CITY MANAGER
GINIA VALENTINE

December 1, 1999

Ann Marie Lousie Ortiz
581 Decidedly Street
Henderson, NV 89015

Re: **WORK CARD APPEAL**

Dear Ms. Ortiz:

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 15, 1999.

Your appeal is scheduled to be heard during the morning session of the meeting which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

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

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

Sincerely,

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

/epc

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

CITY OF LAS VEGAS
400 STEWART AVENUE
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City of Las Vegas

Agenda Item No. 82

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and Possible Action on Appeal of Work Card Denial:

Mr. Jimmy B. James
 529 Croft Way
 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 - APPROVED the appeal, thereby granting a 90-day work card - UNANIMOUS

MINUTES:

The appellant was present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department (Metro), advised that MR. JAMES was denied a gaming card due to his felony conviction for possession of cocaine, which was pled down from trafficking. On December 2, 1999, the Senior Enforcement Investigator for the Gaming Control Board indicated that MR. JAMES would be denied a work card by the Gaming Board. Metro's denial was based on Las Vegas Municipal Code 6.86.110 and NRS 463.335. MR. JAMES countered that contact was made with someone at the Gaming Board who indicated that it was unknown as to whether the Gaming Card would be denied. It is Metro that denied him, not the Gaming Board. He submitted a letter from his probation officer indicating that he is complying with his probation, as well as a letter from his employer indicating his awareness of MR. JAMES' record. He needs the job because he is the

City of Las Vegas

Agenda Item No. 82

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 82 - Appeal of Work Card Denial - Jimmy B. James

MINUTES - Continued:

sole supporter of his family, five children and his wife, who is ill. SERGEANT CANNITO assured the Council that Enforcement Investigator JOSEPH CALLO said that the gaming card would be denied.

MAYOR GOODMAN asked MR. JAMES if he would be interested in another job that would not require a gaming card. MR. JAMES stated that he likes being a card dealer and has been doing it for ten years. He indicated that he made a mistake.

SERGEANT CANNITO advised that before the Council makes a decision, it needs to consider that dealer is a sensitive position, and that the Gaming Control Board will deny the gaming card. MR. JAMES requested approval of the work card, stating that he needs to work in the interim, and he will deal with the Gaming Control Board if he is denied a gaming card.

COUNCILMAN REESE asked MR. JAMES how long he has been working at the Las Vegas Club. MR. JAMES answered that he has been working at the Las Vegas Club since last month. Prior to that he worked as a dealer at the Continental Hotel since 1993, but it closed down.

COUNCILMAN REESE advised MR. JAMES that he would support a 90-day work card, mainly because he submitted a letter from his employer indicating awareness of his arrest record.

There was no further discussion.

(11:07 - 11:14)

2-360

RECEIVED
CITY CLERK

1999 DEC -3 P 2: 29

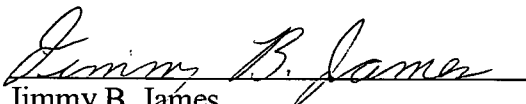
December 3, 1999

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,


Jimmy B. James
529 Croft Way
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
MINIA VALENTINE

December 3, 1999

Jimmy B. James
529 Croft Way
Las Vegas, NV 89110

Re: **WORK CARD APPEAL**

Dear Mr. James:

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 15, 1999.

Your appeal is scheduled to be heard during the morning session of the meeting which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

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

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

Sincerely,

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

/epc

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

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us



LAS VEGAS CLUB

HOTEL & CASINO



December 8, 1999

Gaming Control Board
555 E. Washington Ave. Suite 2600
Las Vegas, NV 89101

Dear Sir or Madame:

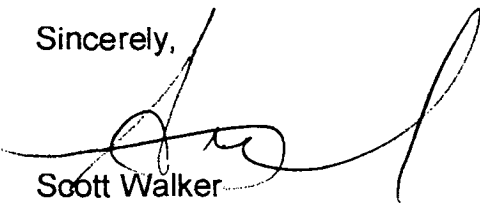
Re: Jimmy James
Date of Hire: October 3, 1996

This letter is to inform you that Jimmy James is a valued employee and an asset to the Las Vegas Club Casino/Hotel.

Jimmy has been openly candid with us regarding his present situation with the Gaming Control Board. We are writing this letter to the Gaming Board in hopes that it will help Mr. James retain his gaming card.

Should you require specific questions regarding Jimmy please do not hesitate to contact me.

Sincerely,



Scott Walker
Casino Manager

/dl



K. Guinn
 BOB MILLER
 Governor

STATE OF NEVADA
 DEPARTMENT OF HUMAN RESOURCES
 WELFARE DIVISION

MYLA C. FLORENCE
 Administrator

☐ BELROSE OFFICE 700 Belrose St. Las Vegas, NV 89107-2235 (702) 486-5000
☒ CHARLESTON OFFICE 3700 E. Charleston Blvd. Las Vegas, NV 89104-2320 (702) 486-5000
☐ LOWDEN OFFICE 3333 Cambridge St. Las Vegas, NV 89109-2806 (702) 486-8274
☐ OWENS OFFICE 1040 W. Owens Ave. Las Vegas, NV 89106-2520 (702) 486-5000
☐ CANNON OFFICE 340 N. Eleventh St. #103 Las Vegas, NV 89101-3125 (702) 486-3600
☐ PROFESSIONAL DEV. CTR. 701 N. Rancho Las Vegas, NV 89106-5693 (702) 486-1429
☐ HENDERSON OFFICE 538-A S. Boulder Hwy. Henderson, NV 89015-7512 (702) 486-5000

Date of Request: 12-7-99
 District Office: Charleston
 Case No.: 348-64-7563
 Case Worker: Messmore

PLO for Jimmy James

PAROLE AND PROBATION STATUS VERIFICATION FORM

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 mandates the denial of public assistance to any individual while they are in violation of any condition of their parole or probation which is associated with a felony conviction. The individual referenced below has been identified as someone being supervised by your office and for whom parole or probation compliance information is requested.

Please take the time to complete section one or two (whichever is appropriate) so accurate case action may be accomplished.

Does Jimmy have any felony drug charges? YES date 6-8-94
 Once completed, please return the white copy of the form to the Welfare Division using the return envelope provided. Retain the canary copy for your file. If the individual's compliance status changes after your initial reporting, please contact the worker whose name appears at the top right of the form.

RE: Jimmy B. James 348-64-7563 12/9/64
 Individual's Name SSN Date of Birth

Section One: (Not Complying with Conditions of Parole or Probation)

The individual referenced above has been convicted of a felony violation and is not complying with the conditions of their parole or probation.

Parole & Probation Officer's Name

Parole & Probation Officer's Signature

Phone #

Date

Section Two: (Complying with Conditions of Parole or Probation)

The individual referenced above has been convicted of a felony violation and is complying with the conditions of their parole or probation.

Parole & Probation Officer's Name

Parole & Probation Officer's Signature

Phone #

Date

DISTRIBUTION: WHITE - Nevada State Welfare Division; CANARY - Parole and Probation;
 PINK - Nevada State Welfare Division's Suspense Copy

please stamp w/ office stamp

WE DON'T HAVE STAMP

6150 - AF (10/96)

#82

City of Las Vegas

Agenda Item No. 83

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Discussion and possible action to preapprove Bid Number 00.1739.01-LED, Northwest Soccer Complex, to the lowest responsive and responsible bidder; and approve the construction and contingency amount - Department of Public Works - (Engineer's estimate \$6,960,514 - Capital Projects Fund)

Fiscal Impact☐**No Impact****Amount:** Estimate \$6,960,514☒**Budget Funds Available****Dept./Division:**Public Works☐**Augmentation Required****Funding Source:** Capital Projects**PURPOSE/BACKGROUND:**

This contract provides for the construction of ten (10) lighted soccer fields, restroom facility, parking lots, interior roadway, metal work, tot-lots, 200 foot baseball field and other related work in the northwest area of Las Vegas. Due to the fact that this project is being accomplished jointly with a Clark County project, any delays in award of the City's contract could affect the completion of the overall project. Preapproving the award of this contract will allow this project to get back on schedule for a start date of the first of the year.

RECOMMENDATION:

That the City Council preapprove the award of Bid Number 00.1739.01-LED, Northwest Soccer Complex, to the lowest responsive and responsible bidder, and approve a construction and contingency amount.

BACKUP DOCUMENTATION:

None

MOTION:**BROWN - APPROVED as recommended - UNANIMOUS****MINUTES:**

MARK VINCENT, Director, Finance and Business Services Department, requested pre-approval of the subject project in order to expedite it because it is needed. Funding was achieved in part by the City through a 1999 budget augmentation and in part by the County.

City of Las Vegas

Agenda Item No. 83

CITY COUNCIL MEETING OF DECEMBER 15, 1999
Item 83 - Pre-approval of Bid No. 00.1739.01-LED

MINUTES - Continued:

JOHN McNELLIS, Deputy Director, Public Works Department, described that the complex will be located on the northwest corner of Tenaya and Lake Mead. The total acreage of the property is 60 acres with an improved drainage channel as the natural divide. The larger portion of the total acreage will house the ten lighted soccer fields. Cimarron High School immediately to the north will serve the spillover parking. On the westerly side is a grass field that will be suitable for two ball fields to help out Cimarron High School. He explained that staff is requesting pre-approval in order to make up for the time lost during the permitting phase of the project. It is expected that the project will be completed by the summer of 2000.

COUNCILMAN BROWN expressed his appreciation to the Clark County School District for entering into an agreement to allow the use of the Cimarron High School parking lot, which will save a tremendous amount of money. Also, COMMISSIONER LANCE MALONE committed \$3 million to the project and enabled the City to move forward with the entire development of the 60-acre site. It will be the largest complex of its kind in Southern Nevada. COMMISSIONER MALONE felt it was ludicrous not to be able to spend County dollars in the City of Las Vegas when close to 93% of City residents reside in his district. When governmental agencies cooperate, projects can be built faster and bigger to better serve the needs of both the City and the County.

COUNCILMAN McDONALD concurred that COMMISSIONER MALONE worked very hard on the project, which is very much needed. He noted that it is one of the first jointly funded projects.

There was no further discussion.

(11:14 - 11:20)

2-600

City of Las Vegas

Agenda Item No. 84

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a six-month review of an Independent Massage Therapist License, Deborah A. Resly, dba Deborah Resly, 7420 Forest Ivy Street, Deborah A. Resly, 100% - Ward 4 (Brown)

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

Discussion and possible action regarding a six-month review of an Independent Massage Therapist License

RECOMMENDATION:

Recommend approval subject to a favorable police report

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - APPROVED as recommended - UNANIMOUS

MINUTES:

MS. RESLY was present.

JIM DiFIORE, Manager, Finance and Business Services Department, recommended approval since MS. RESLY has not had any further arrests or problems since her license was issued six months ago.

There was no further discussion.

(11:20)

2-772

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding a six-month review of an Independent Massage Therapist License, Deborah A. Resly, dba Deborah Resly, 7420 Forest Ivy Street, Deborah A. Resly, 100% - Ward 4 (Brown)**

On June 14, 1999 the City Council approved this license subject to a six-month review due to an area of concern in the police report. Attached is a copy of the annotated agenda from that meeting.

A report from the Special Investigations Section, Las Vegas Metropolitan Police Department, will be furnished to the City Council prior to the meeting.

City of Las Vegas

Agenda Item No. 85

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a request for temporary approval of a change of ownership, change of business name for a Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the planning and fire codes and Health Department regulations and receipt of a favorable police report, From: Terrible Herbst, Inc., dba Arco AM/PM #188, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 7500 W. Cheyenne Ave., Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 4 (Brown)

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

Discussion and possible action regarding a request for temporary approval of a change of ownership, change of business name for a Beer/Wine/Cooler Off-Sale Liquor License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Department regulations and receipt of a favorable police report

BACKUP DOCUMENTATION:

Agenda Memo

Attorney's Letter

MOTION:

BROWN - APPROVED a temporary license, subject to the provisions of the planning and fire codes and Health Department regulations and receipt of a favorable police report - **UNANIMOUS**

MINUTES:

ATTORNEY MARK FIORENTINO, Kummer Kaempfer Bonner and Renshaw, 3800 Howard Hughes Parkway, appeared representing the applicants on Items 85 through 89.

**Agenda Item No. 85**

CITY COUNCIL MEETING OF DECEMBER 15, 1999
Item 85 - Las Vegas Car Wash Investments

MINUTES - Continued:

JIM DiFIORE, Manager, Business Services, recommended approval of a temporary license for both Items 85 and 86, since the requirements were met on both temporary license applications.

There was no further discussion.

(11:20 - 11:21)

2-802

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

ITEM DESCRIPTION: Discussion & possible action regarding a request for temporary approval of change of ownership/business name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Arco AM/PM #188, To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 7500 W. Cheyenne - Ward 4 (Brown)

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."

The attached letter dated November 24, 1999 from Ann M. Pierce, Licensing Coordinator, Kummer Kaempfer Bonner & Renshaw, outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on November 30, 1999. Jerry E. Herbst, Director and 50% stockholder of the managing member has been investigated and approved for suitability numerous times in both the City and Clark County. Although Alexander W. Rangos, John G. Rangos, Jr. and Gerald W. B. Weber have not been investigated previously, there was no indication in the paperwork submitted they 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.

KUMMER KAEMPFER BONNER & RENSHAW
ATTORNEYS AT LAW

JOHN C. RENSHAW
THOMAS F. KUMMER
CHRISTOPHER L. KAEMPFER
MICHAEL J. BONNER
KATHLEEN JANE ENGLAND
JOHN N. BREWER
GERALD D. WAITE
SHERWOOD N. COOK
SHARI CASSIN PATTERSON
JOHN C. JEPSEN
MARK H. FIORENTINO
JOHN A. CURTAS

OF COUNSEL
H. GREGORY NASKY
JAMES H. BILBRAY
MICHAEL W. BRIMLEY

SEVENTH FLOOR
3800 HOWARD HUGHES PARKWAY
LAS VEGAS, NEVADA 89109-0907

(702) 792-7000
FAX: (702) 796-7181
E-MAIL: NVLAW@KKBR.COM

November 24, 1999

THOMAS D. AMICK
SEAN L. ANDERSON
NIKKI L. BAKER
L. JOE COPPEDGE
MADELINE L. DICICCO
GREGORY S. GILBERT
ROBERT J. GRONAUER
JEREMY B. HILSABECK
GAVIN C. JANGARD
ROBERT C. KIM
KURT C. LAMBETH
ANGELA TURRICIANO OTTO
ELIZABETH A. SAVAGE
LYSSA M. SIMONELLI
JAMES E. SMYTH II
GREGG R. VERMEYS
TROY A. WALLIN
ANTHONY A. ZMAILA

*LICENSED ONLY IN WASHINGTON

VIA HAND DELIVERY

Mr. Eddie Raines
City of Las Vegas
Department of Business and Finance
400 E. Stewart Avenue, 3rd Floor
Las Vegas, Nevada 89101

Re: *Terrible's*

Dear Eddie:

Please accept the enclosed applications for a full service car wash, lube center, convenience store, gas station, tobacco and beer/wine/cooler off-sale liquor license on behalf of Nevada Car Wash Properties, LLC, and Las Vegas Car Wash Investments, LLC. In conjunction with these applications enclosed are the following:

- Las Vegas Car Wash Investments, LLC d/b/a Terrible's -7510 W. Cheyenne Avenue and 8595 W. Lake Mead Blvd.
 - 1) Nevada Business Registration for 7510 W. Cheyenne Avenue;
 - 2) Nevada Business Registration for 8595 W. Lake Mead Blvd.;
 - 3) Organizational Chart;
 - 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
 - 5) Bill of Sale, Assignment and Assumption Agreement between Terrible Herbst and Las Vegas Car Wash Investments, LLC;
 - 6) Grant, Bargain, Sale Deed for Las Vegas Car Wash Investments, LLC;
 - 7) Certificate of Good Standing of Car Spa, Inc.;
 - 8) Articles of Incorporation of Car Spa, Inc.;
 - 9) 1998 Income Tax Returns of Car Spa, Inc.;
 - 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
 - 11) Articles of Organization of Car Spa (TH) Holdings, LLC;

November 24, 1999

Page 2

- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Las Vegas Car Wash Investments, LLC;
- 14) Articles of Organization of Las Vegas Car Wash Investments, LLC;
- 15) Operating Agreement of Las Vegas Car Wash Investments, LLC;
- 16) Filed Fictitious Firm Name form for 7510 W. Cheyenne Avenue;
- 17) Filed Fictitious Firm Name form for 8595 W. Lake Mead Blvd.;
- 18) Check No. 6068 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 7510 W. Cheyenne Avenue;
- 19) Check No. 6067 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 8595 W. Lake Mead Blvd.;
- 20) Check No. 6079 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 7510 W. Cheyenne Avenue; and
- 21) Check No. 6078 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 8595 W. Lake Mead Blvd.

With regard to Alexander W. Rangos, President and 24.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6071 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6077 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 02-147130584 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Jerry Herbst, director and 50% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Fast Track Personal History Questionnaire;
- 2) In lieu of the Personal Financial Questionnaire, Mr. Herbst is providing a copy of his 1998 statement of financial condition. We have been advised that this is the document Mr. Herbst has been providing for all his liquor license applications.);
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6070 in the amount of \$150.00 made payable to LVMPD; and
- 8) Check No. 6076 in the amount of \$30.00 made payable to the City of Las Vegas.

With regard to John G. Rangos, Jr. 14.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;

November 24, 1999

Page 3

- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check 6069 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6072 in the amount of \$30.00 made payable to the City of Las Vegas;
and
- 9) Money Order No. 02-147130585 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Gerald W.B. Weber, Vice President/Secretary/Treasurer and 0.5% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 26366 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 26367 in the amount of \$30.00 made payable to the City of Las Vegas;
and
- 9) Money Order No. 6457006863 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

• **Nevada Car Wash Properties, LLC d/b/a Terrible's – 11 N. Nellis Blvd., 109 S. Rainbow Blvd., and 7820 W. Sahara Avenue**

- 1) Nevada Business Registration for 11 N. Nellis Blvd.;
- 2) Nevada Business Registration for 109 S. Rainbow Blvd.;
- 3) Nevada Business Registration for 7820 W. Sahara Avenue;
- 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
- 5) Bill of Sale, Assignment and Assumption Agreement between Terrible Herbst and Nevada Car Wash Properties, LLC;
- 6) Grant, Bargain, Sale Deed for Nevada Car Wash Properties, LLC;
- 7) Certificate of Good Standing of Car Spa, Inc.;
- 8) Articles of Incorporation of Car Spa, Inc.;
- 9) 1998 Income Tax Returns of Car Spa, Inc.;
- 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
- 11) Articles of Organization of Car Spa (TH) Holdings, LLC;
- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Nevada Car Wash Properties, LLC;
- 14) Articles of Organization of Nevada Car Wash Properties, LLC;
- 15) Operating Agreement of Nevada Car Wash Properties, LLC;
- 16) Filed Fictitious Firm Name form for 11 N. Nellis Blvd.;
- 17) Filed Fictitious Firm Name form for 109 S. Rainbow Blvd.;
- 18) Filed Fictitious Firm Name form for 7820 W. Sahara Avenue;
- 19) Check No. 6066 in the amount of \$200.00 made payable to LVMPD for the entity located at 11 N. Nellis Blvd.;

November 24, 1999

Page 4

- 20) Check No. 6065 in the amount of \$200.00 made payable to LVMPD for the entity located at 109 S. Rainbow Blvd.;
- 21) Check No. 6064 in the amount of \$200.00 made payable to LVMPD for the entity located at 7820 W. Sahara Avenue;
- 22) Check No. 6075 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 11 N. Nellis Blvd.;
- 23) Check No. 6074 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 109 S. Rainbow Blvd.; and
- 24) Check No. 6073 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 7820 W. Sahara Avenue.

We have not duplicated the personal packages.

Pursuant to LVMC 6.06.130, we are respectfully requesting a waiver of the suitability requirements for Car Spa (TH) Holdings, LLC, John Rangos, Sr., Carlos Vidueira, William Dudziak and Troy Herbst. These individuals do not participate in the day to day management of the business and will not significantly influence the operations. Messrs. Rangos Sr., Vidueira, Dudziak are not shareholders of ten percent or more and do not reside in Nevada.

As discussed, it is the intent of our client to begin operations as soon as possible; therefore, we respectfully request a temporary liquor license for each of the above-referenced locations. Pursuant to our conversation, it is my understanding that if our request for consideration for a temporary liquor license is granted we could be placed on the December 15, 1999 City Council agenda for formal approval.

As always, it is a pleasure to work with you and we appreciate all of your efforts and assistance with this application. If you have any questions or need clarification on anything please do not hesitate to contact Tom Arnick or me as soon as possible.

Sincerely,

KUMMER KAEMPFER BONNER & RENSHAW



Ann M. Pierce
Licensing Coordinator

AMP/jf
Enclosure

cc: Carlos Vidueira (via U. S. Mail w/ encl.)

City of Las Vegas

Agenda Item No. 86

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the planning and fire codes, Health Department Regulations and receipt of a favorable police report, From: Terrible Herbst, Inc., dba Terrible's #184, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 8590 West Lake Mead Blvd., Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - 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 a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes, Health Department Regulations and receipt of a favorable police report

BACKUP DOCUMENTATION:

Agenda Memo and Attorney's Letter

MOTION:

L. McDONALD - APPROVED a temporary license, subject to the provisions of the planning and fire codes and Health Department regulations and receipt of a favorable police report - UNANIMOUS

MINUTES:

ATTORNEY MARK FIORENTINO, Kummer Kaempfer Bonner and Renshaw, 3800 Howard Hughes Parkway, appeared representing the applicants on Items 85 through 89.

See Item 85 for related discussion.

(11:21 - 11:22)

2-832

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

ITEM DESCRIPTION: Discussion & possible action regarding a request for temporary approval of change of ownership/business name for a Beer/Wine/Cooler Off-Sale Liquor Lic., From: Terrible Herbst, Inc., dba Terrible's #184, To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 8590 W Lake Mead Bl. Ward 2 (L.B. M)

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."

The attached letter dated November 24, 1999 from Ann M. Pierce, Licensing Coordinator, Kummer Kaempfer Bonner & Renshaw, outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on November 30, 1999. Jerry E. Herbst, Director and 50% stockholder of the managing member has been investigated and approved for suitability numerous times in both the City and Clark County. Although Alexander W. Rangos, John G. Rangos, Jr. and Gerald W. B. Weber have not been investigated previously, there was no indication in the paperwork submitted they 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.

KUMMER KAEMPFER BONNER & RENSHAW
ATTORNEYS AT LAW

JOHN C. RENSHAW
 THOMAS F. KUMMER
 CHRISTOPHER L. KAEMPFER
 MICHAEL J. BONNER
 KATHLEEN JANE ENGLAND
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 GERALD D. WAITE
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OF COUNSEL
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 MICHAEL W. BRIMLEY

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 LAS VEGAS, NEVADA 89109-0907

(702) 792-7000
 FAX: (702) 796-7181
 E-MAIL: NVLAW@KKBR.COM

November 24, 1999

THOMAS D. AMICK
 SEAN L. ANDERSON
 NIKKI L. BAKER
 L. JOE COPPEDGE
 MADELINE L. DiCICCO
 GREGORY S. GILBERT
 ROBERT J. GRONAUER
 JEREMY B. HILSABECK
 GAVIN C. JANGARD
 ROBERT C. KIM
 KURT C. LAMBETH
 ANGELA TURRICIANO OTTO
 ELIZABETH A. SAVAGE
 LYSSA M. SIMONELLI
 JAMES E. SMYTH II
 GREGG R. VERMEYS
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 ANTHONY A. ZMAILA

*LICENSED ONLY IN WASHINGTON

VIA HAND DELIVERY

Mr. Eddie Raines
 City of Las Vegas
 Department of Business and Finance
 400 E. Stewart Avenue, 3rd Floor
 Las Vegas, Nevada 89101

Re: *Terrible's*

Dear Eddie:

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 - 9) 1998 Income Tax Returns of Car Spa, Inc.;
 - 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
 - 11) Articles of Organization of Car Spa (TH) Holdings, LLC;

November 24, 1999

Page 2

- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
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- 16) Filed Fictitious Firm Name form for 7510 W. Cheyenne Avenue;
- 17) Filed Fictitious Firm Name form for 8595 W. Lake Mead Blvd.;
- 18) Check No. 6068 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 7510 W. Cheyenne Avenue;
- 19) Check No. 6067 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 8595 W. Lake Mead Blvd.;
- 20) Check No. 6079 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 7510 W. Cheyenne Avenue; and
- 21) Check No. 6078 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 8595 W. Lake Mead Blvd.

With regard to Alexander W. Rangos, President and 24.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6071 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6077 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 02-147130584 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Jerry Herbst, director and 50% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Fast Track Personal History Questionnaire;
- 2) In lieu of the Personal Financial Questionnaire, Mr. Herbst is providing a copy of his 1998 statement of financial condition. We have been advised that this is the document Mr. Herbst has been providing for all his liquor license applications.);
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6070 in the amount of \$150.00 made payable to LVMPD; and
- 8) Check No. 6076 in the amount of \$30.00 made payable to the City of Las Vegas.

With regard to John G. Rangos, Jr. 14.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;

November 24, 1999
Page 3

- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check 6069 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6072 in the amount of \$30.00 made payable to the City of Las Vegas;
and
- 9) Money Order No. 02-147130585 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Gerald W.B. Weber, Vice President/Secretary/Treasurer and 0.5% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 26366 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 26367 in the amount of \$30.00 made payable to the City of Las Vegas;
and
- 9) Money Order No. 6457006863 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

• **Nevada Car Wash Properties, LLC d/b/a Terrible's – 11 N. Nellis Blvd., 109 S. Rainbow Blvd., and 7820 W. Sahara Avenue**

- 1) Nevada Business Registration for 11 N. Nellis Blvd.;
- 2) Nevada Business Registration for 109 S. Rainbow Blvd.;
- 3) Nevada Business Registration for 7820 W. Sahara Avenue;
- 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
- 5) Bill of Sale, Assignment and Assumption Agreement between Terrible Herbst and Nevada Car Wash Properties, LLC;
- 6) Grant, Bargain, Sale Deed for Nevada Car Wash Properties, LLC;
- 7) Certificate of Good Standing of Car Spa, Inc.;
- 8) Articles of Incorporation of Car Spa, Inc.;
- 9) 1998 Income Tax Returns of Car Spa, Inc.;
- 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
- 11) Articles of Organization of Car Spa (TH) Holdings, LLC;
- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Nevada Car Wash Properties, LLC;
- 14) Articles of Organization of Nevada Car Wash Properties, LLC;
- 15) Operating Agreement of Nevada Car Wash Properties, LLC.
- 16) Filed Fictitious Firm Name form for 11 N. Nellis Blvd.;
- 17) Filed Fictitious Firm Name form for 109 S. Rainbow Blvd.;
- 18) Filed Fictitious Firm Name form for 7820 W. Sahara Avenue;
- 19) Check No. 6066 in the amount of \$200.00 made payable to LVMPD for the entity located at 11 N. Nellis Blvd.;

November 24, 1999

Page 4

- 20) Check No. 6065 in the amount of \$200.00 made payable to LVMPD for the entity located at 109 S. Rainbow Blvd.;
- 21) Check No. 6064 in the amount of \$200.00 made payable to LVMPD for the entity located at 7820 W. Sahara Avenue;
- 22) Check No. 6075 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 11 N. Nellis Blvd.;
- 23) Check No. 6074 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 109 S. Rainbow Blvd.; and
- 24) Check No. 6073 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 7820 W. Sahara Avenue.

We have not duplicated the personal packages.

Pursuant to LVMC 6.06.130, we are respectfully requesting a waiver of the suitability requirements for Car Spa (TH) Holdings, LLC, John Rangos, Sr., Carlos Vidueira, William Dudziak and Troy Herbst. These individuals do not participate in the day to day management of the business and will not significantly influence the operations. Messrs. Rangos Sr., Vidueira, Dudziak are not shareholders of ten percent or more and do not reside in Nevada.

As discussed, it is the intent of our client to begin operations as soon as possible; therefore, we respectfully request a temporary liquor license for each of the above-referenced locations. Pursuant to our conversation, it is my understanding that if our request for consideration for a temporary liquor license is granted we could be placed on the December 15, 1999 City Council agenda for formal approval.

As always, it is a pleasure to work with you and we appreciate all of your efforts and assistance with this application. If you have any questions or need clarification on anything please do not hesitate to contact Tom Amick or me as soon as possible.

Sincerely,

KUMMER KAEMPFER BONNER & RENSHAW



Ann M. Pierce
Licensing Coordinator

AMP/jf
Enclosure

cc: Carlos Vidueira (via U. S. Mail w/ encl.)

City of Las Vegas

Agenda Item No. 87

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler/Off-Sale Liquor License, subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report, From: Terrible Herbst, Inc., dba Arco AM/PM Mini Market, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, L.L.C., dba Terrible's, 11 North Nellis Blvd., Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 3 (Reese)

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

Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report

BACKUP DOCUMENTATION:

Agenda Memo and Attorney's Letter

MOTION:

REESE - APPROVED a temporary license, subject to the provisions of the planning and fire codes and Health Department regulations and receipt of a favorable police report - **UNANIMOUS**

MINUTES:

ATTORNEY MARK FIORENTINO, Kummer Kaempfer Bonner and Renshaw, 3800 Howard Hughes Parkway, appeared representing the applicants on Items 85 through 89.

JIM DiFIORE, Manager, Business Services, recommended approval of a temporary license for Items 87 through 89.

(11:22)

2-850

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

ITEM DESCRIPTION: Discussion & possible action regarding a request for temporary approval of change of ownership/business name for a Beer/Wine/Cooler Off-Sale Liquor Lic., From: Terrible Herbst, Inc., dba Arco AM/PM Mini Mkt., To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 11 N. Nellis Bl. Ward 3 (Reese)

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."

The attached letter dated November 24, 1999 from Ann M. Pierce, Licensing Coordinator, Kummer Kaempfer Bonner & Renshaw, outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on November 30, 1999. Jerry E. Herbst, Director and 50% stockholder of the managing member has been investigated and approved for suitability numerous times in both the City and Clark County. Although Alexander W. Rangos, John G. Rangos, Jr. and Gerald W. B. Weber have not been investigated previously, there was no indication in the paperwork submitted they 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.

KUMMER KAEMPFER BONNER & RENSHAW
ATTORNEYS AT LAW

JOHN C. RENSHAW
THOMAS F. KUMMER
CHRISTOPHER L. KAEMPFER
MICHAEL J. BONNER
KATHLEEN JANE ENGLAND
JOHN N. BREWER
GERALD D. WAITE
SHERWOOD N. COOK
SHARI CASSIN PATTERSON
JOHN C. JEPSEN
MARK H. FIORENTINO
JOHN A. CURTAS

OF COUNSEL
H. GREGORY NASKY
JAMES H. BILBRAY
MICHAEL W. BRIMLEY

SEVENTH FLOOR
3800 HOWARD HUGHES PARKWAY
LAS VEGAS, NEVADA 89109-0907

(702) 792-7000
FAX: (702) 796-7181
E-MAIL: NVLAW@KKBR.COM

November 24, 1999

THOMAS D. AMICK
SEAN L. ANDERSON*
NIKKI L. BAKER
L. JOE COPPEDGE
MADELINE L. DICICCO
GREGORY S. GILBERT
ROBERT J. GRONAUER
JEREMY B. HILSABECK
GAVIN C. JANGARD
ROBERT C. KIM
KURT C. LAMBETH
ANGELA TURRICIANO OTTO
ELIZABETH A. SAVAGE
LYSSA M. SIMONELLI
JAMES E. SMYTH II
GREGG R. VERMEYS
TROY A. WALLIN
ANTHONY A. ZMAILA

*LICENSED ONLY IN WASHINGTON

VIA HAND DELIVERY

Mr. Eddie Raines
City of Las Vegas
Department of Business and Finance
400 E. Stewart Avenue, 3rd Floor
Las Vegas, Nevada 89101

Re: *Terrible's*

Dear Eddie:

Please accept the enclosed applications for a full service car wash, lube center, convenience store, gas station, tobacco and beer/wine/cooler off-sale liquor license on behalf of Nevada Car Wash Properties, LLC, and Las Vegas Car Wash Investments, LLC. In conjunction with these applications enclosed are the following:

- Las Vegas Car Wash Investments, LLC d/b/a Terrible's -7510 W. Cheyenne Avenue and 8595 W. Lake Mead Blvd.
 - 1) Nevada Business Registration for 7510 W. Cheyenne Avenue;
 - 2) Nevada Business Registration for 8595 W. Lake Mead Blvd.;
 - 3) Organizational Chart;
 - 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
 - 5) Bill of Sale, Assignment and Assumption Agreement between Terrible Herbst and Las Vegas Car Wash Investments, LLC;
 - 6) Grant, Bargain, Sale Deed for Las Vegas Car Wash Investments, LLC;
 - 7) Certificate of Good Standing of Car Spa, Inc.;
 - 8) Articles of Incorporation of Car Spa, Inc.;
 - 9) 1998 Income Tax Returns of Car Spa, Inc.;
 - 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
 - 11) Articles of Organization of Car Spa (TH) Holdings, LLC;

November 24, 1999

Page 2

- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Las Vegas Car Wash Investments, LLC;
- 14) Articles of Organization of Las Vegas Car Wash Investments, LLC;
- 15) Operating Agreement of Las Vegas Car Wash Investments, LLC;
- 16) Filed Fictitious Firm Name form for 7510 W. Cheyenne Avenue;
- 17) Filed Fictitious Firm Name form for 8595 W. Lake Mead Blvd.;
- 18) Check No. 6068 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 7510 W. Cheyenne Avenue;
- 19) Check No. 6067 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 8595 W. Lake Mead Blvd.;
- 20) Check No. 6079 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 7510 W. Cheyenne Avenue; and
- 21) Check No. 6078 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 8595 W. Lake Mead Blvd.

With regard to Alexander W. Rangos, President and 24.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6071 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6077 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 02-147130584 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Jerry Herbst, director and 50% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Fast Track Personal History Questionnaire;
- 2) In lieu of the Personal Financial Questionnaire, Mr. Herbst is providing a copy of his 1998 statement of financial condition. We have been advised that this is the document Mr. Herbst has been providing for all his liquor license applications.);
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6070 in the amount of \$150.00 made payable to LVMPD; and
- 8) Check No. 6076 in the amount of \$30.00 made payable to the City of Las Vegas.

With regard to John G. Rangos, Jr. 14.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;

November 24, 1999

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- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check 6069 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6072 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 02-147130585 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Gerald W.B. Weber, Vice President/Secretary/Treasurer and 0.5% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 26366 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 26367 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 6457006863 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

• **Nevada Car Wash Properties, LLC d/b/a Terrible's – 11 N. Nellis Blvd., 109 S. Rainbow Blvd., and 7820 W. Sahara Avenue**

- 1) Nevada Business Registration for 11 N. Nellis Blvd.;
- 2) Nevada Business Registration for 109 S. Rainbow Blvd.;
- 3) Nevada Business Registration for 7820 W. Sahara Avenue;
- 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
- 5) Bill of Sale, Assignment and Assumption Agreement between Terrible Herbst and Nevada Car Wash Properties, LLC;
- 6) Grant, Bargain, Sale Deed for Nevada Car Wash Properties, LLC;
- 7) Certificate of Good Standing of Car Spa, Inc.;
- 8) Articles of Incorporation of Car Spa, Inc.;
- 9) 1998 Income Tax Returns of Car Spa, Inc.;
- 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
- 11) Articles of Organization of Car Spa (TH) Holdings, LLC;
- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Nevada Car Wash Properties, LLC;
- 14) Articles of Organization of Nevada Car Wash Properties, LLC;
- 15) Operating Agreement of Nevada Car Wash Properties, LLC;
- 16) Filed Fictitious Firm Name form for 11 N. Nellis Blvd.;
- 17) Filed Fictitious Firm Name form for 109 S. Rainbow Blvd.;
- 18) Filed Fictitious Firm Name form for 7820 W. Sahara Avenue;
- 19) Check No. 6066 in the amount of \$200.00 made payable to LVMPD for the entity located at 11 N. Nellis Blvd.;

November 24, 1999

Page 4

- 20) Check No. 6065 in the amount of \$200.00 made payable to LVMPD for the entity located at 109 S. Rainbow Blvd.;
- 21) Check No. 6064 in the amount of \$200.00 made payable to LVMPD for the entity located at 7820 W. Sahara Avenue;
- 22) Check No. 6075 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 11 N. Nellis Blvd.;
- 23) Check No. 6074 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 109 S. Rainbow Blvd.; and
- 24) Check No. 6073 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 7820 W. Sahara Avenue.

We have not duplicated the personal packages.

Pursuant to LVMC 6.06.130, we are respectfully requesting a waiver of the suitability requirements for Car Spa (TH) Holdings, LLC, John Rangos, Sr., Carlos Vidueira, William Dudziak and Troy Herbst. These individuals do not participate in the day to day management of the business and will not significantly influence the operations. Messrs. Rangos Sr., Vidueira, Dudziak are not shareholders of ten percent or more and do not reside in Nevada.

As discussed, it is the intent of our client to begin operations as soon as possible; therefore, we respectfully request a temporary liquor license for each of the above-referenced locations. Pursuant to our conversation, it is my understanding that if our request for consideration for a temporary liquor license is granted we could be placed on the December 15, 1999 City Council agenda for formal approval.

As always, it is a pleasure to work with you and we appreciate all of your efforts and assistance with this application. If you have any questions or need clarification on anything please do not hesitate to contact Tom Amick or me as soon as possible.

Sincerely,

KUMMER KAEMPFER BONNER & RENSHAW



Ann M. Pierce
Licensing Coordinator

AMP/jf
Enclosure

cc: Carlos Vidueira (via U. S. Mail w/ encl.)

City of Las Vegas

Agenda Item No. 88

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License, subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report, From: Terrible Herbst, Inc., dba Terrible's #156, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, L.L.C., dba Terrible's, 109 South Rainbow Blvd., Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - 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 a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report

BACKUP DOCUMENTATION:

Agenda Memo and Attorney's Letter

MOTION:

L. McDONALD - APPROVED a temporary license, subject to the provisions of the planning and fire codes and Health Department regulations and receipt of a favorable police report - **UNANIMOUS**

MINUTES:

ATTORNEY MARK FIORENTINO, Kummer Kaempfer Bonner and Renshaw, 3800 Howard Hughes Parkway, appeared representing the applicants on Items 85 through 89.

See Item 87 for related discussion.

(11:22 - 11:23)

2-862

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

ITEM DESCRIPTION: Discussion & possible action regarding a request for temporary approval of change of ownership/business name for a Beer/Wine/Cooler Off-Sale Liquor Lic., From: Terrible Herbst, Inc., dba Terrible's #156, To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 109 S Rainbow Ward 2 (L.B. McDonald)

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."

The attached letter dated November 24, 1999 from Ann M. Pierce, Licensing Coordinator, Kummer Kaempfer Bonner & Renshaw, outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on November 30, 1999. Jerry E. Herbst, Director and 50% stockholder of the managing member has been investigated and approved for suitability numerous times in both the City and Clark County. Although Alexander W. Rangos, John G. Rangos, Jr. and Gerald W. B. Weber have not been investigated previously, there was no indication in the paperwork submitted they 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.

KUMMER KAEMPFER BONNER & RENSHAW

ATTORNEYS AT LAW

JOHN C. RENSHAW
 THOMAS F. KUMMER
 CHRISTOPHER L. KAEMPFER
 MICHAEL J. BONNER
 KATHLEEN JANE ENGLAND
 JOHN N. BREWER
 GERALD D. WAITE
 SHERWOOD N. COOK
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 JOHN C. JEPSEN
 MARK H. FIORENTINO
 JOHN A. CURTAS

OF COUNSEL
 H. GREGORY NASKY
 JAMES H. BILBRAY
 MICHAEL W. BRIMLEY

SEVENTH FLOOR
 3800 HOWARD HUGHES PARKWAY
 LAS VEGAS, NEVADA 89109-0907

(702) 792-7000
 FAX: (702) 796-7181
 E-MAIL: NVLAW@KKBR.COM

November 24, 1999

THOMAS D. AMICK
 SEAN L. ANDERSON
 NIKKI L. BAKER
 L. JOE COPPEDGE
 MADELINE L. DICICCO
 GREGORY S. GILBERT
 ROBERT J. GRONAUER
 JEREMY B. HILSABECK
 GAVIN C. JANGARD
 ROBERT C. KIM
 KURT C. LAMBETH
 ANGELA TURRICIANO OTTO
 ELIZABETH A. SAVAGE
 LYSSA M. SIMONELLI
 JAMES E. SMYTH II
 GREGG R. VERMEYS
 TROY A. WALLIN
 ANTHONY A. ZMAILA

*LICENSED ONLY IN WASHINGTON

VIA HAND DELIVERY

Mr. Eddie Raines
 City of Las Vegas
 Department of Business and Finance
 400 E. Stewart Avenue, 3rd Floor
 Las Vegas, Nevada 89101

Re: *Terrible's*

Dear Eddie:

Please accept the enclosed applications for a full service car wash, lube center, convenience store, gas station, tobacco and beer/wine/cooler off-sale liquor license on behalf of Nevada Car Wash Properties, LLC, and Las Vegas Car Wash Investments, LLC. In conjunction with these applications enclosed are the following:

- Las Vegas Car Wash Investments, LLC d/b/a Terrible's -7510 W. Cheyenne Avenue and 8595 W. Lake Mead Blvd.
 - 1) Nevada Business Registration for 7510 W. Cheyenne Avenue;
 - 2) Nevada Business Registration for 8595 W. Lake Mead Blvd.;
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 - 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
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 - 6) Grant, Bargain, Sale Deed for Las Vegas Car Wash Investments, LLC;
 - 7) Certificate of Good Standing of Car Spa, Inc.;
 - 8) Articles of Incorporation of Car Spa, Inc.;
 - 9) 1998 Income Tax Returns of Car Spa, Inc.;
 - 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
 - 11) Articles of Organization of Car Spa (TH) Holdings, LLC;

November 24, 1999

Page 2

- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Las Vegas Car Wash Investments, LLC;
- 14) Articles of Organization of Las Vegas Car Wash Investments, LLC;
- 15) Operating Agreement of Las Vegas Car Wash Investments, LLC;
- 16) Filed Fictitious Firm Name form for 7510 W. Cheyenne Avenue;
- 17) Filed Fictitious Firm Name form for 8595 W. Lake Mead Blvd.;
- 18) Check No. 6068 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 7510 W. Cheyenne Avenue;
- 19) Check No. 6067 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 8595 W. Lake Mead Blvd.;
- 20) Check No. 6079 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 7510 W. Cheyenne Avenue; and
- 21) Check No. 6078 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 8595 W. Lake Mead Blvd.

With regard to Alexander W. Rangos, President and 24.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6071 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6077 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 02-147130584 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Jerry Herbst, director and 50% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Fast Track Personal History Questionnaire;
- 2) In lieu of the Personal Financial Questionnaire, Mr. Herbst is providing a copy of his 1998 statement of financial condition. We have been advised that this is the document Mr. Herbst has been providing for all his liquor license applications.);
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6070 in the amount of \$150.00 made payable to LVMPD; and
- 8) Check No. 6076 in the amount of \$30.00 made payable to the City of Las Vegas.

With regard to John G. Rangos, Jr. 14.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;

November 24, 1999

Page 3

- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check 6069 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6072 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 02-147130585 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Gerald W.B. Weber, Vice President/Secretary/Treasurer and 0.5% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 26366 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 26367 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 6457006863 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

• **Nevada Car Wash Properties, LLC d/b/a Terrible's - 11 N. Nellis Blvd., 109 S. Rainbow Blvd., and 7820 W. Sahara Avenue**

- 1) Nevada Business Registration for 11 N. Nellis Blvd.;
- 2) Nevada Business Registration for 109 S. Rainbow Blvd.;
- 3) Nevada Business Registration for 7820 W. Sahara Avenue;
- 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
- 5) Bill of Sale, Assignment and Assumption Agreement between Terrible Herbst and Nevada Car Wash Properties, LLC;
- 6) Grant, Bargain, Sale Deed for Nevada Car Wash Properties, LLC;
- 7) Certificate of Good Standing of Car Spa, Inc.;
- 8) Articles of Incorporation of Car Spa, Inc.;
- 9) 1998 Income Tax Returns of Car Spa, Inc.;
- 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
- 11) Articles of Organization of Car Spa (TH) Holdings, LLC;
- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Nevada Car Wash Properties, LLC;
- 14) Articles of Organization of Nevada Car Wash Properties, LLC;
- 15) Operating Agreement of Nevada Car Wash Properties, LLC;
- 16) Filed Fictitious Firm Name form for 11 N. Nellis Blvd.;
- 17) Filed Fictitious Firm Name form for 109 S. Rainbow Blvd.;
- 18) Filed Fictitious Firm Name form for 7820 W. Sahara Avenue;
- 19) Check No. 6066 in the amount of \$200.00 made payable to LVMPD for the entity located at 11 N. Nellis Blvd.;

November 24, 1999

Page 4

- 20) Check No. 6065 in the amount of \$200.00 made payable to LVMPD for the entity located at 109 S. Rainbow Blvd.;
- 21) Check No. 6064 in the amount of \$200.00 made payable to LVMPD for the entity located at 7820 W. Sahara Avenue;
- 22) Check No. 6075 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 11 N. Nellis Blvd.;
- 23) Check No. 6074 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 109 S. Rainbow Blvd.; and
- 24) Check No. 6073 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 7820 W. Sahara Avenue.

We have not duplicated the personal packages.

Pursuant to LVMC 6.06.130, we are respectfully requesting a waiver of the suitability requirements for Car Spa (TH) Holdings, LLC, John Rangos, Sr., Carlos Vidueira, William Dudziak and Troy Herbst. These individuals do not participate in the day to day management of the business and will not significantly influence the operations. Messrs. Rangos Sr., Vidueira, Dudziak are not shareholders of ten percent or more and do not reside in Nevada.

As discussed, it is the intent of our client to begin operations as soon as possible; therefore, we respectfully request a temporary liquor license for each of the above-referenced locations. Pursuant to our conversation, it is my understanding that if our request for consideration for a temporary liquor license is granted we could be placed on the December 15, 1999 City Council agenda for formal approval.

As always, it is a pleasure to work with you and we appreciate all of your efforts and assistance with this application. If you have any questions or need clarification on anything please do not hesitate to contact Tom Amick or me as soon as possible.

Sincerely,

KUMMER KAEMPFER BONNER & RENSCHAW



Ann M. Pierce
Licensing Coordinator

AMP/jf
Enclosure

cc: Carlos Vidueira (via U. S. Mail w/ encl.)

City of Las Vegas

Agenda Item No. 89

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report, From: Terrible Herbst, Inc., dba Terrible's #166, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Nevada Car Wash Properties, L.L.C., dba Terrible's, 7800 West Sahara Avenue, Car Spa (TH) Holdings, L.L.C., Member, 100%, Car Spa, Inc., Manager, Member, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Member, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 1 (M. McDonald)

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

Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Beer/Wine/Cooler Off-Sale Liquor License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes, Health Department Regulations and a favorable police report

BACKUP DOCUMENTATION:

Agenda Memo and Attorney's Letter

MOTION:

M. McDONALD - APPROVED a temporary license, subject to the provisions of the planning and fire codes and Health Department regulations and receipt of a favorable police report - **UNANIMOUS**

MINUTES:

ATTORNEY MARK FIORENTINO, Kummer Kaempfer Bonner and Renshaw, 3800 Howard Hughes Parkway, appeared representing the applicants on Items 85 through 89. He thanked MR. DiFIORE for his assistance in getting the applications on the agenda, especially since there was a lot of complicated paperwork.

See Item 87 for related discussion.

(11:23)

2-870

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES

ITEM DESCRIPTION: Discussion & possible action regarding a request for temporary approval of change of ownership/business name for a Beer/Wine/Cooler Off-Sale Liquor Lic., From: Terrible Herbst, Inc., dba Terrible's #166, To: Las Vegas Car Wash Investments, L.L.C., dba Terrible's, 7800 W Sahara Ave. Ward 2 (M. McD.)

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."

The attached letter dated November 24, 1999 from Ann M. Pierce, Licensing Coordinator, Kummer Kaempfer Bonner & Renshaw, outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on November 30, 1999. Jerry E. Herbst, Director and 50% stockholder of the managing member has been investigated and approved for suitability numerous times in both the City and Clark County. Although Alexander W. Rangos, John G. Rangos, Jr. and Gerald W. B. Weber have not been investigated previously, there was no indication in the paperwork submitted they 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.

KUMMER KAEMPFER BONNER & RENSHAW
ATTORNEYS AT LAW

JOHN C. RENSHAW
THOMAS F. KUMMER
CHRISTOPHER L. KAEMPFER
MICHAEL J. BONNER
KATHLEEN JANE ENGLAND
JOHN N. BREWER
GERALD D. WAITE
SHERWOOD N. COOK
SHARI CASSIN PATTERSON
JOHN C. JEPSEN
MARK H. FIORENTINO
JOHN A. CURTAS

OF COUNSEL
H. GREGORY NASKY
JAMES H. BILBRAY
MICHAEL W. BRIMLEY

SEVENTH FLOOR
3800 HOWARD HUGHES PARKWAY
LAS VEGAS, NEVADA 89109-0907

(702) 792-7000
FAX: (702) 796-7181
E-MAIL: NVLAW@KKBR.COM

November 24, 1999

THOMAS D. AMICK
SEAN L. ANDERSON
NIKKI L. BAKER
L. JOE COPPEDGE
MADELINE L. DICICCO
GREGORY S. GILBERT
ROBERT J. GRONAUER
JEREMY B. HILSABECK
GAVIN C. JANGARD
ROBERT C. KIM
KURT C. LAMBETH
ANGELA TURRICIANO OTTO
ELIZABETH A. SAVAGE
LYSSA M. SIMONELLI
JAMES E. SMYTH II
GREGG R. VERMEYS
TROY A. WALLIN
ANTHONY A. ZMAILA

*LICENSED ONLY IN WASHINGTON

VIA HAND DELIVERY

Mr. Eddie Raines
City of Las Vegas
Department of Business and Finance
400 E. Stewart Avenue, 3rd Floor
Las Vegas, Nevada 89101

Re: *Terrible's*

Dear Eddie:

Please accept the enclosed applications for a full service car wash, lube center, convenience store, gas station, tobacco and beer/wine/cooler off-sale liquor license on behalf of Nevada Car Wash Properties, LLC, and Las Vegas Car Wash Investments, LLC. In conjunction with these applications enclosed are the following:

- Las Vegas Car Wash Investments, LLC d/b/a Terrible's -7510 W. Cheyenne Avenue and 8595 W. Lake Mead Blvd.
 - 1) Nevada Business Registration for 7510 W. Cheyenne Avenue;
 - 2) Nevada Business Registration for 8595 W. Lake Mead Blvd.;
 - 3) Organizational Chart;
 - 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
 - 5) Bill of Sale, Assignment and Assumption Agreement between Terrible Herbst and Las Vegas Car Wash Investments, LLC;
 - 6) Grant, Bargain, Sale Deed for Las Vegas Car Wash Investments, LLC;
 - 7) Certificate of Good Standing of Car Spa, Inc.;
 - 8) Articles of Incorporation of Car Spa, Inc.;
 - 9) 1998 Income Tax Returns of Car Spa, Inc.;
 - 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
 - 11) Articles of Organization of Car Spa (TH) Holdings, LLC;

November 24, 1999

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- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Las Vegas Car Wash Investments, LLC;
- 14) Articles of Organization of Las Vegas Car Wash Investments, LLC;
- 15) Operating Agreement of Las Vegas Car Wash Investments, LLC;
- 16) Filed Fictitious Firm Name form for 7510 W. Cheyenne Avenue;
- 17) Filed Fictitious Firm Name form for 8595 W. Lake Mead Blvd.;
- 18) Check No. 6068 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 7510 W. Cheyenne Avenue;
- 19) Check No. 6067 in the amount of \$200.00 made payable to LVMPD for the processing fee for entity at 8595 W. Lake Mead Blvd.;
- 20) Check No. 6079 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 7510 W. Cheyenne Avenue; and
- 21) Check No. 6078 in the amount of \$30.00 made payable to the City of Las Vegas to cover processing fee for 8595 W. Lake Mead Blvd.

With regard to Alexander W. Rangos, President and 24.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6071 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6077 in the amount of \$30.00 made payable to the City of Las Vegas; and
- 9) Money Order No. 02-147130584 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Jerry Herbst, director and 50% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Fast Track Personal History Questionnaire;
- 2) In lieu of the Personal Financial Questionnaire, Mr. Herbst is providing a copy of his 1998 statement of financial condition. We have been advised that this is the document Mr. Herbst has been providing for all his liquor license applications.);
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 6070 in the amount of \$150.00 made payable to LVMPD; and
- 8) Check No. 6076 in the amount of \$30.00 made payable to the City of Las Vegas.

With regard to John G. Rangos, Jr. 14.3% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;

November 24, 1999

Page 3

- 5) Copy of Birth Certificate;
- 6) Photograph;
- 7) Check 6069 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 6072 in the amount of \$30.00 made payable to the City of Las Vegas;
and
- 9) Money Order No. 02-147130585 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

With regard to Gerald W.B. Weber, Vice President/Secretary/Treasurer and 0.5% shareholder of Car Spa, Inc. enclosed are the following:

- 1) Personal History Questionnaire;
- 2) Personal Financial Questionnaire;
- 3) Two (2) LVMPD Authorization to Release Information;
- 4) Child Support Compliance;
- 5) Certified copy of Birth Certificate;
- 6) Photograph;
- 7) Check No. 26366 in the amount of \$150.00 made payable to LVMPD;
- 8) Check No. 26367 in the amount of \$30.00 made payable to the City of Las Vegas;
and
- 9) Money Order No. 6457006863 in the amount of \$39.00 made payable to the Nevada Highway Patrol.

• **Nevada Car Wash Properties, LLC d/b/a Terrible's – 11 N. Nellis Blvd., 109 S. Rainbow Blvd., and 7820 W. Sahara Avenue**

- 1) Nevada Business Registration for 11 N. Nellis Blvd.;
- 2) Nevada Business Registration for 109 S. Rainbow Blvd.;
- 3) Nevada Business Registration for 7820 W. Sahara Avenue;
- 4) Amended and Restated Asset Purchase Agreement between Car Spa, Inc. and Terrible Herbst, Inc.;
- 5) Bill of Sale, Assignment and Assumption Agreement between Terrible Herbst and Nevada Car Wash Properties, LLC;
- 6) Grant, Bargain, Sale Deed for Nevada Car Wash Properties, LLC;
- 7) Certificate of Good Standing of Car Spa, Inc.;
- 8) Articles of Incorporation of Car Spa, Inc.;
- 9) 1998 Income Tax Returns of Car Spa, Inc.;
- 10) Limited Liability Company Charter of Car Spa (TH) Holdings, LLC;
- 11) Articles of Organization of Car Spa (TH) Holdings, LLC;
- 12) Operating Agreement of Car Spa (TH) Holdings, LLC;
- 13) Limited Liability Company Charter of Nevada Car Wash Properties, LLC;
- 14) Articles of Organization of Nevada Car Wash Properties, LLC;
- 15) Operating Agreement of Nevada Car Wash Properties, LLC;
- 16) Filed Fictitious Firm Name form for 11 N. Nellis Blvd.;
- 17) Filed Fictitious Firm Name form for 109 S. Rainbow Blvd.;
- 18) Filed Fictitious Firm Name form for 7820 W. Sahara Avenue;
- 19) Check No. 6066 in the amount of \$200.00 made payable to LVMPD for the entity located at 11 N. Nellis Blvd.;

November 24, 1999

Page 4

- 20) Check No. 6065 in the amount of \$200.00 made payable to LVMPD for the entity located at 109 S. Rainbow Blvd.;
- 21) Check No. 6064 in the amount of \$200.00 made payable to LVMPD for the entity located at 7820 W. Sahara Avenue;
- 22) Check No. 6075 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 11 N. Nellis Blvd.;
- 23) Check No. 6074 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 109 S. Rainbow Blvd.; and
- 24) Check No. 6073 in the amount of \$30.00 made payable to the City of Las Vegas for the processing fee for 7820 W. Sahara Avenue.

We have not duplicated the personal packages.

Pursuant to LVMC 6.06.130, we are respectfully requesting a waiver of the suitability requirements for Car Spa (TH) Holdings, LLC, John Rangos, Sr., Carlos Vidueira, William Dudziak and Troy Herbst. These individuals do not participate in the day to day management of the business and will not significantly influence the operations. Messrs. Rangos Sr., Vidueira, Dudziak are not shareholders of ten percent or more and do not reside in Nevada.

As discussed, it is the intent of our client to begin operations as soon as possible; therefore, we respectfully request a temporary liquor license for each of the above-referenced locations. Pursuant to our conversation, it is my understanding that if our request for consideration for a temporary liquor license is granted we could be placed on the December 15, 1999 City Council agenda for formal approval.

As always, it is a pleasure to work with you and we appreciate all of your efforts and assistance with this application. If you have any questions or need clarification on anything please do not hesitate to contact Tom Amick or me as soon as possible.

Sincerely,

KUMMER KAEMPFER BONNER & RENSHAW



Ann M. Pierce
Licensing Coordinator

AMP/jf
Enclosure

cc: Carlos Vidueira (via U. S. Mail w/ encl.)

City of Las Vegas

Agenda Item No. 90

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a request for temporary approval of a change of ownership, change of business name for a Pawnbroker License and a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes and receipt of a favorable police report, From: Smith-Christensen Enterprises, Inc., dba Auto Auction Sales, Vern Christensen, Treas, Jerry Page, Mgr, To: ASAP Auto Pawn, Inc., dba Auto Pawn Plus, 1701 Western Avenue, Craig A. McCall, Dir, Pres, Secy, Treas, Jerome L. Ryan, Mgr, 10%, The Craig and Kathryn McCall Trust, 90%, Craig A. McCall, Trustor, Trustee - Ward 1 (M. McDonald)

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

Discussion and possible action regarding a request for temporary approval of a change of ownership and change of business name for a Pawnbroker License and a new Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and receipt of a favorable police report

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD - APPROVED a temporary license, subject to the provisions of the planning and fire codes and receipt of a favorable police report - UNANIMOUS

MINUTES:

ATTORNEY MATTHEW CALLISTER, Callister and Reynolds, appeared representing CRAIG McCALL and JEROME RYAN, who were present.

JIM DiFIORE, Manager, Business Services, stated the applicants met the requirements for a temporary license. They currently have three pawnbroker licenses in the City of Henderson. The Police Report indicated no concerns; therefore, he recommended approval.

There was no further discussion.

(11:23 - 11:25)

2-900

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Discussion & possible action regarding change of ownership/change of business name/request for temporary license for Pawnbroker License & a new Class II Secondhand Dealer License From: Smith-Christensen Enterprises, Inc., dba Auto Auction Sales, To: ASAP Auto Pawn, Inc., dba Auto Pawn Plus - Ward 1**

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."

The attached letter dated November 29, 1999 from Matthew Q. Callister, Esq., outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on December 1, 1999. Craig A. McCall, Director, President, Secretary and Treasurer and Jerome L. Ryan, Manager have been investigated and approved for three pawnbroker licenses in the city of Henderson. Also, in August 1999 these applicants were investigated and approved for a pawnbroker license in Tucson, Arizona. Although Messrs. McCall and Ryan have not been investigated previously by the Las Vegas Metropolitan Police Department, there was no indication in the paperwork submitted they would not be found suitable to hold these licenses. 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 temporary licenses 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.

City of Las Vegas

Agenda Item No. 91

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

Discussion and possible action regarding temporary approval of a new Independent Massage Therapist License subject to receipt of a favorable police report, Alisa Crouch, dba Alisa Crouch, 1632 Jansen Avenue, Alisa D. Crouch, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding temporary approval of a new Independent Massage Therapist License to expire on January 18, 2000

RECOMMENDATION:

Recommend approval subject to receipt of a favorable police report

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE - APPROVED a temporary license, subject to receipt of a favorable police report - **UNANIMOUS**

MINUTES:

MS. CROUCH was present. She corrected that her address is 2632 Jansen Avenue.

JIM DiFIORE, Manager, Business Services, recommended approval of a temporary license, stating that there is no area of concern by the Las Vegas Metropolitan Police Department.

There was no further discussion.

(11:25 - 11:26)

2-950

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: FINANCE & BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding temporary approval of a new Independent Massage Therapist License subject to receipt of a favorable police report, Alisa Crouch, dba Alisa Crouch, 1632 Jansen Avenue, Alisa D. Crouch, 100% - Ward 3 (Reese)**

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 November 11, 1999 from Ms. Crouch outlines the request for temporary license.

Ms. Crouch submitted all of the required documentation and paid all applicable fees for investigation on November 9, 1999. Although Ms. Crouch 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 this applicant from being approved for a temporary independent massage therapist 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 Ms. Crouch this item will be brought back before the Council for appropriate action.

On September 15, 1999, the City Council passed Bill No. 99-46 which amended Las Vegas Municipal Code 6.52, Massage Establishments and Independent Massage Therapists. One of the requirements of this amendment is that all massage therapists must furnish this Department, within 120 days of passage (January 18, 2000), certification from the National Certification Board for Therapeutic Massage & Bodywork (NCBTMB). Due to the fact that the Bill was passed while the application was pending, the request for a Temporary License is recommended contingent upon the applicant meeting this requirement.

City of Las Vegas

Agenda Item No. 92

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: HUMAN RESOURCES****DIRECTOR: RICK ANDERSON**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on vendor contracts and/or amendments with USI Administrators, Universal Health Network, Catalyst RX, Concentra, Harmony Healthcare and American National for Calendar Year 2000 Employee Medical Insurance Providers (\$689,574 from the Internal Service Fund)

Fiscal Impact☐**No Impact****Amount: \$689,574**☒**Budget Funds Available****Dept./Division: Human Resources**☐**Augmentation Required****Funding Source: Internal Service Fund****PURPOSE/BACKGROUND:**

At the City Council meeting of November 17, 1999, Council approved the vendors for calendar year 2000 medical insurance providers and administrators

RECOMMENDATION:

That the vendor contracts be approved for Calendar Year 2000 Employee Medical Insurance Providers

BACKUP DOCUMENTATION:

Vendor contracts:

USI Administrators (Third Party Administrators and Utilization Management)

Universal Health Network (Preferred Provider Organization)

Catalyst RX (Prescription Drugs)

Concentra (Large Case Management)

Harmony Healthcare (Employee Assistance Program)

American National (Reinsurance)

MOTION:

McDONALD - APPROVED as recommended, rejecting American National and substituting it with American Fidelity - UNANIMOUS

MINUTES:

RICK ANDERSON, Director, Human Resources Department, requested that American National be rejected and substituted with American Fidelity, who agreed to step in and match all the terms of American National. He thanked DEPUTY CITY ATTORNEY DAN STILL for his assistance in the matter.

(11:26 - 11:27)

2-980

AGREEMENT FOR CLAIMS ADMINISTRATION AND
UTILIZATION MANAGEMENT SERVICES
BETWEEN USI ADMINISTRATORS OF NEVADA, INC.,
CITY OF LAS VEGAS AND CITY OF LAS VEGAS
EMPLOYEE'S BENEFIT PLAN

THIS AGREEMENT FOR CLAIMS ADMINISTRATION AND UTILIZATION MANAGEMENT SERVICES is made and entered into as of this 15th day of December 1999, (hereinafter "Agreement") by and among USI Administrators of Nevada, Inc., (hereinafter "USI") a Nevada corporation which maintains its principal place of business at 2700 West Sahara Avenue, Las Vegas, Nevada, 89102, and the City of Las Vegas (hereinafter "City") a municipal corporation, which maintains its principal place of business at 400 East Stewart Avenue, Las Vegas, Nevada 89101 and the City's Employee Health Benefit Plan (hereinafter "Plan") funded by the City. The City and USI may also sometimes be referred to individually as "party" or collectively "parties" throughout this Agreement.

WITNESSETH:

WHEREAS, USI (hereinafter also "Administrator") is in the business of administering self-insured employee health benefit plans and providing pre-determination/authorization for medical and dental claims; and

WHEREAS, USI is also capable of administering and providing Medical Utilization management oversight; and

WHEREAS, the City's Plan is a health benefit plan created by, and fully funded by, the City (hereinafter also "Employer"); and

WHEREAS, the Plan has entered into, or will enter into, uniform agreements with the employees of the Employer (the "Participants") to provide health insurance for the Participants; and

WHEREAS, the Plan and the Employer understand, and will represent to the Participants, that the Administrator is not an insurer and is, therefore, not responsible for the sufficiency of funds necessary to satisfy claims by Participants, or claims by health care, dental or prescription drug providers (collectively, the "Providers").

NOW, THEREFORE, in consideration of the foregoing mutual promises, the parties agree to the following terms, conditions and covenants:

1. Term of the Agreement. This Agreement is binding as of the date of its execution and delivery but will not take effect until January 1, 2000 (hereinafter "Commencement Date"). The term of this Agreement will begin upon the Commencement Date and will continue to and including December 31, 2001, (hereinafter "Term"), subject to the provisions of Section 9 of this Agreement.

2. Duties and Obligations of the Administrator. The Administrator will perform the following acts:

A. draft, if necessary, written materials for the City's review and authorization to be given to the Participants describing the health benefits, coverage limits and procedures of the Plan (collectively, the "Terms");

B. implement procedures in accordance with the Requests for Proposal issued by Talbot of Nevada, Inc. on behalf of the City of Las Vegas on September 1, 1999, (hereinafter "RFP") and USI's Bid Proposal to the City dated September 17, 1999 (hereinafter "Proposal") both incorporated herein by this reference for the process to timely receipt, evaluate and satisfy claims for indemnification by Participants and Providers (the "Claims");

C. work with the Employer's reinsurance coverage on the Plan's behalf

that will indemnify the Plan if the Plan becomes obligated to pay Claims in excess of a predetermined amount ("Stop-loss Insurance");

D. receives Claims data and documentation from Participants and Providers;

E. evaluate Claims to initially determine their validity and whether there is coverage pursuant to the Terms;

F. refer to the Plan, for the Plan's exclusive and final resolution, any questions concerning the meaning of any part of the Terms, or the validity of any of the Claims;

G. refer to the Plan and the City's internal appeal procedure for the Plan's exclusive and final resolution of any appeals from any denial of any of the Claims pursuant to Section 503 of the Employee Retirement Insurance Security Act of 1974, as amended ("ERISA");

H. respond to any reasonable request by the Plan for information regarding any of the Claims, analyze any of the Claims, and advise the Plan regarding any of the Claims;

I. notify the Plan of the processing of Claims which the Administrator deems unusual, as compared to the Claims generally;

J. collect monies from the Employer to satisfy Claims and otherwise fund the Plan;

K. administer checking accounts in the name of the Plan;

L. prepare drafts against a Plan checking account to satisfy Claims, and forward such drafts to either the Participant, Provider or the Employer, as the Administrator is instructed by the Plan;

M. prepare for the Plan a monthly written account stating (i) funding received from the Employer, (ii) the name of each Participant or Provider who made a Claim, (iii) the value of each of the Claims made, (iv) the total value of all of the Claims made, (v) the value of each of the Claims satisfied, and (vi) the total value of all of the Claims satisfied;

N. prepare for the Plan an annual written account stating (i) funding received from the Employer, (ii) the value of each of the Claims made, (iii) the total value of all of the Claims made, (iv) the value of each of the Claims satisfied, and (v) the total value of all of the Claims satisfied;

O. deliver to the Plan all of the Administrator's actual files respecting the Claims of any of the Participants, in the form that those files are actually maintained, within thirty (30) days of notice of the termination of this Agreement, subject to both the payment of any monies due the Administrator and the Employer's payment of all packaging and delivery expenses;

P. provide Medical Utilization Management Services as specified in USI's Utilization Management Proposal Dated September 17, 1999 (hereinafter "USI Proposal") in Exhibit A of this Agreement; and

Q. comply with the required performance standards for claim processing time, claim payment/processing accuracy and customer survey results set forth in Exhibit "B" entitled Performance Standards and in USI's Proposal to the City dated September 17, 1999, which are both incorporated herein by this reference.

3. Administrator's Preauthorized Work. The Administrator may, after prior authorization and notice to the Employer or the Plan:

A. retain on the Plan's behalf, and for the benefit of the Plan, professionals

including, but not limited to, attorneys, accountants and actuaries, the advice of whom is necessary to efficiently administer the Claims; and

B. contract with Providers to provide medical treatment or supplies to participants of the Plan within the Terms.

4. Duties and Obligations of the Employer and the Plan. The Employer and the Plan will be jointly and severally responsible for performing the following acts:

A. timely furnish to the Administrator all information and documentation necessary to efficiently administer the Claims, including, but not limited to, all information respecting each of the Employer's eligible employees and each of the Participants;

B. furnish to the Administrator any changes of information respecting the status of any of the Participants within five (5) days after the Employer becomes aware of the change;

C. designate an affiliate of the Administrator, USI of Nevada, Inc., as the agent of record respecting any insurance policies written for the benefit of the Plan including, but not limited to, Stop-loss Insurance policies, and provide for the continuity of each such designation;

D. forward to the Administrator, within ten (10) days of the Plan's receipt of an invoice, all monies due the Administrator as administration fees pursuant to this Agreement;

E. forward to the Administrator, within ten (10) days of the Plan's receipt of an invoice, all monies that the Administrator requests for insurance premiums respecting any insurance policies written for the benefit of the Plan including, but not limited to, Stop-loss Insurance policies, which expenses will be borne solely by the Employer and the Plan;

F. forward to the Administrator, within ten (10) days of the Plan's receipt

of an invoice, all monies that the Administrator requests for expenses incurred to print materials for the Plan, which expenses will be borne solely by the Employer and the Plan;

G. forward to the Administrator, within ten (10) days of the Plan's receipt of an invoice, all monies that the Administrator requests for expenses incurred for professional services rendered to the Plan, which expenses will be borne solely by the Employer and the Plan;

H. forward to the Administrator, within thirty (30) days of the Plan's receipt of a funding request, all monies that the Administrator requests for the satisfaction of Claims, which expenses will be borne solely by the Employer and the Plan;

I. forward to the Administrator, within thirty (30) days of the Plan's receipt of a funding request, all monies that the Administrator requests for reimbursement of expenses in obtaining medical records or investigating claims, which expenses will be borne solely by the Employer and the Plan;

J. timely prepare, or cause to be prepared, and timely execute any documents, forms or contracts respecting the Plan that are required by statutory or common law.

5. Acknowledgments of the Parties. Each of the Administrator, the Employer and the Plan acknowledge that:

A. the Administrator owes a duty of care only to the Employer and the Plan, which duty is one of reasonable care under the attendant circumstances; the Administrator is not liable for any mistake of judgment or for any action taken in good faith;

B. in the event the Administrator makes an arithmetic error, the Administrator's liability will be limited to its expense in employing its best efforts to recover any overpayment resulting directly from such arithmetic error, without recourse to legal action;

C. the Administrator will not, in any circumstance, be responsible for using its corporate assets to satisfy any Claim or expense that is the responsibility of either the Employer or the Plan;

D. the Administrator shall not be liable for any payments, under-payments, fines, penalties, interest or other charges assessed by the Nevada State Department of Health, or any other governmental or regulatory agency, in connection with the surcharge(s) and/or assessments due with respect to the Plan pursuant to the Nevada Health Care Reform Act of 1996; the Employer and the Plan shall remain solely liable for any such payments, under-payments, fines, penalties, interest or other charges so assessed, and shall indemnify the Administrator in the event same are assessed against the Administrator.

6. Warranties and Representations.

A. The parties mutually represent and warrant to one another that: (I) no further corporate approval from any of the parties is necessary for this Agreement to be effective, (ii) each of the parties has the legal power, authority and right to enter into and perform its respective obligations under this Agreement, and (iii) each of the parties' execution of, delivery of and performance under this Agreement will not constitute a violation of any oral or written agreement to which it is a party.

B. The Employer and the Plan represent and warrant to the Administrator that the Plan is in full compliance with, and will remain in full compliance with, all rules, regulations and/or laws applicable to the Plan, including, but not limited to, ERISA.

7. Administration Fees and Other Charges. The parties will be bound by the rates set forth in Schedule A during the Term. Schedule A is attached hereto as Exhibit C and is

incorporated herein by this reference.

8. Default. It will constitute default of this Agreement, regardless of any other effect or result, upon the occurrence of any one of the following events:

A. if the Employer or the Plan fails to pay any monies due the Administrator, pursuant to this Agreement, within thirty (30) days of the date due;

B. if any of the parties commits (i) any breach of an express warranty of this Agreement, (ii) an irremediable breach of any material obligation of this Agreement, or (iii) a remedial breach of any material obligation of this Agreement that is not remedied within thirty (30) days after having received written notice of the breach;

C. if any of the parties (i) becomes insolvent, (ii) is unable to pay its debts as they mature, (iii) states in writing that it is not able to pay its debts as they mature, (iv) makes an assignment for the benefit of its creditors, (v) files, or has filed against it, any proceeding in the United States Bankruptcy Court, (vi) is subject to a levy, seizure or sale of a substantial part of its property on behalf of creditors, or (vii) is subject to the appointment of a receiver for a period equal to or greater than thirty (30) days; or

D. if any of the parties is dissolved, terminated or ceases to exist according to the laws pursuant to which such party exists.

9. Termination.

A. USI's performance pursuant to this Agreement may be terminated in whole or in part by the City upon thirty (30) days written notice thereof. Termination may be commenced by the City whenever, for any reason, the City shall determine that such termination is in the best interests of the City.

Any such termination shall be affected by delivery of a notice of termination specifying whether for the convenience of the City and the extent to which performance or work under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the City, USI shall stop work under this Agreement on the date and to the extent specified in the notice of termination. The amount due to USI by reason of termination shall be, for the City's convenience, determined as follows:

USI shall be paid on the basis of the work completed in accordance with previously agreed upon milestones and payment schedules in effect prior to the effective date of termination.

B. The Employer and the Plan agree that, if they terminate this Agreement before the completion of the Term, the Administrator will be entitled to recover, (I) all fees due the Administrator on a monthly pro rata basis for all work performed up to the date of termination; (ii) all monies that the Administrator has advanced on behalf of the Plan or the Employer, but which the Plan or the Employer have not reimbursed; and (iii) all costs actually incurred by the Administrator pursuant to this Agreement through and including the date of termination.

C. If this Agreement is terminated, the Plan and the Employer may choose to engage the Administrator, for a period of three (3) months following the termination date, to administer all run-out claims made prior to the termination date. If the City requests USI to pay claims after this Agreement is terminated, the claims will be processed for a fee of \$8.00 per claim

for a period not to exceed ninety (90) days. Any necessary data exchange or reporting will be covered in the fixed three (3) month fees. However, the Plan and the Employer may enforce this right only if they are current on all payments and/or reimbursements due the Administrator as of the date of the termination. In addition, if this Agreement terminates and the Employer requests USI not to process run-out claims, USI shall forward to the Employer or other subsequent Administrator such individual claim forms and other records as the Employer may reasonably request for the administration of the Plan or any Plan adopted in its place.

D. Any party not in default will be entitled to enforce its rights under this Agreement through specific performance or injunctive relief.

F. All of the terms and provisions of this Agreement shall survive termination to the extent that such terms and provisions are necessary to enforce the rights of the party not in default.

10. Indemnification/Hold Harmless.

USI agrees to indemnify, defend, save, and hold the City and its employees harmless from any and all claims, causes of action, attorneys' fees, or other defense costs or liability arising from the performance of this Agreement by USI, its employees, agents, subagents, and/or subcontractors.

USI agrees to provide the City with Certificates of Insurance evidencing Workers' Compensation and Liability Insurance coverage in both general and professional negligence in an amount of at least \$1,000,000.00 and to maintain such coverage in full force and effect during the term of this Agreement.

11. General.

A. Effectiveness. This Agreement is effective as provided in paragraph 1.

B. Entities Bound. This Agreement binds each of the parties and each entity that is wholly owned by, or that wholly owns, any of the parties, and this Agreement will be binding upon, inure to the benefit of, and be enforceable against any of the parties' successors and authorized assigns.

C. Entire Agreement. This Agreement, the Exhibits, the RFP, the USI Proposal and the follow-up question and answer sheets, and all schedules that are now or will be attached, represent the parties' entire agreement and integrate all previous oral and written agreements and understandings between the parties. In the event of conflicts between the documents for coverage or service issues, the RFP, the Plan and this Agreement will govern the interpretations of all disputes.

D. Severability. The invalidity of any part of this Agreement will not affect the validity of any other part.

E. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute one and the same instrument.

F. Subsequent Documents. The parties agree that each will timely execute any further documents that will be reasonably necessary to effect any term, condition, warranty, or other part or aspect of this Agreement.

G. Amendment. No provision of this Agreement may be amended, augmented or in any way modified except in writing, signed by a duly authorized representative of

each of the parties.

H. Assignment. The parties may only assign their respective rights and obligations under this Agreement in their entirety, and may not assign less than all of their respective rights and obligations. Any assignment will be conditioned upon prior written consent from each of the other parties, which consent shall not be unreasonably withheld.

I. Waiver. No waiver of any term or provision of this Agreement, nor consent to any misperformance under or breach of this Agreement, will be binding against any of the parties unless the party to be bound properly delivers a writing, signed by a duly authorized representative, expressly stating what has been waived or consented to. There will be no implied waivers or consents. No waiver respecting an expressly identified term or provision, or consent to an expressly identified act or omission, will have any effect on the balance of this Agreement, or the balance of a party's conduct.

J. Headings. The headings used in this Agreement have been inserted only to assist with reference and are not a part of the parties' intended agreement.

K. Notices. Any notice or other communication permitted or required to be given under this Agreement will be in writing and will be (i) delivered in person, (ii) mailed, by certified mail, return receipt requested, postage prepaid, or (iii) transmitted via facsimile, to the following:

Administrator:

USI Administrators of Nevada, Inc.
2700 W. Sahara Avenue, Suite 10
Las Vegas, Nevada 89102
Attention: Thomas S. Zumtobel, President
Facsimile No. (702) 248-8445

Employer:

City of Las Vegas
 Department of Human Resources
 416 North 7th Street
 Las Vegas, Nevada 89101
 Attention: Rick Anderson, Director
 Facsimile No. (702) 598-0877

Plan:

City of Las Vegas
 Department of Human Resources
 416 North 7th Street
 Las Vegas, Nevada 89101
 Attention: Rick Anderson, Director
 Facsimile No. (702) 598-0877

L. Applicable Law. The parties enter this Agreement in Nevada and this Agreement will be construed and enforced in accordance with the laws of that State to the extent such laws are not pre-empted by ERISA. With respect to the resolution of any claims, disputes or controversies, the parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, Clark County, Nevada. All actions or proceedings among the parties will be brought and maintained in the court referred to above. A final judgment in any action or proceeding between the parties will be conclusive and may be enforced in any court of competent jurisdiction.

M. Force Majeure. None of the parties will be liable to any other party or to third parties for any failure to satisfy an obligation or warranty under this Agreement due to any cause beyond its reasonable control including, but not limited to, inclement weather, Acts of God, war,

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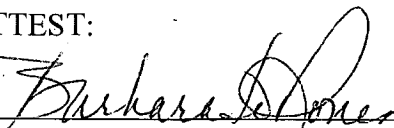
riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, power failure, or fire. If such a condition prevents one of the parties' performance for a continuous period of ninety (90) days, that party may terminate this Agreement by properly delivered written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

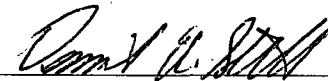
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/6/99
Date

USI ADMINISTRATORS OF NEVADA, INC.

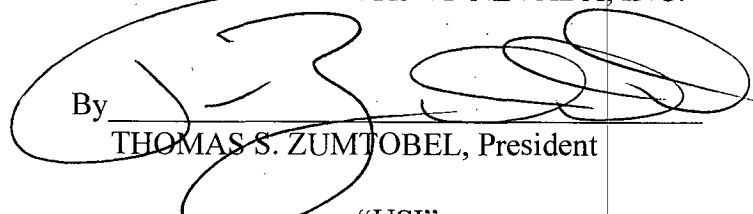
By 
THOMAS S. ZUMTOBEL, President
"USI"

EXHIBIT A
MEDICAL UTILIZATION
MANAGEMENT SERVICES ADDENDUM

USI will provide stand alone Utilization Management to include precertification, concurrent, on-site and retrospective review, discharge planning and catastrophic case management services. USI will coordinate with Stop Loss Managing underwriter to further help contain costs. This Addendum also adopts and incorporates by this reference the Utilization Management provision set forth in RFP and the Utilization Management portion of the USI Bid Proposal.

I. Prospective Inpatient Certification

USI's management of inpatient hospital expenses is best initiated through plan provisions, which provide for a prospective review of elective hospital admissions. Admissions, care settings and length of confinement can be managed to everyone's benefit when USI Care Management is involved in the care delivery process.

Benefits of our Prospective Inpatient Certification Program:

All elective admissions are reviewed by registered nurses ensuring the medical necessity of the confinement and the appropriateness of the service level (ambulatory versus inpatient treatment).

Questions of medical necessity are reviewed by a physician who, if appropriate, discusses the planned confinement with the attending physician.

Unnecessary and inappropriate inpatient days are controlled (reduced or eliminated) using nationally recognized protocols and established relationships with hospitals and providers.

Confinements for cosmetic, experimental, investigation and other non-covered procedures are identified so that patients are able to make informed treatment and financial decisions.

The ability to encourage the use of in-network providers and institutions is the maximized.

Denials based on lack of medical necessity are determined by a Medical Director and discussed physician to physician, prior to the denial, in an effort to come to agreement on an appropriate level of care.

In cases involving emergency admission, our registered nurses begin the review process as soon as we are informed of the admission. Other admissions not certified prior to confinement are considered retrospectively via chart and medical record review.

II. Concurrent Inpatient Review

Utilization review continues throughout the confinement. Concurrent review ensures appropriate length of stay and a timely, cost-effective and medically appropriate discharge. Discharge planning helps patients return to normal surroundings sooner by arranging for interim

professional services in the home or in an alternate facility when acute care is no longer required.

Services:

Registered nurses assess the need for continued hospitalization.

The careful monitoring of each patient during hospitalization results in effective management of both the level of care (ICU, acute, sub-acute) and care venue (hospital, home).

Permits early identification of patients who may be appropriate for Case Management.

III. Outpatient Utilization Review

Experience indicates that review and management is also beneficial with respect to certain outpatient services. The Outpatient Utilization Review Program provides a prospective review of selected services, such as ambulatory surgery and high cost diagnostic and therapeutic procedures. Medical necessity is certified along with appropriateness of the place of service. All reviews are performed by registered nurses.

Benefit of our Outpatient Utilization Review Program:

Cost savings from the elimination of medically inappropriate outpatient services.

Identification of cosmetic, experimental and investigational procedures (which are usually non-covered items).

Facilitation of second opinions, when appropriate.

Performance Standards for Utilization Management:

USI shall comply with all of the performance standards related to processing time, processing accuracy and customer satisfaction set forth in the performance standards for claims processing in Exhibit "B" of the Agreement.

EXHIBIT B

PERFORMANCE STANDARDS

I. PERFORMANCE STANDARD FOR CLAIMS PROCESSING

USI will place 15% of its administrative fee at risk for performance on a quarterly basis during the entire term of the Agreement. The measures will include claims processing timeliness, claims accuracy and customer service. In addition, USI will establish a dedicated telephone line for the City that will provide specific customer service measures including, but not limited to, telephone wait time, abandonment rate and courtesy of representatives.

A. CLAIM PROCESSING TIME

The target for claim processing timeliness is 98% within ten (10) days. The performance standard shall be met when the average processing time for all City claims processed during the City's claim run period is less than or equal to ten (10) working days.

The processing time for each claim shall begin when the claim is received at the offices of USI as indicated by a receipt stamp thereon or appropriate Telefax marking. Claims that must be:

- (1) Referred to the Claimant for additional information necessary to complete processing; or
- (2) Referred to a Provider for additional information necessary to complete processing; or
- (3) Referred to Medical Review for evaluation or arbitration,

shall not be considered to be received for processing until the date of receipt of such additional information. Claims shall be considered "processed" when they are entered into the claims paying system and a claim number is assigned to the claim.

Claims that are "pending" for additional information, notwithstanding the assignment of a claim number, will be considered "received" when sufficient information is obtained to continue processing the claim, and "processed" when such information is entered into the claims paying system.

In no way shall Client funding of such claims, or funding of check registers representing such claims, be a factor in determining the performance of USI in meeting the standard as set forth above.

Penalty for not achieving this goal:

5% of quarterly administrative fee

B. CLAIM PAYMENT/PROCESSING ACCURACY

Claims processing shall be considered to have met the standard if such claims error rate does not exceed .02% of the total monthly volume of claims paid on behalf of City. Volume shall be defined as the total number of claims paid per month or the total dollar amount of such claims, whichever is greater.

An "Error" shall be defined as that misprocess that causes:

- (1) Over/Underpayment of a claim under:
 - (a) the appropriate RVS scale;
 - (b) the contractual provider agreement;
 - (c) the UCR charge; or
 - (d) Plan Document

whichever takes precedence under the Agreement.
- (2) Payment of claims not allowed by the Plan Document.
- (3) Payment of claims, contrary to written instructions of the City.
- (4) Payment of claims for services or supplies not reimbursable by re-insurance contracts unless specified in the Plan Document or other written communication provided by City.
- (5) Payment of claims to or on behalf of unauthorized/ineligible recipient.
- (6) Payment of claims to wrong provider.
- (7) Payment of claims to improper address.

Penalty for not achieving this goal:

5% of quarterly administrative fee

C. CUSTOMER SURVEY RESULTS

USI shall maintain a customer satisfaction rating of at least 3.00 for overall quality of service based upon a scale of 1.0 through 4.0 from total USI claimant survey results.

Penalty for not achieving this goal:

5% of quarterly administrative fee

II. AUDIT TO DETERMINE COMPLIANCE WITH PERFORMANCE STANDARD

The City shall have the right to audit, or cause to be audited, all claims processed on the City's behalf. In the event that the City itself does not conduct the audit, the auditor will be acceptable to both City and USI. USI shall pay up to \$5,000 for an internal audit every two (2) years.

CLAIMS PROCESSING ACCURACY, FAILURE TO MEET STANDARD

If USI shall fail to meet the standards as defined above, USI shall rebate to the Client up to fifteen percent (15%) of the Medical Administration Fee for the quarter in which USI failed to meet the standard.

EXHIBIT C
SCHEDULE A FEES AND COSTS

A. **TERM:** 12:00 a.m. Pacific time January 1, 2000 through 11:59 p.m. December 31, 2001, or as subsequently amended.

B. **EXPENSES AND COSTS:**

1. **TPA Administration Pricing**

Months 1 through 3:

No charge

Months 4 through 12:

Medical/Dental \$12.00 PEPM (all inclusive).

Months 13 through 24:

Medical/Dental \$12.48 PEPM (all inclusive).

HIPAA Administration

Medical/Dental \$.20 PEPM* (all inclusive)

*The City reserves the option to remove the HIPPA processing from USI without penalty at any time during the term of the Agreement and perform this function internally

2. **Utilization Management Pricing**

Months 1 through 24:

\$1.65 PEPM (all inclusive).

**American Fidelity
Assurance Company****A member of the American Fidelity Group**

(a Stock Company)
Oklahoma City, Oklahoma 73125
(Company, WE or US)

EXCESS REIMBURSEMENT REINSURANCE AGREEMENT

REINSURANCE AGREEMENT Number: 00/004

**THIS IS A CLAIMS PAID REINSURANCE AGREEMENT-
PLEASE READ CAREFULLY**

Named Reinsured (Employer or Plan, YOU): City of Las Vegas

Principal Address: 400 E. Stewart Avenue
Las Vegas, NV 89101

Designated Third-Party Administrator (TPA): USI Administrators / Las Vegas

This REINSURANCE AGREEMENT is issued in consideration of YOUR Application and the payment of premiums. The attached Application and a copy of YOUR Employee Benefit Plan on file with US form a part of this REINSURANCE AGREEMENT.

The Effective Date and the Expiration Date of this REINSURANCE AGREEMENT are as shown below at 12:01 a.m. Standard Time at YOUR Principal Address.

Effective Date: January 1, 2000

Expiration Date: December 31, 2000

This REINSURANCE AGREEMENT is delivered in the state of YOUR Principal Address and is governed by the laws of that state.

This REINSURANCE AGREEMENT is issued by US at OUR Underwriting Offices as of the Effective Date.

Secretary

President

ARTICLE I. SCHEDULE**A. SPECIFIC EXCESS REINSURANCE**

- 1) Attachment Point \$200,000.00 per covered person.
- 2) Limit of Liability: 100% of payments made by YOU in excess of the Attachment Point.
- 3) Lifetime Maximum \$1,000,000.00
- 4) Coverage Form Specific
☐ Incurred in 12 Months and paid within 12 Months
☒ Incurred in 12 Months and paid within 15 Months
☐ Incurred in 12 Months and paid within 18 Months
☐ Incurred in 15 Months and paid within 12 Months
- 5) Extension of Coverage
☐ Yes ☒ No
- 6) Rates (PER MONTH): Single \$9.02 Family \$19.04 Composite \$ N/A

AGGREGATE EXCESS REINSURANCE

- 1) Monthly Factor: Single \$339.65 Family \$764.21 Composite \$N/A
- 2) Minimum Annual Aggregate Attachment Point: Twelve times the Aggregate Monthly Factor times the number of Covered Units based on the first month's actual enrollment.
- 3) Limit of Liability: 100% of payments made by YOU in excess of the Annual Aggregate Attachment Point to a maximum of \$1,000,000.00
- 4) Coverage Form Aggregate
☒ Standard
☐ Monthly Aggregate Advance Option
- 5) Supplementary Coverages
 Yes No
☐ ☒ Dental
☒ ☐ Prescription Card Drug Plan
☐ ☒ Weekly Income
☐ ☒ Other _____
- 6) Rates (PER MONTH): Per Employee \$1.67
 Annual Pre-paid Premium \$ _____

C. A+ OPTION ☐ Yes ☒ No

D. ENDORSEMENTS ATTACHED AFA 1205E 8-90 AFA 1221E 8-90 AFA 1233E 6-94
 AFA 1243E 6-94

ARTICLE II. DEFINITIONS

AGGREGATE MONTHLY FACTOR means the amount which accumulates to the Annual Aggregate Attachment Point per Covered Unit each month of the REINSURANCE AGREEMENT Year and is specified in the Schedule.

ANNUAL AGGREGATE ATTACHMENT POINT means for a REINSURANCE AGREEMENT Year the greater of the cumulative total of the number of Covered Units times the Aggregate Monthly Factor or the Minimum Annual Aggregate Attachment Point.

COVERED FAMILY means the employee and his or her dependents covered under the Plan.

COVERED PERSON means an individual covered under the Plan.

COVERED UNITS means an employee, an employee with dependents, or such other defined unit as agreed upon between YOU and US.

ELIGIBLE means eligible under the Plan.

EMPLOYER or Plan, YOU, means the named Reinsured.

LIFETIME MAXIMUM means the amount specified in the Schedule including the Specific Excess Attachment Point and is the maximum amount WE will reimburse YOU with respect to any Covered Person under this and any prior or subsequent REINSURANCE AGREEMENTS, but not more than the Lifetime Maximum specified in the Plan.

MINIMUM ANNUAL AGGREGATE ATTACHMENT POINT means twelve times the Aggregate Monthly Factor times the number of Covered Units based on the first month's actual enrollment.

PAID means an expense is deemed paid when the Plan draft or check has been issued during the time period specified under the definition of PLAN BENEFITS, is received by the payee not later than 21 days after the end of such time period and is honored upon presentation.

PLAN or PLAN DOCUMENT means the medical benefits YOU have contractually agreed to provide under a plan of benefits payable to YOUR employees and their eligible dependents.

PLAN BENEFITS means the total amount of medical expense benefits to which Covered Persons become entitled under the Plan during a REINSURANCE AGREEMENT Year which are (1) incurred after the Effective Date, (2) incurred while this REINSURANCE AGREEMENT is in force, and (3) incurred and paid during the REINSURANCE AGREEMENT Year. Expenses unpaid at the end of the REINSURANCE AGREEMENT Year may be paid during the Renewal REINSURANCE AGREEMENT Year subject to the Specific Attachment Point or Aggregate Attachment Point in effect on the date paid. Plan Benefits do not include deductibles, co-insurance amounts, expenses or claims which are not covered under the terms of the Plan or which are reimbursable from any other source. A Plan expense is incurred at the time the service is rendered or the supply is provided.

REINSURANCE AGREEMENT YEAR means the time period beginning on the Effective Date and ending on the Expiration Date.

RENEWAL REINSURANCE AGREEMENT YEAR means the twelve (12) months the REINSURANCE AGREEMENT Year is continued beyond the Expiration Date.

REIMBURSEMENT FACTOR means the percentage specified under the Limit of Liability in the Schedule.

SCHEDULE means the Schedule of Excess REINSURANCE set forth in Article I of this REINSURANCE AGREEMENT.

SPECIFIC ATTACHMENT POINT means the amount specified in the Schedule.

ARTICLE III. SPECIFIC EXCESS REINSURANCE

- A. Subject to the terms, conditions and limitations of this REINSURANCE AGREEMENT, WE will reimburse YOU for Plan Benefits paid in excess of the Specific Attachment Point.
- B. If two or more Covered Persons who are members of one family incur medical expenses for injuries resulting from the same accident, one Specific Attachment Point will apply to the total medical expenses incurred as a result of that accident during the REINSURANCE AGREEMENT Year in which the accident occurred.
- C. WE will not reimburse YOU for Plan Benefits incurred after the Expiration Date.
- D. If this REINSURANCE AGREEMENT terminates before the Expiration Date, Plan Benefits paid after the date of termination are not covered.

ARTICLE IV. AGGREGATE EXCESS REINSURANCE

- A. Subject to the terms, conditions, and limitations of this REINSURANCE AGREEMENT, WE will reimburse YOU for Plan Benefits paid, less (i) the greater of the Annual Aggregate Attachment Point or the Minimum Annual Aggregate Attachment Point, and (ii) Specific Excess reimbursements due or paid to YOU.

ARTICLE V. LIMITATIONS OF COVERAGE

- A. This REINSURANCE AGREEMENT is between YOU and US. No other person has any rights under this REINSURANCE AGREEMENT.
- B. No coverage is provided for expenses incurred for an employee who is not actively at work at his or her normal occupation or for a dependent of a covered employee who is confined to a hospital or medical facility (as defined in the Plan) on the later of the Effective Date or the effective date of coverage under the Plan until the day next following the date the employee returns to work on a full-time basis, or the day next following the date the dependent is no longer confined to a hospital or medical facility.
- C. WE will not reimburse more than \$35,000 lifetime maximum in excess of the Specific Excess REINSURANCE Attachment Point for expenses of any treatment for a mental or nervous disorder, drug abuse or alcohol abuse.
- D. EXCLUSIONS

This REINSURANCE AGREEMENT does not apply to:

- 1. Expenses incurred while the Plan is not in force with respect to the Covered Person.
- 2. Expenses covered by amendments to the Plan incurred prior to OUR written approval of such amendments.

3. Expenses resulting from loss of income, dental, vision, hearing care or prescription card drug plans unless such coverage is specifically added by endorsement.
4. Liability or obligations assumed by YOU under any contract or service agreement other than the Plan.
5. Expenses for services rendered or supplies furnished which are in violation of any law.
6. Expenses for services or supplies which are billed in excess of the usual and customary charges for the locality where administered or provided as determined by US or which are in excess of the Plan benefits.
7. War, or any act of war, whether declared or undeclared.
8. Expenses for benefits to which the Covered Person is entitled under any Workers Compensation or Occupational Disease Law, whether or not any coverage for such benefits is actually in force.
9. Costs of the administration of claims payments or expenses of litigation with individual claimants including, but not limited to, costs of defense and liability for punitive or exemplary or extracontractual damages.
10. Expenses incurred by retired persons or their dependents unless such coverage is specifically added by endorsement.

ARTICLE VI. TERMINATION

The REINSURANCE AGREEMENT will terminate upon the earliest of the following:

- A. Except as provided in Article VII. MISCELLANEOUS PROVISIONS, Section C., at the end of any period for which the premium is paid.
- B. The premium due date after YOU give US written notice of cancellation. If YOU cancel within 30 days after the Effective Date, YOU may ask for a full refund of the premium, and if YOU do so, the REINSURANCE AGREEMENT will be cancelled as of the Effective Date. If YOU cancel the REINSURANCE AGREEMENT after more than 30 days, WE are entitled to retain the premium paid to the date of termination.
- C. The Expiration Date of the REINSURANCE AGREEMENT.
- D. As of the Effective Date if YOU fail to provide US not later than 60 days after the Effective Date with any information or materials requested by US, or if YOU fail to comply during such 60 day period with any condition imposed by US at the time the REINSURANCE AGREEMENT is issued. Our liability will be limited to return of the premium paid by YOU after deducting the amount of any reimbursements made by US to YOU prior to the time the REINSURANCE AGREEMENT is terminated. If the amount of expenses reimbursed to YOU exceeds the premium paid to US, YOU will pay US the difference.
- E. The date the Plan terminates.
- F. The date the administrative agreement between YOU and YOUR TPA terminates, unless WE consent in writing to YOUR designation of a successor TPA.
- G. The last day of the third consecutive month during which the number of employees enrolled in the Plan is less than 25.

ARTICLE VII. MISCELLANEOUS PROVISIONS

- A. **PREMIUM DUE DATE:** Premiums are due on the first day of each calendar month. If the Effective Date is other than the first day of a calendar month, the first month's premium will be pro-rated.
- B. **PAYMENT OF PREMIUMS:** Each premium is payable at OUR Underwriting Offices or such other place as WE designate in writing.
- C. **GRACE PERIOD:** A grace period of 31 days is allowed for the payment of each premium after the first premium. If the premium is not paid during the grace period, the REINSURANCE AGREEMENT will terminate without further notice as of the premium due date.
- D. **ENTIRE CONTRACT:** This REINSURANCE AGREEMENT, YOUR attached Application and a copy of the Plan which is on file with US are the entire agreement between YOU and US. In the event of a conflict between the Plan and this REINSURANCE AGREEMENT, this REINSURANCE AGREEMENT will prevail. WE have relied upon the underwriting information provided by YOU in issuing this or any renewal REINSURANCE AGREEMENT and YOU represent such information is accurate. Should WE later learn such information was incorrect or in the event of any substantial change in such information, WE have the right to modify the REINSURANCE AGREEMENT as of the Effective Date to reflect the correct information or to terminate the REINSURANCE AGREEMENT on written notice as of the next premium due date. Except as provided in this Section D, WE will not change the premium rates, terms and conditions before the end of the REINSURANCE AGREEMENT year.
- CONCEALMENT OR MISREPRESENTATION:** This REINSURANCE AGREEMENT will be void if, before or after a claim or loss, YOU have willfully concealed or misrepresented any material or circumstance concerning this REINSURANCE. OUR liability will be limited to return of the premium paid by YOU after deducting the amount of any reimbursements made by US to YOU prior to the date of termination. If the amount of expenses reimbursed to YOU exceeds the premium paid to US, YOU will pay US the difference.
- F. **RENEWAL:** This REINSURANCE AGREEMENT may be renewed beyond the original Expiration Date. The renewal terms will be set forth in the Renewal REINSURANCE AGREEMENT issued by US. WE will give YOU 31 days written notice before WE change any premium rates, terms and conditions.
- G. **REINSURANCE AGREEMENT NONPARTICIPATING:** This REINSURANCE AGREEMENT is nonparticipating and does not entitle YOU to share in OUR earnings.
- H. **RECORDS:** YOU will maintain such records as may be required by US for this REINSURANCE AGREEMENT and will make them available on OUR request. WE may audit YOUR records relating to this REINSURANCE AGREEMENT and claims filed under the Plan. YOUR records include records held by YOU or by YOUR TPA. As a result of any audit, WE may readjust premiums, attachment points or expenses WE have reimbursed to YOU as may be necessary to reflect the original intent of the parties to this REINSURANCE AGREEMENT.
- I. **CLERICAL ERROR:** Clerical error whether by YOU or US in creating or maintaining records or calculating premiums or claims pertaining to this REINSURANCE AGREEMENT will not invalidate coverage provided under this REINSURANCE AGREEMENT. No such error, however, will expand OUR obligations under this REINSURANCE AGREEMENT. A clerical error is a mistake in performing a clerical function such as typing, but does not include intentional acts or the failure to comply with the provisions of the Plan or this REINSURANCE AGREEMENT.

J. CHANGES: Only an officer of the Company or OUR Underwriting Manager has the authority to alter this REINSURANCE AGREEMENT, or to waive any of OUR rights or requirements, and then only by written amendment.

K. AMENDMENTS TO PLAN: YOU must give US at least 60 days written notice of any proposed amendments to YOUR Plan. No Plan amendment is binding on US until WE have approved it in writing.

L. YOUR DESIGNATED THIRD-PARTY ADMINISTRATOR (YOUR TPA): WE agree to recognize YOUR TPA as YOUR agent for the administration of YOUR Plan. YOU agree that:

YOUR TPA is responsible for auditing, calculating and paying all claims eligible under the Plan, preparing reports as required by US and keeping and making available to US such data as WE may require.

IF YOU grant to YOUR TPA a Power of Attorney, or if YOU revoke such Power of Attorney, the Power of Attorney or its revocation is not binding on US until WE receive it.

YOUR TPA will perform such duties and keep such records as are required for YOU to comply with this REINSURANCE AGREEMENT.

YOU will pay YOUR TPA for all administrative functions performed in relation to this REINSURANCE AGREEMENT.

YOUR TPA is YOUR agent and not OURS. YOU authorize YOUR TPA to submit Notice/Proof of Loss, certify the payment of claims, transmit reports and payment of premiums to US and receive payments from US. Payments by US to YOUR TPA are payments to YOU.

M. NOTICE: Notice to YOUR TPA is notice to YOU and notice to YOU is notice to YOUR TPA.

N. DISCLAIMER: WE act only as a provider of excess REINSURANCE coverage to YOUR Plan. WE are not a fiduciary. WE do not assume any duty to perform any of the functions or provide any of the reports required by the Employee Retirement Income Security Act of 1974, as amended.

O. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS:

1. YOU agree to indemnify, defend and hold US harmless from any liability arising from or related to any negligence, error, omission or defalcation by YOUR TPA.

2. YOU agree to indemnify, defend and hold US harmless from any liability, including interest, penalties and attorneys fees ("expenses") arising from or related to (i) any dispute involving a Covered Person, former Covered Person or any person claiming entitlement to benefits under the Plan, if such expenses were not incurred as a result of OUR sole negligence or intentional wrongful acts; and (ii) any State premium taxes WE are assessed with respect to funds paid to or by YOU under YOUR Plan, except any taxes on amounts paid to US as premiums for this REINSURANCE AGREEMENT.

3. WE will promptly notify YOU of matters to which YOUR obligations under this Section O apply. WE have the right to participate in the defense at OUR expense. If YOU fail to defend timely, WE have the right, but not the duty, to defend and to compromise or settle the claim or other matter on YOUR behalf, for YOUR account, and at YOUR risk.

- P. OFFSET: WE may offset payments due YOU under this REINSURANCE AGREEMENT against claims overpayments and premiums due and unpaid.
- Q. ASSIGNMENT: YOU may not assign any of YOUR rights under this REINSURANCE AGREEMENT without OUR prior written consent.
- R. EXHIBITS AND ENDORSEMENTS: Exhibits and Endorsements attached are a part of this REINSURANCE AGREEMENT.

ARTICLE VIII. CLAIMS PROVISIONS

- A. CLAIMS: WE have no duty to settle or adjust claims filed under the Plan with YOU or YOUR TPA. WE have the right to review each claim for reimbursement YOU submit to US to determine if YOU are entitled to reimbursement.
- B. CASH FLOW ASSISTANCE: When a claim for reimbursement YOU have submitted to US is in compliance with this REINSURANCE AGREEMENT and if YOU have paid to the providers of covered services or supplies amounts equal to YOUR Specific Attachment Point plus \$10,000, YOU may request in writing and WE will advance to YOU funds to pay the remaining balance of that claim for reimbursement. YOU must make YOUR request within the time period specified for payment of Plan Benefits as defined under ARTICLE II. DEFINITIONS, of this REINSURANCE AGREEMENT or as amended by endorsement.

Notwithstanding the requirements otherwise set forth in the REINSURANCE AGREEMENT, WE, at OUR sole discretion and option, may advance to YOU either partial or full payment of an otherwise eligible claim hereunder.

Each such claim shall be considered upon its own individual merits and advance payment of one or more such claims shall not obligate US to make advance payments on any other claims eligible for payment hereunder. If such advance payment results in an overpayment, or payment of an otherwise ineligible claim, YOU shall upon demand immediately reimburse US for such overpayment.

- C. NOTICE OF CLAIM: YOU must give written notice of claims to US on OUR customary Notice/Proof of Loss form within 30 days after the date YOU become aware that expenses will be incurred which are covered by this REINSURANCE AGREEMENT. Failure to give written notice within 30 days will not invalidate nor reduce any claim provided written Notice/Proof of Loss is furnished within one (1) year. YOU must notify US when expenses under the Plan have been incurred by a Covered Person which equal or exceed fifty percent (50%) of the Specific Attachment Point.
- D. LARGE CLAIM MANAGEMENT: You agree that, as respects any COVERED PERSON being medically diagnosed as to a condition listed on Exhibit I, LARGE CLAIM MANAGEMENT CONDITIONS attached hereto, WE shall:

1. Be immediately notified on our LARGE CLAIM MANAGEMENT NOTICE OF EVENT form when YOU become aware that such a medical diagnosis has been made.
2. Have the right, at OUR option and expense to (a) participate with YOU in YOUR LARGE CLAIM MANAGEMENT program, if any or; (b) engage the services of a professional entity which provides such service.

YOU agree that YOUR PLAN DOCUMENT includes YOUR right to engage the LARGE CLAIM MANAGEMENT services of a professional entity which provides such service.

- E. **RECOVERIES:** YOU agree to pursue YOUR rights of recovery against others for any claims paid under this REINSURANCE AGREEMENT. YOU will notify US of any such rights and any action YOU intend to take to enforce such rights. YOU will share with US pro-rata any such recovery, net of expenses, based on the ratio that OUR claim payment to YOU bears to the total claim amount.
- F. **SUBROGATION:** If YOU fail to pursue YOUR rights of recovery, WE may do so. WE are subrogated to YOUR rights to recover from others under the Plan. WE will deduct from any recovery OUR expenses and the claim amounts paid to YOU. WE will pay YOU the balance of the recovery.
- G. **INSOLVENCY:** In the event of YOUR insolvency or bankruptcy, and upon receipt of Notice/Proof of Loss, WE may, at OUR option, pay to the providers of covered services or supplies, or to YOUR Covered Persons, or to YOUR receiver, liquidator or legal successor, amounts otherwise payable under this REINSURANCE AGREEMENT had YOU first paid the covered expenses. Nothing in this Section shall increase OUR liability beyond that which would have existed had YOU not become insolvent or bankrupt.
- H. **ARBITRATION:** Any controversy or dispute arising out of or relating to this REINSURANCE AGREEMENT shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this REINSURANCE AGREEMENT.

American Fidelity Assurance Company
Oklahoma City, Oklahoma

EXHIBIT I

LARGE CLAIM MANAGEMENT CONDITIONS

1. COMPLICATIONS OF PREGNANCY
 - Premature births - weighing under four pounds
 - Multiple births (three or more infants)
 - Abnormal respiration/respiratory failure (APNEA)
 - Congenital heart defects:
 - Ventricular and atrial septal
 - Patent ductus arteriosus
 - Congenital disorders:
 - Spina-Bifida
 - Encephalocele
 - Cephalhematoma
2. CATASTROPHIC DISEASES & ILLNESSES
 - Renal dysfunction/failure
 - Severe cerebral vascular accident (stroke)
 - Uncontrolled Diabetes with complications
3. TRAUMA
 - Spinal cord injuries
 - Coma
 - Massive internal injuries
 - Traumatic brain injury
 - Brain lesion or tumors
4. DISEASE OF THE HEART AND PERICARDIUM
 - Myocardial infarction
 - Myocarditis
 - Coronary Artery Disease
 - Multiple Bypass
5. CANCER
 - Breast
 - Leukemia
 - Colon
 - Lung
 - Bone or Lymphatic System
6. HIV Positive or AIDS (Acquired Immune Deficiency Syndrome) Related Illnesses
 - Kaposi sarcoma
 - Cytomegalovirus
 - Pneumocystic carinii pneumonia
7. ORGAN TRANSPLANT SURGERY
 - Heart, Liver, Heart/Lung, Pancreas, Bone Marrow
8. CONTINUOUS HOSPITALIZATION Two weeks or more

ANY SERIOUS CONDITION WHICH THE EMPLOYER OR THE
TPA THINKS MAY REQUIRE LARGE CLAIM MANAGEMENT.

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AMERICAN FIDELITY ASSURANCE COMPANY
EXCESS REIMBURSEMENT REINSURANCE AGREEMENT
ENDORSEMENT

Endorsement Number: 1
REINSURANCE AGREEMENT Number: 00/004
Issued To: City of Las Vegas
Effective: January 1, 2000

INCURRED IN 12 MONTHS AND PAID WITHIN 15 MONTHS
SPECIFIC EXCESS REINSURANCE AND AGGREGATE EXCESS REINSURANCE

YOU and WE agree that ARTICLE II. DEFINITIONS-PLAN BENEFITS is amended to read as follows:

PLAN BENEFITS means the total amount of medical expense benefits to which Covered Persons become entitled under the Plan during a REINSURANCE AGREEMENT Year which are (1) incurred after the Effective Date, (2) incurred while this REINSURANCE AGREEMENT is in force, and (3) incurred during the REINSURANCE AGREEMENT Year, and **(4) paid not later than three months following the expiration of this REINSURANCE AGREEMENT.** Remaining unpaid expenses may be paid during the Renewal REINSURANCE AGREEMENT Year subject to the Specific Attachment Point or Aggregate Attachment Point in effect on the date paid. Plan Benefits do not include deductibles, co-insurance amounts, expenses or claims which are not covered under the terms of the Plan or which are reimbursable from any other source. A Plan expense is incurred at the time the service is rendered or the supply is provided.

THERE ARE NO REINSURANCE AGREEMENT CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

AMERICAN FIDELITY ASSURANCE COMPANY

Virginia Haines
Authorized Signature

Dated: 3/21/00

AMERICAN FIDELITY ASSURANCE COMPANY
EXCESS REIMBURSEMENT REINSURANCE AGREEMENT
ENDORSEMENT

Endorsement Number: 2
REINSURANCE AGREEMENT Number: 00/004
Issued To: City of Las Vegas
Effective: January 1, 2000

PRESCRIPTION DRUG CARD BENEFITS

YOU and WE agree that expenses incurred under YOUR Prescription Drug Card Plan are Plan Benefits under the Aggregate Excess Reinsurance Agreement only.

THERE ARE NO REINSURANCE AGREEMENT CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

AMERICAN FIDELITY ASSURANCE COMPANY

Virginia Haines
Authorized Signature

Dated: 3/21/00

AMERICAN FIDELITY ASSURANCE COMPANY
EXCESS REIMBURSEMENT REINSURANCE AGREEMENT
ENDORSEMENT

Endorsement Number: 3
REINSURANCE AGREEMENT Number: 00/004
Issued To: City of Las Vegas
Effective: January 1, 2000

SPECIAL SPECIFIC ATTACHMENT POINT FOR NAMED INDIVIDUAL(S)
AGGREGATE COVERAGE LIMITATION

You and WE agree that if the following named individual(s) is a Covered Person(s) under the Plan and under the Specific Excess Reinsurance provisions of this REINSURANCE AGREEMENT, then that individual(s) is subject to a Specific Attachment Point of \$see below:

Tyrie Barnett has been lasered at \$300,000.00

Thomas Heider has been lasered at \$400,000.00

Under Aggregate Excess Reinsurance, the maximum amount of Plan Benefits which may be counted toward satisfaction of the Annual Aggregate Attachment Point attributable to an individual named in this endorsement is \$200,000.00.

THERE ARE NO REINSURANCE AGREEMENT CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

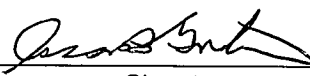
AMERICAN FIDELITY ASSURANCE COMPANY

Virginia Haines
Authorized Signature

Dated: 3/21/00

Accepted:

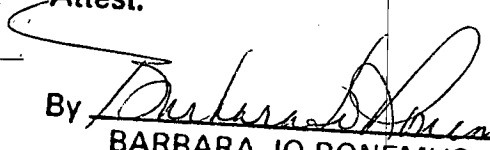
EMPLOYER City of Las Vegas

By: 
Signature

Title: Mayor

Dated: 4-13-2000

Attest:

By: 
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM
 4/5/00
Date

AMERICAN FIDELITY ASSURANCE COMPANY
EXCESS REIMBURSEMENT REINSURANCE AGREEMENT
ENDORSEMENT

Endorsement Number: 4

REINSURANCE AGREEMENT Number: 00/004

Issued To: City of Las Vegas

Effective: January 1, 2000

YOU and WE agree that this REINSURANCE AGREEMENT is amended as follows:

ARTICLE III. SPECIFIC EXCESS REINSURANCE, Item B has been deleted.

ARTICLE V. LIMITATIONS OF COVERAGE, Item B has been waived.

ARTICLE V. LIMITATIONS OF COVERAGE, Item C has been waived.

ARTICLE VIII. CLAIMS PROVISIONS, Item B, Paragraph 1 has been deleted and replaced with the following:

CASH FLOW ASSISTANCE: When a claim for reimbursement YOU have submitted to US is in compliance with this REINSURANCE AGREEMENT and if YOU have paid to the providers of covered services or supplies amounts equal to YOUR Specific Attachment Point plus \$1,000, YOU may request in writing and WE will advance to YOU funds to pay the remaining balance of that claim for reimbursement. YOU must make YOUR request within the time period specified for payment of Plan Benefits as defined under ARTICLE II. DEFINITIONS, of this REINSURANCE AGREEMENT or as amended by endorsement. Specific Claims must be filed within 45 days after policy termination for Cash Flow Assistance to be considered eligible for that policy period.

Plan Document to be used to adjudicate claims: Employee Benefit Plan Document for City of Las Vegas
Effective Date July 1, 1998; as Amended July 1, 1999

Initial Enrollment is based on: 926 Single Employees and 1035 Family Employees.

THERE ARE NO REINSURANCE AGREEMENT CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

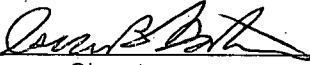
AMERICAN FIDELITY ASSURANCE COMPANY

Virginia Haines

Authorized Signature

Dated: 3/21/00

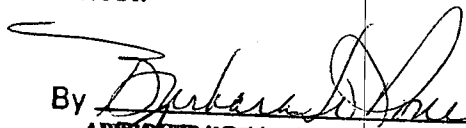
Accepted:
EMPLOYER City of Las Vegas

By: 
Signature

Title: Mayor

Dated: 4-13-2000
AFA 1243E 6-94

Attest:

By: 
APPOINTED AS TO BORN HONORABLE, City Clerk

Date 4/5/00

AMERICAN FIDELITY ASSURANCE COMPANY

(the Company)

Oklahoma City, Oklahoma 73125

APPLICATION FOR EXCESS REIMBURSEMENT REINSURANCE AGREEMENT A CLAIMS PAID REINSURANCE AGREEMENT

CITY COUNCIL MEETING OF DECEMBER 15, 1999 Pg. 475

1. Full legal name of Reinsured (Employer or Plan, YOU)

The City of Las Vegas

(As it will appear in the REINSURANCE AGREEMENT)

Principal Office

400 E. Stewart Ave.

Las Vegas

NV 89101

(Street)

(City)

(State/Zip)

2. Nature of Business City Government

3. If employee benefit plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal names and addresses of such companies and the nature of their business:

4. A. If presently self-insured, full name
of YOUR Employee Benefit Plan:

City Health Insurance Plan

- B. If presently insured:

Insurer: _____

Policy #: _____

Anniversary Date: _____

Description of such plan(s) must be attached to, and shall form a part of this Application. If the Plan Document has not been adopted, complete Interim Plan Document on Page 3.

5. COVERAGES REQUESTED

A. SPECIFIC EXCESS REINSURANCE

1) Attachment Point \$ 200,000 per covered person.

2) Limit of Liability: 100% of payments made by YOU in excess of the Attachment Point.

3) Lifetime Maximum \$ 1,000,000.

- 4) Coverage Form Specific
☐ Incurred in 12 Months
and paid within 12 Months
☒ Incurred in 12 Months
and paid within 15 Months
☐ Incurred in 12 Months
and paid within 18 Months
☐ Incurred in 15 Months
and paid within 12 Months

5) Extension of Reinsurance Coverage
☐ Yes ☒ No

B. AGGREGATE EXCESS REINSURANCE

- 1) Monthly Premium for \$ 339.65 single \$764.21 family Minimum Annual Aggregate Attachment Point will be based on the first month's actual enrollment.
- 2) Limit of Liability: 100% of payments made by YOU in excess of the Annual Aggregate Attachment Point to a maximum of \$1,000,000
- 3) Coverage Form Aggregate
 - ☒ Standard
 - ☐ Monthly Aggregate Advance Option
- 4) Supplementary Coverages. Indicate those coverages desired:
 - Yes No
 - ☐ ☒ Dental
 - ☒ ☐ Prescription Card Drug Plan
 - ☐ ☒ Weekly Income
 - ☐ ☒ Other _____

6. A+ OPTION ☐ Yes ☒ No

7. \$ _____ accompanies this Application as the initial premium deposit which is based on _____ number of Employees and _____ number of Dependent Units. This deposit does not bind coverage.

8. Requested Effective Date January 1, 2000

9. Requested Endorsements _____

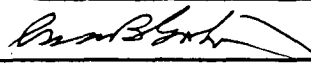
10. The Employer has appointed USI Administrators to act as its Designated Third-Party Administrator ("TPA") of the Plan.

11. The Employer hereby appoints the TPA as its agent for purposes of the REINSURANCE AGREEMENT applied for, including, but not limited to, submitting Notice/Proof of Loss, certifying the payment of prior claims, transmitting payment of premiums due the Company and receiving payments from the Company. Any payments by the Company to the TPA will be construed as payments to the Employer. The Employer hereby holds the Company and its Underwriting Manager harmless from any liability arising from or related to any negligence, error, omission or defalcation by the TPA.

12. THE EMPLOYER HAS READ THE FOREGOING AND UNDERSTANDS AND AGREES WITH THE TERMS AND CONDITIONS OF THE COVERAGE APPLIED FOR. THE EMPLOYER REPRESENTS THAT IT HAS FORMED ITS EMPLOYEE BENEFIT PLAN IN COMPLIANCE WITH AND IN RELIANCE ON THE APPLICABLE PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, OR ANY OTHER APPLICABLE LAW OR REGULATION. IT IS AGREED THAT THE STATEMENTS IN THIS APPLICATION OR IN ANY MATERIALS SUBMITTED WITH THIS APPLICATION OR ATTACHED TO IT ARE REPRESENTATIONS OF THE EMPLOYER AND SHALL BE DEEMED MATERIAL TO ACCEPTANCE OF THE RISK BY THE COMPANY AND THAT THIS REINSURANCE AGREEMENT IS ISSUED BY THE COMPANY IN RELIANCE ON THE TRUTH AND ACCURACY OF SUCH REPRESENTATIONS.

Witnessed at Las Vegas, Nevada, the 15th day of December, 1999

Witness ATTEST: Barbara Jo Ronemus, City Clerk Reinsured: City of Las Vegas
(Print or Type Name)

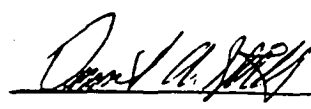
By: 
Signature

Title: MAYOR


Signature

THIS APPLICATION DOES NOT BIND COVERAGE. Upon approval of the application, the REINSURANCE AGREEMENT evidencing that the coverage is in force will be issued by the Company through its Underwriting Manager. Coverage will commence on the Effective Date set forth in the REINSURANCE AGREEMENT.

Approved as to form:

 12/15/99
Date

EMPLOYER DISCLOSURE STATEMENT

THE REINSURANCE CONTRACT EXCLUDES COVERAGE FOR PLAN MEMBERS WHO ARE DISABLED OR NOT ACTIVELY AT WORK, AND DEPENDENTS WHO ARE CONFINED IN A HOSPITAL OR OTHER INSTITUTION OR UNABLE TO PERFORM NORMAL FUNCTIONS FOR INDIVIDUALS OF LIKE AGE AND EXPERIENCE. THIS INCLUDES ALL COBRA BENEFICIARIES AND RETIREES, IF APPLICABLE.

However, as an underwriting consideration, the reinsurance carrier MAY agree to waive the provision for such persons if the Employer discloses the following pertinent details regarding all such known individuals **PRIOR TO THE PROPOSED EFFECTIVE DATE.**

A contingency in the quotation was that all claims that have or are expected to exceed \$ 100,000 in the past/next twelve (12) months must be reviewed. This information must be disclosed as well. See the ASU Services LLC letter dated December 15, 1999 for agreed upon modification to this Disclosure Statement.

This form must be completed and submitted to Commercial Group Underwriters, Inc. **PRIOR** to the effective date, in order for the reinsurer to consider waiving the Actively-at-Work provision. Please complete the area below (attach additional pages if needed):

NAME	EE or DEP	DATE of BIRTH	SEX	DATE DISABLED	DIAGNOSIS OR NATURE OF DISABILITY	CURRENT HEALTH STATUS & ESTIMATE OF FURTHER CLAIMS	EXPECTED TO RETURN TO WORK ON	BENEFITS PAID LAST 12 MONTHS

IF NONE, PLEASE INDICATE NONE IN THE BOXED AREA ABOVE.

The Employer named below, through its authorized officer, hereby represents that the above list is true and complete and accurate to the best of their knowledge and belief, and that nothing has been knowingly or intentionally omitted. The Employer further acknowledges, understands and agrees that this information may be used by the reinsurance carrier in evaluating and determining the acceptability of the Employer's risk and that no coverage shall be provided for such individuals unless specifically agreed to by the reinsurance carrier. This information shall be treated as confidential.

Individuals who otherwise qualify as Covered Participants on the date of this disclosure and who become disabled on or after such date but prior to the Effective Date will be included Covered Participants for the purpose of determining reimbursement under the Policy.

EMPLOYER NAME

The City of Las Vegas

AUTHORIZED OFFICER/TITLE

[Signature]

12/15/99

APPROVED AS TO FORM:

[Signature] 12/15/99
Date

DATE

ATTEST:

[Signature]

UNIVERSAL HEALTH NETWORK CLIENT PARTICIPATION AGREEMENT

This CLIENT PARTICIPATION AGREEMENT (hereinafter "Agreement") is made and entered into on this 15th day of December 1999, by and between Universal Health Network (hereinafter "PPO"), and the CITY OF LAS VEGAS (hereinafter "Client").

PPO and Client have entered into this Agreement in order to make quality medical care available at reduced rates to individuals (hereinafter "Beneficiaries") whose health care expenses are reimbursed or paid for by Client. Client understands and agrees that PPO is not designed or intended to provide medical services, but rather to act as an agent for the provision of medical services to Beneficiaries by Participating Providers. This Agreement incorporates all of the applicable general and specific terms of the Client's RFP dated September 1, 1999, and the PPO's Bid Proposal dated September 17, 1999 (hereinafter "Proposal") submitted to the Client.

PPO and Client agree as follows:

I. Definitions.

- A. "**Alternative Rates**" means rates that differ from the usual and customary fees charged for health care by Participating Providers.
- B. "**Beneficiary**" means any individual whose health care expenses are reimbursed or paid for by Client.
- C. "**Benefits Agreement**" means a written health insurance or indemnity plan under which Client provides health benefits to Beneficiaries, and which provides Beneficiaries with financial incentives to utilize Participating Providers for Covered Services, as provided in Section II of this Agreement.
- D. "**Covered Services**" means all medical services which are covered by a Benefits

Agreement applicable to a Beneficiary.

E. **"Hospital"** means any hospital(s) which enter into Hospital Participation Agreement(s) with PPO.

F. **"Medically Necessary Services" or "Medically Necessary"** means health services or supplies which are determined to be

1. appropriate and necessary for the symptoms, diagnosis or treatment of a medical condition;
 2. provided for the diagnosis or direct care and treatment of a medical condition;
 3. within standards of good medical practice within the national and local organized medical community;
 4. not primarily for the convenience of a Beneficiary or a Participating Provider;
- and
5. the most appropriate supply or level of medical care which can safely be provided.

G. **"Participating Physician"** means a Doctor of Medicine or a Doctor of Osteopathy, who is an active member of the Medical Staff of a Participating Hospital, is duly licensed to practice medicine in the State of Nevada or appropriate state, and has entered into an agreement with PPO to provide Covered Services to Beneficiaries.

H. **"Participating Provider(s)"** means Participating Physician(s), Hospital(s), and ancillary Providers.

I. **"Quality Review"** means that function performed by the PPO's Quality Assurance Committee in order to evaluate the quality and appropriateness of Covered Services rendered to

Beneficiaries.

J. **"Third Party Administrator" or "Payor"** means the licensed contractor contracted with the Client to provide determinations of compensability and claims adjudication services.

K. **"Utilization Review"** means that function performed by PPO or an individual or organization selected by Client to review Covered Services rendered to a Beneficiary by a Participating Provider and to evaluate such Covered Services in order to determine whether they were Medically Necessary.

L. **"Working Day"** means Monday through Friday, excluding legal holidays.

II. **Relationship Between PPO and Client**

In the performance of the work, duties, and obligations of the parties to this Agreement, the parties shall be, and at all times are, independent entities. Nothing in this Agreement is intended to be construed or deemed to create any rights or remedies in any third party, including but not limited to a Participating Provider or a Covered Employee. PPO shall perform this Agreement as an independent contractor to Client and, except as specifically provided in this Agreement, PPO shall be solely responsible for the means and methods used to perform its obligations to Client. Nothing in this Agreement is intended or shall be construed to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of client and independent contractor.

III. **Duties of the Client**

A. Furnish the PPO, on an ongoing basis, with all information concerning the eligibility of employees under the Client's Health Care Plan.

B. Organize or assist the PPO in organizing employee orientation sessions to educate

employees as to the proper functioning of the PPO's Preferred Provider arrangements.

C. If necessary as determined by the Client, amend the current plan of benefits initially and subsequently under client's health care plan to accommodate the PPO's program. This will include, if applicable, modifying deductibles, physician, and hospital benefit payments and including hospital prior authorization.

D. Agree that Client will have the Third Party Administrator pay all non-disputed Provider claims within thirty (30) calendar days following receipt of billing (a disputed claim is a claim on which the Third Party Administrator needs to do extensive research to establish compliance with the Plan Document). If full payment of the amount required to be paid by Client/Third Party Administrator is not received within thirty (30) calendar days from the date that PPO received billing from Provider, Client/Third Party Administrator may be required to pay Provider the total of the bill, thereby losing the discount negotiated by the Network.

E. In the case of Provider Hospitals, the aforementioned full payment requirements will only partially apply to a situation in which PPO or the Client/TPA disputes a billing submitted by Hospital. In such a situation, Client agrees that they will pay fifty percent (50%) of the full payment amount required by this Agreement subject to all of the payment requirements listed above, withholding fifty percent (50%) of such full payment amount pending resolution of the dispute. PPO agrees to make every attempt to resolve such disputes within thirty (30) calendar days of making such initial payment. In no event will such review extend beyond sixty (60) days after receipt by PPO of such billing or else Hospital will look to the Beneficiary for payment of the disputed amount. If payment was made to Hospital in error, Hospital will reimburse Payor within thirty (30) days, upon resolution of disputed claim.

F. Client agrees to pay or cause the Third Party Administrator to pay all provider claims on eligible individuals according to the contracted PPO rates.

G. Client is responsible to collect the insurance and/or pharmacy card from persons no longer covered by this Agreement. In the event that Client fails to collect such cards and a person fraudulently uses such card to obtain services or goods, Client would be financially responsible to the Provider for all resulting claims.

IV. Management Fees

The Client shall pay or cause to be paid to the PPO the following for services rendered:

1. \$2.50 per covered employee per month (hereinafter "PEPM") for access to the Network provider discounts which shall also include customized directories updated two (2) times per year. This fee shall be guaranteed for the two (2) year term of this Agreement.

2. The above rates are effective for one year at which time an increase not to exceed 10% per year may be charged. The above rates per employee shall be calculated for each month based on the number of employees as of the first day of each month, and shall be payable on or before the tenth day of each month during the term of this Agreement. The access fee includes copies of customized directories updated twice per year for each covered employee. Additional directories may be purchased by the Client at the PPO's cost.

V. Duties of the PPO

A. Provide access for all Beneficiaries of the Client to the panel of physicians, hospitals and ancillary providers who have agreed to furnish quality care at a reduced cost through their contractual agreement with PPO.

B. Perform Utilization Review of all Preferred Providers to ensure that only appropriate,

economical care is being delivered.

C. The Utilization Review process established by the Client's provider shall at all times maintain patient confidentiality in accordance with regulations and be used solely for the purposes of determining medical necessity, ensuring quality of care and for case management.

D. Utilize its Medical Director to oversee prior authorization approval on all confinements being contemplated by the Client's employees. This prior authorization program will issue approval only on confinements and days of confinement which are judged to be medically necessary.

E. Utilize its Nurse Coordinator to monitor employees (or their dependents) of the Client once they have been admitted to a hospital. The Nurse Coordinator will make appropriate recommendations to the attending physician to get that patient discharged at the earliest medically reasonable date.

F. Coordinate all interactive functions of the PPO physicians, the PPO hospital, the PPO ancillary providers, the Client, employees and dependents.

G. Hold periodic employee education meetings as requested and agreed upon, to better inform employees of the mechanics of the PPO program and to educate them in ways to improve their health and thereby reduce their utilization of the Client's Health Care Plan.

H. Provide the Client with periodic reports relative to the overall performance of the PPO program. Such reports would consist of but not be limited to analysis of hospital, physician, and ancillary services utilization as well as the results of any Utilization Committee findings relative to the Client.

VI. Maintenance of Records

A. During the term of this Agreement and for three (3) years after its termination, the PPO shall maintain at its principal office all books and records concerning this Agreement. At all times during the term of this Agreement and for a period of six months following the termination of this Agreement, the Client or authorized representatives shall have the right to audit, at Client's expense, during regular working hours, and upon not less than forty-eight (48) hours notice to the PPO, all such books and records to the extent necessary to permit the Client to fulfill its obligations to its Covered Employees, subject to the right of the PPO to protect its proprietary rights in its books and records and in any manuals, software systems, and/or programs which the PPO may employ in its services.

B. Client agrees to reciprocal rights as stated above with regards to Network having access to the Client's books and records related directly to this Agreement.

VII. Dispute Resolution

In the event that any dispute relating to the terms of this Agreement is not satisfactorily resolved, arbitration of the dispute may be conducted in accordance with the guidelines of the American Arbitration Association. PPO and Client agree that the arbitration decisions shall be in writing, including, if either party requests, findings of fact, and conclusions of law. The cost of arbitration shall be borne by each party or in such proportions as the arbitrators may otherwise decide. The arbitration decision shall be binding on both parties in any subsequent litigation or other dispute.

VIII. Termination of Agreement

A. This Agreement shall remain in effect for two (2) years. However, either party may terminate this Agreement at any time, with or without cause, by giving the other party not less than thirty (30) days' prior written notice of such termination; provided that in the event of a material breach of this Agreement by either party, the other party may cancel this Agreement by giving written notice of cancellation to the breaching party. Cancellation for a material breach shall be effective immediately upon delivery of notice of cancellation, or at a later time if so specified. The non-breaching party may choose to set forth the actions necessary to cure the breach, but unless the breach is cured to the reasonable satisfaction of the non-breaching party within twenty (20) working days after notification of the actions necessary to cure the breach, this Agreement will be terminated.

B. Any of the following occurrences shall constitute a "material breach" of this Agreement:

1. The breaching party admits in writing that it is unable to pay its debts as they mature, makes any general assignment for the benefit of creditors, or seeks to avail itself of any law for the release of insolvent debtors;

2. insolvency, bankruptcy, dissolution, liquidation, or receivership proceedings are commenced by or with the consent of the breaching party, or are pending for more than thirty (30) days against the breaching party;

3. the breaching party breaches any material term or condition of this Agreement;

4. the breaching party attempts to assign this Agreement in contravention of the provisions of Section 9 of this Agreement.

C. If this Agreement is terminated, the Client may choose to engage the PPO for a period of up to three (3) months following the termination date, to provide ongoing Client Participation Network Services (hereinafter "Services"). If the Client requests PPO to provide Services after this Agreement is terminated, the Services will be provided for a fee of 2.50 PEPM for a period not to exceed ninety (90) days. However, the Client may enforce this right only if they are current on all payments and/ or reimbursements due to PPO as of the date of the termination. In addition, if this Agreement terminates and the Client requests PPO not to provide Services, PPO shall forward to the Client or other subsequent PPO such individual claim forms and other records as the Client may reasonably request to provide Services.

IX. General Provisions

A. Assignment. Except as expressly provided otherwise in this Agreement, neither party shall, without the prior written consent of the other party, assign, delegate, or subcontract any of its rights or duties under this Agreement. Any assignment, delegation, or subcontract in contravention of this section shall be void and shall constitute a material breach of this Agreement.

B. Notices. Any and all notices or other communications required or permitted by this Agreement shall be in writing and shall be delivered personally or by United States Mail, First Class, postage prepaid, certified or registered, return receipt requested, and addressed to the following:

CLIENT:

City of Las Vegas
 Department of Human Resources
 416 North 7th Street
 Las Vegas, Nevada 89101
 Attention: Rick Anderson, Director

...

...

PPO:

Universal Health Network
2345 E. Prater Way, Suite #305
Sparks, Nevada 89434
Attention: Robert W. Danforth, Vice President

Such notices shall be effective upon delivery, or on the date indicated on the receipt. Either party may change its address by giving written notice of the change to the other party in this manner.

C. Attorneys' and Public Accountants' Fees. If either PPO or Client institutes any action, suit, or arbitration proceeding against the other which relates to any provision of this Agreement, the prevailing party in such proceeding shall recover costs and reasonable attorneys' and public accountants' fees authorized by law and imposed by the court of record. The amount to be recovered shall be determined by the trier of law in such proceeding or in a separate action brought for that purpose.

D. Waiver of Breach; Governing Law; Entire Agreement No assent or waiver, express or implied, of any breach of any one or more of the provisions of this Agreement shall be deemed or taken to be a waiver of any other provision of this Agreement, or a waiver of any subsequent breach of the same provision. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. This Agreement, supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement, and contains the entire agreement between the parties relating to that subject matter. This Agreement may not be modified except by an instrument in writing by the parties.

E. Indemnification.

PPO agrees to indemnify, defend, save, and hold the Client and its employees harmless from any and all claims, causes of action, attorneys' fees, or other defense costs or liability arising from the performance of this Agreement by PPO, its employees, agents, subagents, and/or subcontractors.

PPO agrees to provide the Client with Certificates of Insurance evidencing Workers' Compensation and Professional Liability Insurance coverage in both general and professional negligence in an amount of at least \$1,000,000.00 and to maintain such coverage in full force and effect during the term of this Agreement. PPO shall provide copies of said insurance policies to the Client on or before December 31, 1999.

F. Entire Agreement. This instrument contains the Entire Agreement of the parties. It may not be changed orally but only by agreement in writing, signed by the parties.

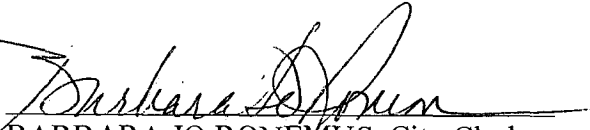
The parties have signed this Agreement on the day and year indicated below.

CITY OF LAS VEGAS

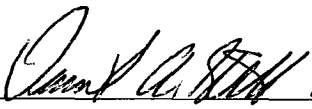
By 
OSCAR B. GOODMAN, Mayor

"Client"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/6/99
Date

UNIVERSAL HEALTH NETWORK

By 
ROBERT W. DANFORTH, Vice President/CEO

"PPO"

AMENDMENT TO CATALYST RX PHARMACY SERVICES AGREEMENT

This Amendment to the Catalyst Rx Pharmacy Services Agreement (hereinafter "Amendment") is made and entered into this 15th day of December, 1999, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "Client") and the Catalyst Rx, a Nevada corporation (hereinafter "Catalyst"). The Client and Catalyst may sometimes also be collectively referred to as "parties" or individually as "party" in this Amendment.

WITNESSETH:

WHEREAS, the parties entered into the Catalyst Rx Pharmacy Services Agreement dated July 1, 1998 (hereinafter "Agreement") which is incorporated herein by this reference; and

WHEREAS, the Client issued an Request for Proposal dated September 1, 1999, (hereinafter ("RFP")) which is incorporated herein by this reference; and

WHEREAS, Catalyst provided a Bid Proposal dated September 17, 1999, (hereinafter ("Proposal")) incorporated herein by this reference; and

WHEREAS, Catalyst was awarded the Client's Pharmacy Network services contract by the City Council on December 1, 1999; and

WHEREAS, the parties would like to amend the current Agreement pursuant to Section VIII paragraph J entitled "Entire Agreement" to expedite the renewal of the Pharmacy Network services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the Agreement shall be amended as follows:

1. Paragraph A of Section II in the Agreement entitled "Contract Term and Termination" is hereby deleted and replaced with the following:

This Agreement is binding as of the date of its execution and delivery but will not

take effect until January 1, 2000. (hereinafter "Commencement Date"). The term of this two (2) year Agreement will begin upon the Commencement Date and will continue to and including December 31, 2001, (hereinafter "Term"), subject to the Termination provisions of this Agreement. Pharmacies will have thirty (30) days from the effective cancellation date to submit claims and one (1) year for said date to resolve all submitted claims.

2. Exhibit A of the Agreement entitled "Administrative Fee Schedule" is hereby deleted and replaced with the following:

Retail:	(Current Network)
Brand:	AWP-13.5% + \$2.00
Generic:	Lower of HCFA MAC (Ave. AWP- 45% to 55%) or \$2.25
Mail:	(Current Supplier)
Brand:	AWP-19% + \$1.25
Generic:	Lower of UC or AWP-45% + \$1.25
Administrative Fee:	\$.30 per paid claim
Manufacturer Rebates:	75% to the City of Las Vegas
Rate Guarantee:	The rates contained herein are guaranteed for the Term of this Agreement.
Medintelligence:	\$.15 PMPM (This fee is guaranteed against the savings)

3. Paragraph B of Section VI in the Agreement entitled "Limitation of Liability" is hereby deleted and replaced with the following:

Catalyst agrees to indemnify, defend, save, and hold the Client and its employees harmless from any and all claims, causes of action, attorney's fees, or other defense costs or liability arising from the performance of this Agreement by Client, its employees, agents, subagents, and/or subcontractors.

Catalyst agrees to provide the Client with Certificates of Insurance evidencing Workers' Compensation and Liability Insurance coverage in both general and professional negligence in an amount of at least \$1,000,000.00 and to maintain such coverage in full force and effect during the term of this Agreement.

4. The third sentence of Section VII entitled "Grievance Procedure" shall be

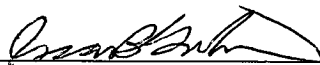
amended to read as follows:

Should said negotiations result in failure to reach agreement, the parties to this Agreement shall may submit said controversies or claims to binding Arbitration.

5. Except as amended above, all of the terms, conditions, provisions and covenants contained in the Agreement are in all respect hereby ratified and confirmed in their entirety.

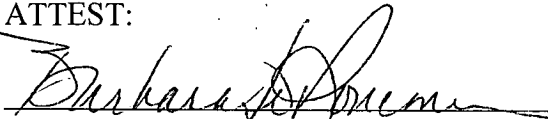
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement the day and date first above written.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

"Client"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/6/99
Date

CATALYST RX

By 
KEVIN HOOKS, President

"Catalyst"

AGREEMENT FOR ONSITE LARGE CASE MANAGEMENT SERVICES

This Agreement For On-Site Large Case Management Services (hereinafter "Agreement") is made and entered into effective as of the 1st day of January, 2000, (the "Effective Date") by and between Concentra Managed Care Services, Inc., a Massachusetts corporation, ("CMCS") and the City of Las Vegas ("Client"). CMCS and the Client may also sometimes be referred to individually as "party" or collectively as "parties" throughout this Agreement.

WITNESSETH:

WHEREAS, CMCS provides medical case management services, including those services as described on Schedule I attached hereto (the "Services"); and

WHEREAS, Client desires to engage CMCS, and CMCS desires to accept such engagement, to provide the Services, on the terms and conditions set forth in this Agreement;

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

1. Obligations of the Parties.

(a) During the term of this Agreement, CMCS shall provide the Services described on Schedule I.

(b) Client agrees to provide adequate office space and supplies for the CMCS employee(s) to provide the Services.

2. Compensation.

In consideration of CMCS's provision of the Services pursuant to Section 1, Client shall pay CMCS in accordance with the fee schedule set forth in Schedule I. CMCS shall invoice Client no more frequently than monthly, and Client shall remit payment to CMCS within thirty (30) days of receipt of invoice.

3. Term and Termination.

(a) The initial term of this Agreement shall be a period of one (1) year commencing on the Effective Date. Thereafter, this Agreement shall be renewed for successive additional terms of one (1) year each upon written request by the Client.

(b) Anything herein to the contrary notwithstanding, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days prior written

notice to the other party.

Any such termination shall be effected by delivery of a notice of termination specifying the extent to which performance or work under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Client, CMCS shall stop work under this Agreement on the date and to the extent specified in the notice of termination. The amount due to CMCS by reason of termination shall be, for the Client's convenience, determined as follows:

CMCS shall be paid on the basis of the work completed in accordance with previously agreed upon milestones and payment schedules in effect prior to the effective date of termination.

(c) Anything herein to the contrary notwithstanding, either party may terminate this Agreement immediately upon written notice to the other party in the event of such other party's breach of a material provision of this Agreement which remains uncured for a period of thirty (30) days following receipt of written notice specifying the breach complained of.

(d) Except for termination of the obligations to perform further services and to compensate for such services, the remaining terms and conditions of this Agreement shall continue and survive any termination of this Agreement.

(e) If this Agreement is terminated, the Client may choose to engage CMCS for a period of up to three (3) months following the termination date, to administer ongoing cases. If the Client requests CMCS to manage ongoing cases after this Agreement is terminated, the cases will be processed for a fee of \$85.00 per hour for a period not to exceed ninety (90) days. However, the Client may enforce this right only if they are current on all payments and/ or reimbursements due to CMCS as of the date of the termination. In addition, if this Agreement terminates and the Client requests CMCS not to manage ongoing cases process run-out claims, CMCS shall forward to the Client or other subsequent Large Case Manager such individual claim forms and other records as the Client may reasonably request for the administration of ongoing cases.

4. Compliance With Laws.

In the performance of its duties and obligations pursuant to this Agreement, CMCS shall comply with all laws, rules, and regulations applicable to CMCS in connection therewith.

5. Insurance.

CMCS shall, at such it's sole cost and expense, maintain general and professional liability insurance and Worker's Compensation Insurance in such amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering the acts and omissions of CMCS in performing its obligations under this Agreement. CMCS shall provide the Client with Certificates of Insurance evidencing the above-referenced insurance coverage before January 1, 2000.

6. Nature of Relationship.

(a) CMCS shall perform this Agreement as an independent contractor to Client and, except as specifically provided in this Agreement, CMCS shall be solely responsible for the means and methods used to perform its obligations to Client.

(b) Nothing in this Agreement is intended or shall be construed to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of client and independent contractor.

(c) Client agrees that it will not hire any CMCS employees during the term of this Agreement and for the one (1) year period beginning on the date this Agreement expires or is terminated for any reason. Should Client hire an employee in violation of this Section, Client will pay a termination fee to CMCS for each employee hired, as liquidated damages, to CMCS for the amounts expended by CMCS in training and overhead. The termination fee shall be equal to two (2) times the annual salary of the employee hired.

7. Confidentiality.

(a) CMCS recognizes and acknowledges that in the course of performing its duties and obligations under this Agreement it may have access to Client's trade secrets and confidential or proprietary information (the "Information"). CMCS hereby agrees that, except when required by law, it will not disclose, in whole or in part, such Information for its own purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, upon request by Client, CMCS agrees to obtain from each of its on-site nurses described in this agreement a written agreement obligating each nurse to adhere to and be subject to the terms of this section. The obligations of CMCS hereunder shall survive the termination of this Agreement.

Client and CMCS acknowledge and agree that all pricing information, proposals, marketing materials and/or CMCS intellectual property, developed by CMCS independently or in conjunction with Client and provided to Client by CMCS or a third party are confidential proprietary information (the "Information") which will be held in strict confidence by Client. Client shall not disclose the Information without the advance written consent of CMCS. All software applications and related intellectual property (including but not limited to CMCS's ICMS software) will remain the sole property of CMCS and will be returned to CMCS upon termination of this Agreement.

The parties acknowledge and agree that disclosure of such Information in violation of the terms of this Agreement would cause immediate and irreparable injury, loss and damage to the party from which the Information originated and that an adequate remedy at law for such injury, loss and damage may not exist. Therefore, the parties agree that, in the event of a disclosure or threatened disclosure of such Information in a manner inconsistent with the terms of this Agreement, through any means whatsoever, the injured party may terminate this Agreement and may, in addition to any

other remedies to which it may be entitled, (I) demand the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Information in a manner inconsistent with the terms of this Agreement shall promptly comply with such demand; (ii) be entitled to institute and prosecute proceedings in a Court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, with the necessity of proof of actual injury, loss or damage, and (iii) recover damages, losses, and expenses of any nature, including without limitation attorneys' fees, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this section to the contrary notwithstanding, each of the parties to this Agreement shall not be required to return or deliver any documents or other tangible items relating to such Information, if such return or delivery would directly violate any express provisions of an applicable order of a Court of competent jurisdiction. It is the intention of the parties hereto that, in enforcing the provisions of this section, a Court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Information. Anything contained in this section to the contrary notwithstanding, the provisions of this section are not intended to cover information which is in the public domain or becomes generally known.

8. Indemnification.

(a) CMCS hereby covenants and agrees to indemnify, defend, and hold harmless the Client, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of or in connection with the negligence and/or intentional misconduct of the CMCS in the performance of its duties and obligations pursuant to this Agreement.

(b) Subject to the liability limitations for political subdivisions contained in NRS 41 et. seq., the Client hereby covenants and agrees to indemnify, defend, and hold harmless the CMCS, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of or in connection with the negligence or misconduct of the Client in the performance of its duties and obligations pursuant to this Agreement.

(c) The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.

(d) The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including without limitation, providing it with all available information with respect thereto.

9. Miscellaneous.

(a) Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties.

(b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, addressed as follows:

If to CMCS: Concentra Managed Care Services, Inc.
5080 Spectrum Drive, Suite 400 - West Tower
Addison, Texas 75001
Attention: General Counsel

If to Client: City of Las Vegas
Department of Human Resources
416 North 7th Street
Las Vegas, Nevada 89101
Attention: Rick Anderson, Director

Either party may change its address to which notice shall be sent by a written notice sent in accordance with this Section 10(b).

(c) Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.

(d) Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

(e) Assignment; Binding Effect. Neither party may assign this Agreement, or any of its respective rights or obligations hereunder, to any other person or entity, without the prior written consent of the other party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.

(f) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a Court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

(g) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada.

(h) Legislative Modification. Notwithstanding any other provision to the contrary: (a) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation, and (b) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of services provided by CMCS hereunder, CMCS shall have the right to increase its fees to reach that level of prices at which it is willing to provide services hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon written notice to the other party.

(i) Section Headings. Section headings contained in this Agreement are for convenience of reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.

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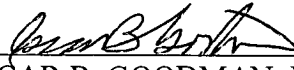
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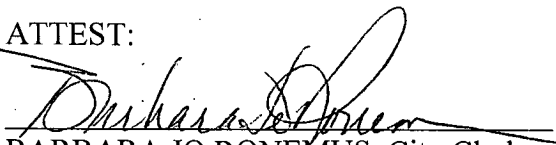
(j) Non-Discrimination. CMCS shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed or national origin in connection with or related to the performance of services under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

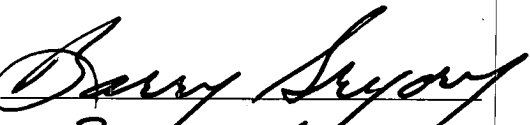
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/7/99
Date

CONCENTRA MANAGED CARE SERVICES, INC.

By 
Name: Barry Gregory
Title: Reg. V.P.

SCHEDULE I

SERVICES AND COMPENSATION

This Schedule also incorporates by this reference all of the Client's RFP General Provisions and those related to Large Case Management (hereinafter "LCM"). In addition, CMCS's Bid Proposal dated September 15, 1999, related to LCM is incorporated herein by this reference.

I. SERVICES

CMCS shall make available a registered nurse at least forty (40) hours per week to provide the following services for Client:

- A. Facilitate recommended treatment plans so that appropriate medical care is provided to employees of Client and identify and implement LCM prior to the specified deductible limit;
- B. Assess alternate medical services for appropriateness and cost-effectiveness, based on established medical standards;
- C. Encourage injured employees of Client to follow the medical care proscribed by their treating medical providers and provide one to one contact with the Patient, with frequency of contacts based upon the diagnosis and current case status. In addition, the Patient shall be provided with the nurses 800 number, with a 24 hour voice mail should he/she wish to contact the nurse directly. Furthermore, the nurse will provide the Patient with a letter of introduction to better manage the Patient's medical need;
- D. Focus medical plans towards timely and cost-effective recovery;
- E. Participation in Disability Management Team meetings;
- F. Serve as a medical resource to the Client's risk management staff, city departments and injured workers;
- G. Provide monthly activity reports that list the cases reviewed during the preceding month, including, but not limited to, analysis of cost savings, projections of future costs and time for case management;
- H. Provide a tracking computer monitoring system (TCMS) and input all necessary data on an ongoing basis.
- I. Reduce fees as the result of negotiations with providers through investigating the multiple resource structure provided by the Client's Reinsurer to determine the most

cost effective provider of service:

- J. Maintain ongoing telephone contact with the Client's Utilization Management nurses regarding case status and the need for exchanging medical information to expedite approval for requested treatments and procedures.

II. COMPENSATION

Onsite Case Management (Nurse)	\$102,000 per year
(paid in 12 equal monthly payments of \$8,500)	

III. ADDITIONAL SERVICES

A. In the event the onsite nurse's case load exceeds the 40 hour per week limit, the Client and CMCS shall negotiate the provisions for additional services from another CMCS onsite nurse to provide the services set forth in Section I of this Schedule.

B. In the event the onsite nurse's case load does not exceed the 40 hour per week limit, the Client may use the nurse to provide advise and case management for the Client's Workers Compensation claims. When working on the Client's Workers Compensation claims, the onsite nurse shall be paid at a rate of \$85.00 per hour. The amount of hourly work performed for Workers Compensation claims shall be paid separately and deducted from \$8,500.00 monthly fee.

EMPLOYEE ASSISTANCE PROGRAM SERVICE CONTRACT

This Employee Assistance Program Service Contract (hereinafter "Agreement") is made as of the 15th day of December, 1999, by and between PHC OF NEVADA, INC., d/b/a HARMONY HEALTHCARE (hereinafter "HARMONY") and THE CITY OF LAS VEGAS, NEVADA (hereinafter "CITY"). HARMONY and the CITY may also be sometimes referred to individually as "party" or collectively as "parties" throughout this Agreement.

WITNESSETH:

WHEREAS, the CITY wishes to contract with HARMONY, and HARMONY is willing to undertake certain support services to be rendered to the employees of the CITY as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES: HARMONY agrees to deliver all behavioral health care services and an enhanced Employee Assistance Program ("EAP"), including Utilization Review and Case Management, as described under this Agreement and in HARMONY'S Bid Proposal to the City dated September 16, 1999, (hereinafter "HARMONY'S Proposal"). HARMONY will furnish qualified staff to provide such services for the CITY's employees and their dependents, twenty-four (24) hours per day, three hundred sixty-five (365) days of the year. Services to be rendered by HARMONY are as follows:

(a) The provision of a three (3) visit EAP using the UHN EPO fee schedule which becomes effective on January 1, 2000. Ongoing treatment will continue under the member's health care plan. Member co-payments will be waived on the first three (3) visits per member per calendar year.

(b) A national 800 help line accessible 24 hours per day, 365 days a year. The help line will be staffed by masters level clinicians, supervised by licensed clinicians and supported by an on call Board certified psychiatrist. HARMONY will ensure that covered individuals who call the 800 help line receive immediate access to care, effective crisis stabilization, proper matching to the most appropriate modality of care and efficient follow up to ensure treatment was responsive to the employee's needs. The CITY employees and dependents who utilize the 800 help line will be provided with an initial comprehensive DSM-IV assessment within 72 hours of their initial call irrespective of the presenting problem.

(c) Access to the Harmony Rapid Response Team (RRT) staffed by licensed, trained counselors and available 24 hours per day, 7 days per week. The RRT shall provide mental health

services to the CITY employees who have encountered an extreme crisis or who may need immediate hospitalization.

(d) A Management Referral Program to include management training classes to educate managers and supervisors regarding recognizing troubled employees and how to refer an employee to an Employee Assistance Program.

(e) The provision of a dedicated Account Manager to support the services provided by HARMONY.

(f) HARMONY's Case Management process which assesses and manages patient acuity, appropriateness of care, timeliness of services, the clinical and financial efficacy of the approach, the nature and quality of support systems and the discharge needs of the client, significant other and referral sources. The Case Management process consists of a pre-admission review, a concurrent review, discharge planning, monitoring of aftercare, daily medical reviews as well as credentialing and monitoring of all providers.

(g) An initial and ongoing employee benefits orientation as requested by the CITY.

(h) A wellness "discount program" that provides access, at a reduced cost, to such items as health clubs, massages, vitamins and other similar products and programs.

(i) The provision of promotional materials such as paycheck stuffers and EAP brochures. Existing brochures will be provided at no cost. The cost of any additional brochures will be billed to the CITY at cost.

2. FEES:

(a) The CITY agrees to pay a fee for the comprehensive services envisioned by this Agreement of One Dollar (\$1.00) per employee per month through its TPA no later than the 15th of the month during which services are to be rendered. This fee is guaranteed for the entire two (2) year term of this Agreement.. The CITY, through its TPA, will provide a detailed eligibility list as back-up to said payments.

(b) The employees of the CITY and their dependents will be solely responsible for the payment of any and all co-payments as established within the Benefit Plan, except as provided in this Agreement, and for the costs associated with all treatment services not coordinated through HARMONY.

3. TERM: This Agreement is binding as of the date of its execution and delivery but will not take effect until January 1, 2000 (hereinafter "Commencement Date"). The term of this Agreement will begin upon the Commencement Date and will continue to and including December 31, 2001 (hereinafter "Term"), subject to the provisions of Section 4 of this Agreement.

4. **TERMINATION:**

(a) Any termination shall be effected by delivery of a notice of termination specifying the extent to which performance or work under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the CITY, HARMONY shall stop work under this Agreement on the date and to the extent specified in the notice of termination. The amount due to HARMONY by reason of termination shall be, for the CITY'S convenience, determined as follows:

HARMONY shall be paid on the basis of the work completed in accordance with previously agreed upon milestones and payment schedules in effect prior to the effective date of termination.

(b) By either party hereto, with or without cause, upon the provision of thirty (30) days prior written notice to the other party at the address provided in Section 13 of this Agreement; or

(c) By HARMONY in the event that the CITY fails to timely pay any amounts due to HARMONY hereunder and such failure is not cured within fifteen (15) days of the provision of written notice of such failure by HARMONY to the CITY; or

(d) Upon the bankruptcy or insolvency of either party hereto.

In the event this Agreement is terminated by either party, the CITY may choose to engage HARMONY for a period of up to three (3) months following the termination date, to provide ongoing patient care. If the Client requests HARMONY to provide ongoing patient care after this Agreement is terminated, the cases will be processed in accordance with the UHN EPO fee schedule for a period not to exceed ninety (90) days. However, the CITY may enforce this right only if they are current on all payments and/or reimbursements due to HARMONY as of the date of the termination. In addition, if this Agreement terminates and the CITY requests HARMONY not to provide ongoing patient care, HARMONY shall forward to the CITY or other subsequent EAP provider such individual claim forms and other records as the CITY may reasonably request for the administration of ongoing patient care. The parties agree and acknowledge that HARMONY reserves the right to charge its normal and customary copying fee in providing said documentation.

5. INDEPENDENT CONTRACTOR/NO PARTNERSHIP: HARMONY shall be, for all purposes, an independent contractor to the CITY and the employees of HARMONY shall not be deemed to be employees of the CITY for any purpose. Nothing in this Agreement shall be deemed to create an employment, partnership, joint venture or any other similar relationship between HARMONY and the CITY.

6. **INDEMNIFICATION:**

(a) HARMONY agrees to indemnify and hold harmless the CITY, its officers, directors, shareholders, employees and agents against any claim or legal action for injunctive relief, damages,

legal fees, or Court costs of any type where such a claim or legal action arises as a result of any negligent and/or intentional act or omission of HARMONY, its officers, directors, employees or agents. The CITY shall promptly provide HARMONY with written notice of any claim or legal action that may involve the HARMONY'S indemnity obligations under this Paragraph 6. The CITY hereby acknowledges that the determination of the action to be taken to defend or compromise any such claim shall be in the sole discretion of HARMONY.

(b) Subject to the liability limitations contained in NRS 41 et. seq., the CITY agrees to indemnify and hold harmless HARMONY, its officers, directors, shareholders, employees and agents against any claim or legal action for injunctive relief, damages, legal fees, or Court costs of any type where such a claim or legal action arises as a result of any act or omission of the CITY, its officers, directors, employees or agents. HARMONY shall promptly provide the CITY with written notice of any claim or legal action that may involve the CITY's indemnity obligations under this Paragraph 6. HARMONY hereby acknowledges that the determination of the action to be taken to defend or compromise any such claim shall be in the sole discretion of THE CITY.

7. **INSURANCE:** HARMONY shall maintain, during the term of this Agreement and any extension thereof, Professional Liability Insurance and Workers' Compensation Insurance to cover any obligations of HARMONY that may arise under this Agreement. Such Professional Liability Insurance shall provide liability coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. All insurance coverage shall remain in full force and effect during the entire term of this Agreement. Upon the reasonable request of the CITY, HARMONY will provide a Certificate of such insurance coverage to the CITY.

8. **ASSIGNMENT:** Neither party to this Agreement shall assign or subcontract any of its rights or obligations hereunder without the prior written consent of the other party, provided, however, that HARMONY may assign or subcontract its rights and obligations hereunder to PHC, Inc. or any affiliate or subsidiary, direct or indirect, of PHC, Inc. Notwithstanding the foregoing, the parties to this Agreement acknowledge and agree that HARMONY may engage providers, whether individual outpatient practitioners, group outpatient practices or inpatient facilities to render some or all of the services envisioned under this Agreement.

9. **PROVIDER NETWORK:** HARMONY represents and warrants that it has established and will maintain, during the entire term of this Agreement including any extensions thereof, contracts with selected behavioral health care providers to deliver all medically necessary and covered behavioral health care services to the CITY's employees and their dependents. In addition, HARMONY will seek to expand its provider network to include additional physician(s), clinician(s) or facilities upon the reasonable request of the CITY. Any providers engaged by HARMONY shall comply with the Administrative Facilities Application and contractual requirements set forth in the Provider Network provisions on pages 11 and 12 of HARMONY's Proposal.

(a) HARMONY's providers are bound by an agreement which establishes a prohibition against balance billing a patient, except for applicable co-payments and for services provided which

are not covered under the Benefit Plan. Prior to performing such non-covered services, the provider will inform the patient that the cost for such services are not covered under the Benefit Plan and will seek written confirmation from the patient of their desire to obtain said services.

10. AMENDMENT: This Agreement may only be amended or modified by a written instrument executed on behalf of both parties hereto, provided, however, that the parties recognize and contemplate that this Agreement will be reviewed and may require amendment from time to time.

11. LICENSURE: HARMONY has and will maintain, throughout the term of this Agreement and any extensions thereof, all licenses and certifications necessary for the conduct of its business and for the provision of services under this Agreement. HARMONY, upon the reasonable request of THE CITY, will submit evidence of such licensure and/or certification to the CITY.

12. ENTIRE AGREEMENT: This Agreement, together with any schedules or exhibits hereto, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, agreements or understandings with respect to the subject matter hereof.

13. NOTICES: All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

HARMONY:

Mr. Allen Flagg, Jr.
Chief Executive Officer
Harmony Healthcare
1701 W. Charleston; Suite 300
Las Vegas, NV 89102

with a copy to:

Mr. Bruce A. Shear
President
Harmony Healthcare
200 Lake Street; Suite 102
Peabody, MA 01960

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CITY:

Mr. Rick Anderson
Director
Department of Human Resources
City of Las Vegas
416 North 7th Street
Las Vegas, NV 89101

with a copy to:

Mr. Steve Miller
Employee Benefits Administrator
City of Las Vegas
416 North 7th Street
Las Vegas, NV 89101

14. CONFIDENTIALITY: Confidentiality, in accordance with Federal requirements, between the CITY's employees and/or their dependents and HARMONY will be maintained by HARMONY except in the case of safety hazard(s) for other employees of the CITY or their dependents, cases of suspected child abuse/neglect, where there is the potential of harm to the cast member and/or dependent or others, or where there is a binding Court order or subpoena.

15. OUT-OF-AREA CLAIMS: Eligible employees or dependents who require care while outside the State of Nevada are required to participate in and comply with HARMONY's programs related to pre-authorization and case management as specified in the CITY Benefit Plan. When medically appropriate and feasible, employees and/or dependents will be provided access to HARMONY affiliated facilities to ensure the quality of care and to control the costs of services rendered outside of Nevada. On all out-of-area cases, HARMONY will:

- (a) Provide Case Management services; and
- (b) Seek to negotiate preferred or reduced rates, on a case-by-case basis, for services to be rendered.

16. DATA COLLECTION: Upon the request of THE CITY, HARMONY will provide monthly, quarterly and annual reports with general information reflecting the utilization of benefits and other support services rendered by HARMONY to the CITY's employees and their dependents.

17. INDEPENDENT REVIEW: An independent reviewer engaged by HARMONY will be permitted to review the CITY's patient records for the purpose of auditing the data collection methods and results achieved by HARMONY. The purpose of said audit will be strictly limited to obtaining sufficient data to ensure HARMONY meets or exceeds all NCQA Professional Licensure Standards. Due to issues related to confidentiality, in no case will the independent reviewer be permitted to obtain information which identifies a patient by name.

18. ACCESS TO RECORDS: The CITY will be provided reasonable access to HARMONY's records, at the offices of HARMONY during regular business hours and upon the provision of twenty four (24) hours advanced notice. Access will be provided for the purpose of conducting an audit throughout the term of this Agreement and for a period of three (3) years from the date HARMONY rendered the last covered service hereunder. All requirements related to confidentiality will be adhered to by HARMONY and the CITY with regard to such access.

19. USE OF THE CITY's NAME: The CITY agrees to allow HARMONY to use the CITY's name only as a reference. However, notwithstanding the foregoing, HARMONY may include the CITY when listing its major clients in marketing materials, proposals and general business discussions.

20. GOVERNING LAW: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Nevada, without giving effect to the conflict of law principles thereof.

21. JURISDICTION AND SERVICE OF PROCESS: Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Nevada and the United States District Court of Nevada. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforementioned courts. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the party at its address as set forth in Section 13 hereof.

22. SEVERABILITY: In the event that any Court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such Court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such Court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

23. HEADINGS AND CAPTIONS: The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

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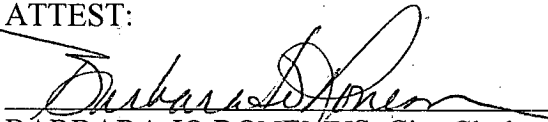
24. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this date first above written.

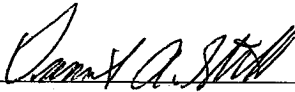
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/7/99
Date

PHC OF NEVADA, INC.
d/b/a HARMONY

By: 
BRUCE A. SHEAR
President

AMERICAN FIDELITY ASSURANCE COMPANY

(the Company)

Oklahoma City, Oklahoma 73125

**APPLICATION FOR EXCESS REIMBURSEMENT REINSURANCE AGREEMENT
A CLAIMS PAID REINSURANCE AGREEMENT**

1. Full legal name of Reinsured (Employer or Plan, YOU)

The City of Las Vegas

(As it will appear in the REINSURANCE AGREEMENT)

Principal Office

400 E. Stewart Ave.

(Street)

Las Vegas

(City)

NV 89101

(State/Zip)

2. Nature of Business
- City Government

3. If employee benefit plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal names and addresses of such companies and the nature of their business:

4. A. If presently self-insured, full name
-
- of YOUR Employee Benefit Plan:

City Health Insurance Plan

- B. If presently insured:
-
- Insurer: _____

Policy #: _____

Anniversary Date: _____

Description of such plan(s) must be attached to, and shall form a part of this Application. If the Plan Document has not been adopted, complete Interim Plan Document on Page 3.

5. COVERAGES REQUESTED

A. **SPECIFIC EXCESS REINSURANCE**1) Attachment Point \$ 200,000 per covered person.

2) Limit of Liability: 100% of payments made by YOU in excess of the Attachment Point.

3) Lifetime Maximum \$ 1,000,000.

- 4) Coverage Form Specific
-
- ☐
- Incurred in 12 Months
-
- and paid within 12 Months
-
- ☒
- Incurred in 12 Months
-
- and paid within 15 Months
-
- ☐
- Incurred in 12 Months
-
- and paid within 18 Months
-
- ☐
- Incurred in 15 Months
-
- and paid within 12 Months

- 5) Extension of Reinsurance Coverage
-
- ☐
- Yes
- ☒
- No

B. AGGREGATE EXCESS REINSURANCE

- 1) Monthly Factor \$ 339.65 single \$764.21 family Minimum Annual Aggregate Attachment Point will be based on the first month's actual enrollment.
- 2) Limit of Liability: 100% of payments made by YOU in excess of the Annual Aggregate Attachment Point to a maximum of \$1,000,000
- 3) Coverage Form Aggregate
 - ☒ Standard
 - ☐ Monthly Aggregate Advance Option
- 4) Supplementary Coverages. Indicate those coverages desired:
 - Yes No
 - ☐ ☒ Dental
 - ☒ ☐ Prescription Card Drug Plan
 - ☐ ☒ Weekly Income
 - ☐ ☒ Other _____

6. A+ OPTION ☐ Yes ☒ No

7. \$ _____ accompanies this Application as the initial premium deposit which is based on _____ number of Employees and _____ number of Dependent Units. This deposit does not bind coverage.

8. Requested Effective Date January 1, 2000

9. Requested Endorsements _____

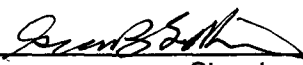
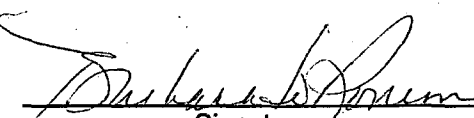
The Employer has appointed USI Administrators
to act as its Designated Third-Party Administrator ("TPA") of the Plan.

11. The Employer hereby appoints the TPA as its agent for purposes of the REINSURANCE AGREEMENT applied for, including, but not limited to, submitting Notice/Proof of Loss, certifying the payment of prior claims, transmitting payment of premiums due the Company and receiving payments from the Company. Any payments by the Company to the TPA will be construed as payments to the Employer. The Employer hereby holds the Company and its Underwriting Manager harmless from any liability arising from or related to any negligence, error, omission or defalcation by the TPA.

12. THE EMPLOYER HAS READ THE FOREGOING AND UNDERSTANDS AND AGREES WITH THE TERMS AND CONDITIONS OF THE COVERAGE APPLIED FOR. THE EMPLOYER REPRESENTS THAT IT HAS FORMED ITS EMPLOYEE BENEFIT PLAN IN COMPLIANCE WITH AND IN RELIANCE ON THE APPLICABLE PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, OR ANY OTHER APPLICABLE LAW OR REGULATION. IT IS AGREED THAT THE STATEMENTS IN THIS APPLICATION OR IN ANY MATERIALS SUBMITTED WITH THIS APPLICATION OR ATTACHED TO IT ARE REPRESENTATIONS OF THE EMPLOYER AND SHALL BE DEEMED MATERIAL TO ACCEPTANCE OF THE RISK BY THE COMPANY AND THAT THIS REINSURANCE AGREEMENT IS ISSUED BY THE COMPANY IN RELIANCE ON THE TRUTH AND ACCURACY OF SUCH REPRESENTATIONS.

Dated at Las Vegas, Nevada, the 15th day of December, 19 99

ATTEST:
Witness: Barbara Jo Ronemus, City Clerk
(Print or Type Name)

Reinsured: City of Las VegasBy: 
SignatureTitle: MAYOR
Signature

THIS APPLICATION DOES NOT BIND COVERAGE. Upon approval of the application, the REINSURANCE AGREEMENT evidencing that the coverage is in force will be issued by the Company through its Underwriting Manager. Coverage will commence on the Effective Date set forth in the REINSURANCE AGREEMENT.

Approved as to form:

 12/15/99
Date

EMPLOYER DISCLOSURE STATEMENT

THE REINSURANCE CONTRACT EXCLUDES COVERAGE FOR PLAN MEMBERS WHO ARE DISABLED OR NOT ACTIVELY AT WORK, AND DEPENDENTS WHO ARE CONFINED IN A HOSPITAL OR OTHER INSTITUTION OR UNABLE TO PERFORM NORMAL FUNCTIONS FOR INDIVIDUALS OF LIKE AGE AND EXPERIENCE. THIS INCLUDES ALL COBRA BENEFICIARIES AND RETIREES, IF APPLICABLE.

However, as an underwriting consideration, the reinsurance carrier MAY agree to waive the provision for such persons if the Employer discloses the following pertinent details regarding all such known individuals **PRIOR TO THE PROPOSED EFFECTIVE DATE.**

A contingency in the quotation was that all claims that have or are expected to exceed \$ 100,000 in the past/next twelve (12) months must be reviewed. This information must be disclosed as well. See the ASU Services LLC letter dated December 15, 1999 for agreed upon modification to this Disclosure Statement.

This form must be completed and submitted to Commercial Group Underwriters, Inc. **PRIOR** to the effective date, in order for the reinsurer to consider waiving the Actively-at-Work provision. Please complete the area below (attach additional pages if needed):

NAME	EE or DEP	DATE of BIRTH	SEX	DATE DISABLED	DIAGNOSIS OR NATURE OF DISABILITY	CURRENT HEALTH STATUS & ESTIMATE OF FURTHER CLAIMS	EXPECTED TO RETURN TO WORK ON	BENEFITS PAID LAST 12 MONTHS

IF NONE, PLEASE INDICATE NONE IN THE BOXED AREA ABOVE.

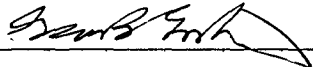
The Employer named below, through its authorized officer, hereby represents that the above list is true and complete and accurate to the best of their knowledge and belief, and that nothing has been knowingly or intentionally omitted. The Employer further acknowledges, understands and agrees that this information may be used by the reinsurance carrier in evaluating and determining the acceptability of the Employer's risk and that no coverage shall be provided for such individuals unless specifically agreed to by the reinsurance carrier. This information shall be treated as confidential.

Individuals who otherwise qualify as Covered Participants on the date of this disclosure and who become disabled on or after such date but prior to the Effective Date will be included Covered Participants for the purpose of determining reimbursement under the Policy.

EMPLOYER NAME

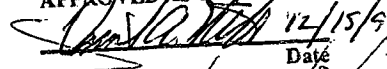
The City of Las Vegas

AUTHORIZED OFFICER/TITLE



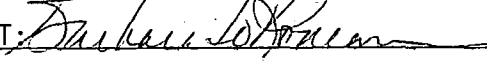
12-15-99

APPROVED AS TO FORM:

 12/15/99
Date

DATE

ATTEST:





ASU SERVICES LLC
99 ROSEWOOD DRIVE, SUITE 210
DANVERS, MA 01923
TEL: (781) 994-6300
FAX: (781) 994-6301

Date: December 15, 1999

Page 1 of 1

To: John Mathews
Of: CGU/AZ

From: Virginia A. Haines
Vice President, Underwriting / Marketing

RE: City of Las Vegas

John,

Per our conversation, I am willing to accept the disclosure statement provided by the City of Las Vegas. The acceptance waives the active at work provision on the contract. This waiver is subject to no new claimants after our telephone conversations on 12/10/99. The acceptance is based on the two lasers.

I am unable to change the written disclosure since the policy is approved by the state based on its original form.

If you have any questions, or need anything further, please do not hesitate to contact me.

Best Regards,

Virginia

COMMERCIAL GROUP UNDERWRITERS OF ARIZONA

4350 E. Camelback Road, C-210, Phoenix, Arizona 85018

Phone 602-954-7600 Fax 602-954-8840 E-mail cguaz@earthlink.net

Date:	10-Dec-99	Assumed Effective Date:	01-Jan-00
Employer:	City of Las Vegas	Proposal Expiration Date:	15-Jan-00
Carrier:	American Fidelity	<u>Comments:</u> Current Plan of Benefits	
Census:	Single: 877		
	Family: 944		
Broker/TPA:	Talbot Company		
Phone #	702-227-0121		
Fax #:	702-227-1972		

SPECIFIC EXCESS INSURANCE

Contract Type: 12/15

		<u>Rates</u>		
<u>Deductible Options:</u>	\$150,000	\$175,000	\$200,000	
Single	\$13.13	\$11.06	\$9.02	
Family	\$27.80	\$23.40	\$19.04	

Lifetime Maximum: \$1,000,000 less Specific Deductible. Commission: 0% Level.

Commercial Group Underwriters of Arizona is reimbursed for their services via a commission paid by the reinsurance carrier. This commission is included in the rates listed above.

Benefits covered by Specific are Medical only. Carrier's limit of liability is 100% of eligible payments in excess of the Specific Excess Deductible. Specific advancement is included in the above rates.

AGGREGATE EXCESS INSURANCE

Contract Type: 12/15

		<u>Factors</u>		
<u>Deductible Options:</u>	\$150,000	\$175,000	\$200,000	
Single	\$337.08	\$338.37	\$339.65	
Family	\$756.43	\$761.33	\$764.21	

Annual Premium: -or- \$1.67/ee monthly.Monthly Cap Protection: Benefits Covered: ☒ Medical ☐ Dental ☐ Vision ☒ Rx ☐ STD ☐ Other:Minimum Annual Aggregate Deductible - 1st months enrollment x 12 x aggregate factor(s) 100%

Terminal Protection:

Corridor Percentage: Annual Premium

Carrier Limit of Liability:

 \$1,000,000

LIFE INSURANCE / AD&D / DEPENDENT LIFE / MEDICAL CONVERSION

Life:

AD&D:

Medical Conversion (optional):

with Celtic Life

Benefits:

ASSUMPTIONS / QUALIFICATIONS

- ☐ Quote not valid unless producing Broker/Agent has current Life and A&H license.
- ☐ Quote is subject to approval of Third Party Administrator.
- ☐ In order to finalize rates and factors, receipt of paid claims, enrollment, and large claim data for the period to are reviewed.
- ☐ If monthly claims deviate upward by more than 10% a recalculation to rates and factors will be necessary.
- ☐ Nervous/Mental/Chemical/Alcohol Dependency claims limited to calendar year maximum.
- ☐ Terminal Protection Option covers claims incurred during the policy period and presented within 120 days after termination.
- ☐ New Hires subject to plan pre-existing conditions limitations.
- ☐ Requires a minimum of Group Life Insurance.
- ☒ No coverage for expenses resulting through Organ Transplants if such procedure(s) is/are considered experimental.
- ☒ All claims in excess of \$75,000⁺ incurred in the past twelve (12) months must be reviewed for diagnosis and current prognosis.
- ☒ Other: Laser for Tyrie Barnett and Thomas Heider may be required. Receipt and review of updated paid claims and potential claims will be required.

This quotation is based on data submitted including census, claim, premium history, large claim information and other relevant information. Any inaccuracy in the data will require additional calculations. Quotation assumes Employer's claims account is fully funded through the end of the policy period and no claims are being held for slow funding reasons. Variations may cause a change in quoted amounts. Subject to the qualifications above, the proposed terms are valid for an effective date of

 01-Jan-00

AMERICAN NATIONAL INSURANCE COMPANY
One Moody Plaza • Galveston, Texas • 77550
(Herein called "The Reinsurer")

WE, AMERICAN NATIONAL INSURANCE COMPANY
BY THIS TREATY OF EXCESS LOSS REINSURANCE

TREATY NUMBER: [AULM0085]

ISSUED TO: [City of Las Vegas]

agree to pay the Excess Loss Reinsurance benefits provided herein upon receipt of satisfactory written proof of loss with respect to the reinsured Employer named above, insofar as such loss relates to the self-insured Plan established by the Employer.

The consideration for coverage under this Excess Loss Reinsurance Treaty is the Employer's application and payment of the required premiums as they become due.

This Treaty takes effect on [7/1/99], which will be the effective date and the date of issue. Treaty anniversaries will be on [January 1] of each succeeding year. All periods indicated in this Treaty begin and end at 12:01 A.M. standard time at the office of the Employer.

The provisions and conditions of the pages that follow will form a part of this Treaty as fully as if recorded in detail above the signature(s) appearing below.

Signed at the Administrative Office of the Reinsurer,



Secretary



President

TREATY CANCELLABLE BY THE REINSURER
RENEWABLE AT THE OPTION OF THE REINSURER

EXCESS LOSS REINSURANCE

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**AMERICAN NATIONAL INSURANCE COMPANY
SCHEDULE OF EXCESS LOSS REINSURANCE**

Employer Identification Number: 88-6000198

Employer ("You"): **City of Las Vegas**

Address: Las Vegas, NV 89101

		<u>Inception Date</u>	<u>Expiration Date</u>	
Treaty Period:		07/01/99	12/31/99	
Expense Incurral Period:	Aggregate:	07/01/99	12/31/99	6/9
Expense Payment Period		07/01/99	03/31/00	
Expense Incurral Period:	Specific:	07/01/99	12/31/99	6/9
Expense Payment Period:		07/01/99	03/31/00	

Maximum Amount for Run-In Claims: Aggregate: **SNA**

Actively at Work Provision (waived or applied): **Waived**

A. AGGREGATE EXCESS LOSS REINSURANCE

Reinsurer's Limit of Liability (Aggregate Maximum Limit):

(1) **100%** of paid aggregate losses which are in excess of the Aggregate Retention Amount,
subject to a maximum limit of **\$1,000,000**

(2) Maximum Amount Per Covered Person applicable to Aggregate Excess Loss Reinsurance **\$ 150,000**

Aggregate Retention Amount

(3) Retention Factor: Single: **\$429.97** Family: **\$429.97**
Composite: \$ _____

(4) Minimum Aggregate Retention Amount: **\$4,788,146**

City of Las Vegas

(5) Lines of Coverage: ☒ Medical ☐ Dental ☒ Rx Card ☐ Vision
☐ Short Term Disability ☐ Other: _____

B. AGGREGATE EXCESS LOSS PREMIUM

(1) Aggregate premium rate per employee: **\$1.24**
 (2) Deposit Premium: **\$Pd.**
 (3) Minimum Premium (per coverage Period): **85% of First Month's Premium**

C. SPECIFIC EXCESS LOSS REINSURANCE**Reinsurer's Limit of Liability (Specific Maximum Limit):**

(1) **100%** of paid specific losses which are in excess of the Specific Retention Amount, subject to a maximum limit per Covered Person of **\$850,000.** (\$NA for Mental and Nervous Disorders).

(2) Specific Retention Amount: **\$150,000;** per Covered Person; \$ NA per family (Optional).

(3) Lines of Coverage: ☒ Medical ☐ Dental ☐ Rx Card ☐ Vision
☐ Short Term Disability ☐ Other: _____

D. SPECIFIC EXCESS LOSS PREMIUM

Specific Premium:
 Single: \$ 8.18 Family: \$21.94

E. CLAIMS ADMINISTRATOR
Pacific Heritage Administrators
 Address: on file

Accepted by Employer: _____

(Signature)

By: OSCAR B. GOLDMANTitle: MAYOR

Approved as to form

Date: _____

Attest:

By: _____

BARBARA JO RONEMUS, City Clerk

Date

1. COVERAGE PROVISIONS

- A. **Aggregate Excess Loss Reinsurance:** The Reinsurer will reimburse You a percentage of Covered Benefits paid under Your Plan, subject to all terms and conditions of this Treaty, to the extent that such payments are incurred during the Expense Incurred Period, paid during the Expense Payment Period and exceed the Aggregate Retention Amount. The Reinsurer's liability to reimburse You is limited to the Aggregate Maximum Limit. For purposes of this provision, Covered Benefits cannot include any amounts that exceed the Specific Retention Amount per Covered Person.

The Expense Payment Period, Aggregate Retention Amount, Aggregate Maximum Limit, Specific Retention Amount per Covered Person, and the percentage that the Reinsurer will reimburse You are shown in the Schedule. We will pay You as soon as reasonably possible after the end of Your Treaty Period, upon receipt of the necessary documentation for reimbursement. We will not make any payments to You unless all premiums due hereunder are paid on a current basis.

- B. **Specific Excess Loss Reinsurance:** The Reinsurer will reimburse You a percentage of Covered Benefits paid under Your Plan, subject to all terms and conditions of this Treaty, to the extent such payments are incurred during the Expense Incurred Period, paid during the Expense Payment Period and exceed the Specific Retention Amount. The Reinsurer's liability to reimburse You is limited to the Specific Maximum Limit.

The Expense Incurred Period, Expense Payment Period, Specific Retention Amount, Specific Maximum Limit and the percentage that the Reinsurer will reimburse You are shown in the Schedule. We will pay You any benefits that We have determined are due as soon as reasonably possible following receipt of the necessary documentation for reimbursement. We will not make any payments to You unless all premiums due hereunder are paid on a current basis.

2. DEFINITIONS

- A. **ACTIVELY AT WORK** (or "Active Work," or "Active Service") - The performance of all the regular duties of employment for the Employer on a full-time basis (at least 30 hours per week), at normal pay, at the Employer's normal place of business. An Employee will be considered Actively at Work on each day of a regular paid vacation or a regular non-working day on which he is not disabled, if he was Actively at Work on his last scheduled work day.

If an employee eligible under Your Benefit Plan is not Actively at Work (or if an eligible dependent is hospital confined or totally disabled, i.e., unable to perform the normal functions and activities of a person of like sex and age in good health) when such person's coverage under Your Plan or this Treaty (whichever is later) would otherwise take effect, coverage under this Treaty will not become effective until the day next following: 1) The employee's return to Active Service; or 2) The end of the dependent's hospital confinement

or total disability. The employee or dependent must continue to meet the eligibility requirements of Your Plan in order for such deferred coverage to become effective under this Treaty. No benefits shall be provided under this Treaty for any expenses incurred during such non-covered period(s), nor shall any such expenses apply toward the Specific Retention Amount or be considered a Covered Benefit for Aggregate Excess Loss Reinsurance hereunder.

B. **AGGREGATE RETENTION AMOUNT**, as shown in the Schedule, is the total amount of eligible expenses incurred and paid with respect to all persons covered under Your Plan, and will be determined at the end of the Treaty Period by use of the following formula:

- i. The total number of employees and their dependent units who are covered under Your Plan at the beginning of each month during the Treaty Period will be multiplied by the appropriate Retention Factor stated in the Schedule.
- ii. The sum of the monthly amounts computed as described in (i) above will be the Aggregate Retention Amount; except that the Aggregate Retention Amount will never be less than the Minimum Aggregate Retention Amount stated in the Schedule.
- iii. This aggregate amount does not include any payments You made to a Covered Person that were reimbursable under the Specific Excess Loss Reinsurance, or were in excess of the Maximum Amount Per Covered Person chargeable to the aggregate as stated in the Schedule of Excess Loss Reinsurance. The aggregate also does not include: Plan deductibles; Plan coinsurance; expenses or claims not covered under the terms of the Plan Document; expenses reimbursable from any other source; or costs of claim administration or litigation.
- iv. If this Treaty terminates prior to the end of Treaty Period, the Minimum Aggregate Retention Amount will not be pro-rated.

C. **AGGREGATE RETENTION AMOUNT FACTOR**:

- i. **EMPLOYEE-ONLY RETENTION FACTOR**: The amount specified in the Schedule of Excess Loss Reinsurance that is multiplied by the number of Covered Employees when determining the Aggregate Retention Amount.
- ii. **FAMILY RETENTION FACTOR**: The amount specified in the Schedule of Excess Loss Reinsurance that is multiplied by the number of Covered Employees with Covered Dependents when determining the Aggregate Retention Amount.
- iii. **COMPOSITE RETENTION FACTOR**: The amount specified in the Schedule of Excess Loss Reinsurance which is multiplied by the number of Covered Employees with or without Covered Dependents when determining the Aggregate Retention Amount.

- D. **CLAIMS ADMINISTRATOR** means the individual or entity named in the Schedule of Excess Loss Reinsurance to perform claim processing under Your Plan on Your behalf and which has been approved to do so by the Reinsurer.
- E. **COVERED BENEFITS**, for the purposes of reimbursement under this Treaty, are limited to the expenses incurred by a Covered Person that are:
- i. covered under the terms of Your Plan, taking into account all of the exclusions and limitations in Your Plan; and
 - ii. incurred during the Expense Incurrence Period; and
 - iii. paid during the Expense Payment Period; and
 - iv. included in the Covered Benefits shown in the Schedule; and
 - v. not otherwise limited or excluded by this Treaty.

It should be noted that Covered Benefits may not always be the same for Specific and Aggregate coverage; see Schedule for details. Covered Benefits do not include claim administrative fees, consulting fees, claim investigative expenses, legal fees, or other expenses related to litigation issues.

F. **COVERED PERSON**

- (a) Means an employee or an employee's dependent who meets the eligibility requirements as set forth under Your Plan. The employee or dependent must not have incurred medical expenses the lesser of 50% of the Specific Retention Amount shown on the Schedule page or \$30,000 during the 12 months immediately preceding the effective date of this Treaty without being disclosed to and approved by the Reinsurer.
- (b) If the Actively At Work provision applies as shown in Schedule, then the Covered Person must be Actively At Work on the effective date of this Treaty. If the employee is not Actively At Work on the effective date and the Actively At Work provision applies, then coverage will not be effective until the employee or dependent satisfies the Actively At Work provisions.
- (c) If the Actively At Work provision is waived on the Schedule page, then the Covered Person must satisfy (a) above.

- G. **ELIGIBLE EXPENSE** means a charge that is covered and payable under Your Plan.

- H. **EXPENSE INCURRAL PERIOD**, as shown in the Schedule, means the period of time during which an expense covered under Your Plan must be incurred by a Covered Person to count as a Covered Benefit under this Treaty. The Schedule may include an additional Run-In Expense Incurral Period preceding the start of the Treaty Period. An expense is incurred on the date the service, treatment, supply, or facility is provided.
- I. **EXPENSE PAYMENT PERIOD**, as shown in the Schedule, means the period of time during which payment must be made for expenses covered under Your Plan in order to satisfy a deductible or receive reimbursement under this Treaty. An expense is considered paid on the date the check is issued, provided it is mailed and paid upon presentation.
- J. **MAXIMUM AMOUNT FOR RUN-IN CLAIMS**, if any as shown in the Schedule, means the maximum allowable claim amount applied towards the Aggregate Retention Amount that was incurred during the Expense Incurral Period and paid during the Expense Payment Period.
- K. **MINIMUM AGGREGATE RETENTION AMOUNT** means the minimum amount of aggregate Covered Benefits that must be paid under Your Plan before any benefits become payable under the Aggregate Excess Loss Reinsurance provisions of this Treaty. This amount is specified in the Schedule of Aggregate Excess Loss Reinsurance, and the full amount will apply even if coverage terminates during the Treaty Period.
- L. **PAID CLAIM** means charges that are covered and payable under Your Plan, that have been adjudicated and approved, with check or draft issued and placed in the U.S. mail, for which sufficient funds are on deposit on the date said check or draft is issued, and which said check or draft is paid upon presentation.
- M. **PLAN** means Your self-funded employee benefit plan approved by the Reinsurer. A copy of Your Plan Document is attached to Your Application for Excess Loss Reinsurance and is made a part of this Treaty.
- N. **PLAN DOCUMENT** means a detailed written description of the Employer's self-funded Plan.
- O. **REINSURER** means American National Insurance Company.
- P. **SCHEDULE** means the Schedule of Excess Loss Reinsurance showing the various Excess Loss Reinsurance features for the Employer and which is made a part of this Treaty.
- Q. **YOU or YOUR** means the reinsured Employer named in the Schedule.
- R. **WE or OUR or US** means American National Insurance Company.

3. EXCLUSIONS AND LIMITATIONS OF LIABILITY:

- A. The Reinsurer's liability under this Treaty is limited to reimbursement of claims amounts properly paid to, or on behalf of, Covered Persons under Your Plan, and for those Covered Benefits stated in the Schedule.
- B. The Reinsurer will not be liable for claims amounts paid which are not covered under the terms and provisions of Your Plan.
- C. The Reinsurer will not be liable for claims amounts paid which can be recovered from or attributed to any other plan of coverage, or recovered by applying the coordination of benefits provisions of Your Plan.
- D. The Reinsurer will not be liable for punitive, exemplary or consequential damages and You shall hold the Reinsurer harmless from any damages of any kind which are not caused by the Reinsurer's own acts or omissions.
- E. The Reinsurer will not be liable for claims amounts paid for the care or treatment of sickness or injury which is caused by war, declared or undeclared, or any act of war; while in the act of committing a felony; or for services payable under government programs or private medical research programs.
- F. The Reinsurer will not be liable for benefits paid under Your Plan for services not medically necessary.
- G. The Reinsurer will not be liable for benefits paid under Your Plan for charges in excess of "usual and customary" fees.
- H. The Reinsurer will not be liable for benefits paid under Your Plan for mental and nervous/alcohol and drug related expenses in excess of the lifetime maximum shown on the Schedule page.
- I. The Reinsurer will not be liable for expenses incurred while Your Plan is not in force with respect to any otherwise Covered Person.
- J. The Reinsurer will not be liable for liability assumed by You under any contract, service agreement or arrangement other than Your Plan.
- K. The Reinsurer will not be liable for any expense incurred due to or as a consequence of noncompliance with any applicable state or federal statute or regulation.
- L. The Reinsurer will not be liable for expenses incurred as a result of accidental bodily injury or sickness arising out of or in the course of any occupation or employment for

wage or profit, or for which the Covered Person is entitled to benefits under any workers' compensation or occupational disease policy, whether or not any such policy is actually in force.

- M. The Reinsurer will not be liable for any costs of claim administration under Your Plan, for any payments or services provided by the Claims Administrator, or for consulting fees or litigation costs.
- N. The Reinsurer will not be liable for expenses incurred as a result of radioactive contamination or the hazardous properties of nuclear material.
- O. The Reinsurer will not be liable for expenses incurred prior to the Inception Date of the Treaty Period and/or Expense Incurrence Period of this Treaty.
- P. The Reinsurer will not be liable for benefits paid under Your Plan for Experimental or Investigational Medicine, i.e., equipment, drugs or dosages, devices, services, supplies, tests or medical treatment or procedures (generally, individually or collectively called "Regimens") which, when used for treatment of a specific illness or injury, are experimental, investigational or oriented toward research. Experimental or Investigational Medicine will not be considered medically necessary.

A drug, device, service, supply, test, or medical treatment or procedure is Experimental or Investigational under this Treaty and no benefits will be payable if, at the time it is to be used or furnished:

- i. The Regimens have not received final approval from the U.S. Food and Drug Administration (FDA) for the lawful marketing of the Regimens for the specific Injury or Illness to be treated; or
- ii. The Regimens have not received the approval or endorsement of the American Medical Association (AMA) for the specific injury or illness to be treated; or
- iii. The Regimens have not received the approval or endorsement of the National Institutes of Health (NIH) or its affiliated institutes for the specific injury or illness to be treated; or
- iv. The Regimens are to be or are being used or studied in proposed or ongoing clinical research or clinical trials as evidenced by an Informed Consent or treating facility's protocol; or are part of a proposed or ongoing Phase I, II, or III clinical trial; or are the subject of proposed or ongoing research or studies to determine their dosage, safety, toxicity, efficacy, or their efficacy as compared to other means of treatment or diagnosis; or
- v. The opinion of medical or scientific experts (as reflected in published reports or articles in medical and scientific literature; or the written protocol(s) used by the treating facility

or other facilities studying substantially the same or similar drugs, devices, services, supplies, tests, treatments or procedures; or the Informed Consent used by the treating facility or other facilities studying substantially the same or similar drugs, devices, services, supplies, tests, treatments or procedures) indicates that further studies, research, or clinical trials of the Regimens are necessary to determine their dosage, safety, toxicity, efficacy, or their efficacy as compared to other means of treatment or diagnosis; or

- vi. The Regimens have not been proven effective for the specific injury or illness as of the date the treatment is provided.

Any claims amounts paid by Your Plan which are excluded by virtue of the above EXCLUSIONS AND LIMITATIONS OF LIABILITY will also be excluded from contributing to either the Aggregate Retention Amount or Specific Retention Amount of this Treaty.

- 4. **PREMIUM:** Specific Excess Loss Premium: Premiums are payable by You on an installment basis. Each monthly premium shall be computed by multiplying the Specific Premium rate stated in the Schedule by the number of respective employees and dependent units who are covered under Your Plan at the beginning of each month during the Treaty Period. The first premium is due on the inception date of the Treaty, and subsequent premiums are due on the first day of each month thereafter. The Reinsurer reserves the right to adjust premium rates and/or monthly factors if: a) there is a change in Your Plan's benefits; b) the Employer's location changes; c) the number of employees varies by more than 20%; d) the nature of the Employer's business changes; or e) prior claims experience submitted by You or Your agent as a basis for determining the retention factors under this Treaty is inaccurate.

Aggregate Excess Loss Premium: The Deposit Premium shown in the Schedule is payable by You on the Inception Date of the Treaty Period. Premiums are payable at the beginning of each month during the Treaty Period, or portion thereof. Premiums will not be prorated for any partial month of coverage; a full month's premium will be payable for any such period. The final earned aggregate premium, at the end of each Treaty Period, or portion thereof if the coverage terminates sooner, will be either the aggregate premium paid to date including the Deposit Premium, or the Minimum Premium stated in the Schedule, whichever is greater. The Minimum Premium will be applicable regardless of how long coverage remains in force during the Treaty Period. Any balance due Us after deducting the Deposit Premium from final earned premiums will be payable by You within 30 days after the expiration date of the Treaty Period, or portion thereof if coverage terminates sooner. If the Deposit Premium exceeds the larger of the final earned premium and the Minimum Premium, the excess will be payable to You within 30 days after the expiration date of the Treaty Period, or portion thereof if coverage terminates sooner.

- 5. **RENEWAL:** This Treaty may be renewed only if renewal is mutually agreeable to both You and the Reinsurer. If the Reinsurer refuses to renew, it must give written notice to You at least 31 days prior to the anniversary date. If the Treaty is renewed, a new Schedule will be issued to reflect any changes agreed upon by You and the Reinsurer.

6. GENERAL PROVISIONS:

A. Amendment

This Treaty may be amended from time to time by mutual consent of You and the Reinsurer. Any such amendment shall be without prejudice to any claim arising prior to the date of change. No agent or other person, except an officer of the Reinsurer has authority to waive any conditions or restrictions of this Treaty, or to bind the Reinsurer by making any promise or representation or by giving or receiving any information. No change in this Treaty shall be valid unless evidenced by an endorsement to it signed by You and by an officer of the Reinsurer.

B. Employee Benefit Plan

The terms and provisions of Your Plan will be in accordance with that which is in effect at the Inception Date of this Treaty. Your Plan cannot be changed in any way while this Treaty in force without the advance written consent of the Reinsurer.

C. Payment of Premium

You shall remit all premiums either to the Reinsurer at its Administrative Office or to an authorized representative of the Reinsurer. Except as otherwise provided under the General Provision "D", this Treaty shall automatically terminate if any premium is not paid when due.

D. Grace Period

If any premium is not paid in full on or prior to its due date, a grace period of 31 days following the premium due date shall be granted for the payment of that premium. This Treaty shall continue in full force and effect during the grace period. You shall be liable to the Reinsurer for all premiums remaining unpaid on the date of termination of coverage, including premium for the days of the grace period during which coverage remains in force. If You do not pay all due premiums before the end of the grace period, this Treaty will automatically cease at the end of such grace period.

E. Claims Administration

While this Treaty is in force, You shall employ, at Your own expense, the services of the Claims Administrator stated in the Schedule. The Claims Administrator will be Your agent, and will not be considered an agent of the Reinsurer. The services of the Claims Administrator cannot be terminated without the advance written consent of the Reinsurer. Such consent shall only be granted in the event that the Claims Administrator is to be replaced by another acceptable to the Reinsurer.

F. Duration

This Treaty will commence on the Inception Date shown in the Schedule. It will terminate and all coverage provided by this Treaty will cease on the earliest of the following dates:

- i. the Treaty Period Expiration Date shown in the Schedule;
- ii. the end of the grace period, if any premium remains unpaid;
- iii. the date Your Plan terminates, or the date it changes, except as provided in General Provision "B" above;
- iv. the first day of any month specified by You in written notice mailed to the Reinsurer, provided that such written notice is postmarked prior to the date so specified;
- v. the date the services of the Claims Administrator as stated in the Schedule are terminated, except as provided in General Provision "E"; or
- vi. the date that any of the changes specified in General Provision "G" are made, except as otherwise provided therein.

G. Group Specifications - Changes

You shall notify the Reinsurer in writing not less than 31 days in advance of any change(s) of the following nature and will consent to any adjustments to this Treaty that are required by the Reinsurer as a consequence of such change(s):

- i. A change in the geographical area(s) in which You are located;
- ii. A change in the nature of business in which You are engaged; or
- iii. An increase or decrease of twenty (20) percent or more in the number of employees covered under Your Plan on any premium due date hereunder.

H. Records - Information to be Furnished

You shall forward or cause the Claims Administrator to forward all information required by the Reinsurer in connection with the administration of this Treaty and the determination of premiums and payments. You shall forward or cause the Claims Administrator to forward or make available to the Reinsurer for inspection all records that have a bearing on the Reinsurance hereunder. Such records shall be maintained and open to the Reinsurer for inspection at any time for up to three years after termination of this Treaty.

The Reinsurer shall not be liable for the fulfillment of any obligations dependent upon information to be furnished by You or the Claims Administrator until such information is received in a form satisfactory to the Reinsurer. The Reinsurer reserves the right to amend the terms and conditions of this Treaty if incorrect information is furnished and the Reinsurer acted to its prejudice by relying upon it.

I. Loss Provisions

In the event of any reimbursement being claimed under this Treaty, accounting records and other written proof of the basis upon which reimbursement is claimed must be furnished to the Reinsurer, in a form acceptable to the Reinsurer, within 90 days.

The Reinsurer will reimburse You as soon as reasonably possible after adequate proof of loss is received, except that there shall be no payment under the Aggregate Excess Loss provision until after the Expiration Date of the Treaty Period, and audits satisfactory to the Reinsurer are completed.

J. Subrogation

You may be entitled to recover from third parties for payments made to or on behalf of persons covered under Your Plan. If You recover from a third party, the recovered amount shall not be used to satisfy any retention requirement under this Treaty.

The Reinsurer may subrogate all Your rights if You fail to prosecute any valid claims against third parties and the Reinsurer, as a result, becomes liable to make payments under this Treaty. The remaining amount, if any, will be paid to You.

K. Legal Action

No action at law or in equity shall be brought to recover on this Treaty prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Treaty. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

If any time limitation of this Treaty with respect to bringing an action at law or in equity to recover on this Treaty is less than that permitted by the law of the jurisdiction of issue, that limitation is hereby extended to agree with the minimum period permitted by that law.

L. Workers' Compensation Insurance

Coverage provided under this Treaty applies only to Your Plan of Covered Benefits for non-occupational accidents or illnesses. It is not the intent of this Treaty to provide benefits in lieu of Workers' Compensation Insurance.

M. Statements not Warranties

In the absence of fraud, all statements made by You or a Covered Person shall be deemed representations and not warranties. No statement made for the purpose of effecting reinsurance hereunder shall avoid such reinsurance or reduce benefits unless a written copy of the statement is, or has been, furnished to the Covered Person or his beneficiary.

N. Notice and Proof of Loss

Written notice of a claim must be given to the Reinsurer when a claim reaches 50% of the Specific Retention Amount and/or if required for a specific diagnosis within 20 days of the date of the loss for which claim is made, or as soon as is reasonably possible. Notice given by or on behalf of a Covered Person or beneficiary to the Reinsurer (at its home office as indicated on the face page) or to any authorized agent of the Reinsurer, with enough information to identify the Covered Person, will be deemed notice to the Reinsurer.

Written proof of loss must be given to the Reinsurer within 90 days of such loss. Proof may be submitted later, if it was not reasonably possible to submit it within this period. In no event, except in the absence of legal capacity of the claimant, may Proof be submitted later than one year from the time it is otherwise required.

O. Limit of Premium Refunds

Whether premiums were paid in error or otherwise, We will refund only that portion of the excess premium that was paid during the 12-month period that preceded the date on which We learned of such overpayment.

AMERICAN NATIONAL INSURANCE COMPANY

One Moody Plaza • Galveston, Texas 77550

ORGAN TRANSPLANT COVERAGE AMENDMENT

Attached to and made a part of the Excess Loss Reinsurance Treaty between City of Las Vegas hereinafter "Employer") and American National Insurance Company (hereinafter "Reinsurer") effective 7/1/99. Treaty Number: AULM0085

In consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree that the referenced Treaty will hereby be amended as follows:

Subject to the provisions, conditions, exceptions, reductions and limitations of this Treaty, the Reinsurer agrees to reimburse the Employer in excess of the Specific Retention Amount for 100% of Eligible Expenses resulting from or directly related to the completion of all medically necessary, non-investigational, non-experimental, human to human heart, lung, heart-lung, liver, pancreas, cornea, kidney, bone marrow, cord cell and stem cell organ transplant procedures. This Amendment provides coverage only for Eligible Expenses incurred while this Amendment is in effect and paid during the Treaty Period.

Expenses of a live organ donor shall not be considered as Eligible Expenses of the organ recipient, unless the donor is without coverage that provides benefits for these expenses, in which case a maximum of \$20,000 shall be considered as Eligible Expenses of the recipient.

All benefits provided as stated in this Amendment are limited to a lifetime maximum of \$1,000,000 per Covered Person.

If a Covered Person is not Actively At Work or if the Covered Person is a dependent who is hospital confined or Totally Disabled on the Effective Date of this Amendment, no coverage shall be provided under this Amendment until he or she is no longer Totally Disabled.

"Treaty Period" means the period from the Inception Date to the Expiration Date as shown in the Employer's Application.

"Totally Disabled" means that the Covered Person is hospital confined or is unable to perform the normal functions and activities of a person of like sex and age in good health.

While this Amendment is in effect the coverage provided herein shall apply to all current and new Covered Units.

Except as expressly stated, nothing herein shall alter or affect any provision of the Treaty, including any prior amendments, endorsements or riders.

This Amendment has been signed as shown below on behalf of the Reinsurer.

AMERICAN NATIONAL INSURANCE COMPANY



Secretary

AMERICAN NATIONAL INSURANCE COMPANY

One Moody Plaza • Galveston, Texas 77550

(herein called the "Reinsurer")

APPLICATION FOR EXCESS LOSS REINSURANCECompany: CITY OF Las Vegas

Proposal Date:

88-6000198Address: 400 EAST STEWARTTreaty Inception Date: 7/1/99Treaty Expiration Date: 12/31/99

Treaty Number:

AULM0085City: Las VegasState: NVZip Code: 89101

Application is hereby made for a reinsurance Treaty as specified below, subject to approval by the Reinsurer. Coverage is only applicable to the category for which a retention amount is shown, and such retention amount is applicable only to the Treaty Period. If the Treaty is renewed, the retention amounts for subsequent Treaty Periods will be determined annually by the Reinsurer, and a new Application will be signed. If no retention amount is shown, coverage is not provided for that category.

(A) SPECIFIC EXCESS COVERAGE—MEDICAL ONLY

- 1) Specific Retention Amount per
Covered Person for the Treaty Period

\$ 150,000

- 2) Reimbursement Factor: Percent of payments
in excess of the Specific Retention Amount

100 %

- 3) Specific Maximum Limit per
Covered Person

\$ 850,000

- 4) Treaty Payment Basis

- ☐ Incurred on or after the Inception Date of the
Treaty Period and Paid within the Treaty Period
- ☒ Incurred within the Treaty Period and Paid within
the Treaty Period plus 3 months following the
Expiration Date of the Treaty Period
- ☐ Paid within the Treaty Period
- ☐ Paid within the Treaty Period, with Claims limited to those
incurred _____ months prior to the Treaty Inception Date
and to \$ _____ per Covered Person

- 1) Specific Excess Loss Premium Rates Payable for the Treaty Period
Payment Mode:

- ☒ Monthly ☐ Annually

City of Las Vegas

Agenda Item No. 93

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

Discussion and possible action on the Interlocal Agreement between the Clark County School District and the City of Las Vegas for the S.B. 555 Grant funds allocated to the Instilling HOPE In Youth Program.

Fiscal Impact

☒ No Impact	Amount: \$ 0
☐ Budget Funds Available	Dept./Division:----
☐ Augmentation Required	Funding Source: ----

PURPOSE/BACKGROUND:

The City of Las Vegas and the Clark County School District (CCSD) jointly applied for S.B. 555 Grant funds to continue and expand the City's Instilling HOPE In Youth tutorial program. The Instilling HOPE In Youth program is offered at Roy Martin and Charles I. West Middle Schools for students in grades 6-8 who are experiencing academic difficulties. The grant was approved in the amount of \$50,000, with the understanding that the CCSD will be the fiscal agent. The Interlocal Agreement outlines each entity's responsibilities to the grant.

RECOMMENDATION:

It is the recommendation of the City Managers Office to approve the action and authorize the Mayor to execute the Interlocal Agreements.

BACKUP DOCUMENTATION:

1. Agenda Memo Page
2. Interlocal Agreements between the City of Las Vegas and the CCSD for the Instilling HOPE in Youth Tutorial Program.
3. Tutoring for Pupils to Reach Proficiency funded grant application

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

MINUTES:

WENDELL WILLIAMS and LISA MORRIS of the Neighborhood Services Department were present. MR. WILLIAMS indicated that the City of Las Vegas and the Clark County School District jointly applied for S.B. 555 in the last Legislative Session, which appropriated \$50,000

CITY COUNCIL MEETING OF DECEMBER 15, 1999
Item 93 - Instilling HOPE In Youth Program

MINUTES - Continued:

in grant funds to continue and expand the City's Instilling HOPE In Youth tutorial program. The program is offered at Roy Martin and Charles I. West Middle Schools for students in grades six through eight who are experiencing academic difficulties. The School District is the fiscal agent and the Interlocal Agreement outlines each entity's responsibility to the grant. He recommended approval and that the MAYOR be authorized to execute the Interlocal Agreement.

MS. MORRIS explained that 46% of youth crime occurs when the parents are at work. Youth programs keep youth out of trouble and safe. Due to rising costs, it is difficult for many parents and guardians to meet all of the educational needs of their children. Initially the program focused more on mentoring rather than tutoring the children. However, more students insisted that they needed help with school and homework rather than someone taking them to the park. The program then became incentive based. The teachers who participate in the program are positive role models who over time become mentors. The program objectives are to encourage students not only to participate, but to propel them to succeed; to offer students in grades six through eight, who are having academic difficulties, access to free tutorial services; to increase the students' ability to learn through small, personal classes between five and seven students; to offer a variety of subjects to maximize student achievement; and to provide nutritional snacks and a monthly award ceremony.

The \$50,000 grant will be used to continue the program at Charles I. West Middle School, which currently provides tutorial services to approximately 60 students a day and to expand the program to Roy Martin Middle School. Several other school sites have expressed an interest in offering the program, and staff is doing everything possible to continue to seek additional resources.

COUNCILMAN BROWN verified with MS. MORRIS that the program is in its second year since its inception. He noted that student participation is upwards of 130 students.

MS. MORRIS thanked LARRY SPITLER who was very instrumental in the collaboration of the Clark County School District and the City of Las Vegas. MR. WILLIAMS thanked and acknowledged RHONDA ARMSTRONG and PAUL ARNOLD, managers of the McDonald's at Lake Mead and Martin Luther King, for being sponsors and for offering All American Meal certificates to the students who complete the program. He also thanked and introduced STEVE McCOY, Area Superintendent, Clark County School District. MAYOR GOODMAN also thanked them.

There was no further discussion.

(11:27 - 11:33)
2-1028

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: December 15, 1999****DEPARTMENT: Neighborhood Services****ITEM DESCRIPTION: Discussion and possible action to approve the Interlocal Agreement between the Clark County School District and the City of Las Vegas for the S.B. 555 Grant funds allocated to the Instilling HOPE In Youth Program.**

The City of Las Vegas and the Clark County School District (CCSD) jointly applied for \$50,000 in S.B. 555 Grant funds to continue and expand the City's Instilling HOPE In Youth tutorial program. The Instilling HOPE In Youth program is offered at Roy Martin and Charles I. West Middle Schools.

The Instilling HOPE In Youth program offers students in grades 6-8, experiencing academic difficulties, access to free tutorial services. The program targets students whose Grade Point Average are below 1.5. The rising costs of tutorial services make it impossible for some concerned parents to find quality assistance for their children. Statistics show that more and more students are struggling to pass the basic curriculum taught in schools. The Instilling HOPE In Youth program combines direct teaching with indirect instruction, access to computers, scientific experiments, reading for pleasure and other hands on learning opportunities. The instructors, who are CCSD teachers, create a welcoming environment for youth and parents.

What are the Program Objectives:

1. To provide students in grades 6-8 access to free tutorial and specialized academic assistance beyond the regular school day.
2. To increase the student's ability to learn through small, personal classes, between 5-7 students, conducted by a CCSD teacher (instructor).
3. To offer a variety of subjects such as math, reading, English, ELL, and science to maximize student achievement.
4. To offer mentors and counseling services to students based on need.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
FOR THE INSTILLING HOPE IN YOUTH TUTORING PROGRAM**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 15th day of December, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"); and the CLARK COUNTY SCHOOL DISTRICT ("CCSD").

WITNESSETH:

WHEREAS, the Nevada 1999 State Legislature approved \$50,000 ("Funds") in funding a tutoring program which was awarded to CCSD under Senate Bill 555 as part of the CCSD's Application for Tutoring for Pupils to Reach Proficiency; and

WHEREAS, the City and CCSD agree that it is in the best interests of each party and the students attending this tutoring program for CCSD to be a fiscal agent for the Funds; and

WHEREAS, the City and CCSD desire to work cooperatively to provide the tutoring services contemplated by Senate Bill 555 at Roy W. Martin Middle School and Charles I. West Middle School located in the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 277.180, the City may enter into interlocal contracts with other public agencies for the performance of any government service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW, THEREFORE, the City and CCSD, in consideration of the mutual covenants and promises herein contained, do hereby agree as follows:

1. **Program Description.** The City's program entitled Instilling HOPE in Youth provides tutorial, mentoring and counseling services to help improve student achievement and retention through consistent educational assistance. This City's program is currently in operation at the Charles I. West Middle School. Due to the growth of the program, the City will continue the program at Charles I. West Middle School and expand it to Roy W. Martin Middle School through the use of the Funds in collaboration with CCSD.

A more specific program description is set forth as Program #3 in the Application for Tutoring for Pupils to Reach Proficiency, attached hereto as Exhibit "A", and shall be referred to in this Agreement as the "Tutorial Program".

2. **Budget Summary of the Funds.** The City and CCSD agree that the Funds shall be disbursed and expended in accordance with the Proposed Budget Summary, attached hereto as Exhibit "B". CCSD, as the Fiscal Agent of the Funds, shall ensure that all expenditures are eligible

costs as outlined in the Proposed Budget Summary. All disbursements shall be documented with verified receipts, invoices, statements or other appropriate records to ensure compliance with the Proposed Budget Summary and SB 555 grant award of the Funds.

3. **Obligations of CCSD.** Throughout the term of this Agreement, CCSD shall dutifully perform the following:

A. Provide technical assistance for planning, implementation and evaluation of the Tutorial Program by the CCSD's Secondary Education Division, the Department of Curriculum and Professional Development, the Federal Programs Department and the Department of Testing and Evaluation.

B. Provide professional assistance in staff training necessary for the Tutorial Program implementation by CCSD's Secondary Education Division and Department of Curriculum and Professional Development.

C. Provide consultation and supervisory assistance to monitor, review and assess the effectiveness of the Tutorial Program by CCSD's Secondary Education Division, the Department of Curriculum and Professional Development and the Federal Programs Department.

D. Provide audit services to ensure accounting and reporting of operational costs and accomplishments of the Tutorial Program by the Federal Programs Department, the Accounting Department and the Secondary Education Division.

E. Provide qualified teachers to perform tutoring and diagnostic responsibilities for the Tutorial Program at Roy W. Martin Middle School and Charles I. West Middle School.

F. Maintain all records, reports and other related documents concerning the Tutorial Program.

G. Provide accounting services for the use of the Funds at the Tutorial Program in accordance with generally accepted accounting principles.

H. Provide adequate facilities for the Tutorial Program at Roy W. Martin Middle School, located at 2800 Stewart Avenue, Las Vegas, Nevada, and Charles I. West Middle School, located at 2050 Sapphire Stone Avenue, Las Vegas, Nevada.

I. Provide Administration of Funds as the designated Fiscal Agent of the SB 555 grant award.

4. **Obligations of the City.** The City, through its Neighborhood Services Department, shall faithfully perform the following:

A. Provide planning, implementation and evaluation of the Tutorial Program at Roy W. Martin Middle School and Charles I. West Middle School.

B. Provide professional services, including counseling and parent workshops, to the students attending the Tutorial Program and their parents at Roy W. Martin Middle School and Charles I. West Middle School.

C. Coordinate the Tutorial Programs provided at Roy W. Martin Middle School and Charles I. West Middle School to avoid duplication of services.

D. Provide incentives to the students for attendance and achievement at the Tutorial Program.

E. Provide nutritional snacks for the students attending the Tutorial Program, at the discretion of the City.

F. Maintain adequate records and documents on each student attending the Tutorial Program.

5. **Term.** This Agreement shall commence upon its approval and signature by both parties. The Funds allocated by the Nevada 1999 State Legislature to CCSD under this Agreement must be committed and allocated to the Tutorial Program prior to June 30, 2000, and used prior to June 30, 2000.

6. **Indemnification.** Subject to NRS 41.035, the City and CCSD will protect, defend, indemnify and save harmless each other from and against any and all liability, damages, demands, claims, suits, liens and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Each party's obligation to protect, defend, indemnify and save harmless as set forth in this paragraph shall include any and all attorney's fees incurred by each party in the defense or handling of said suits, demands, judgments, liens and claims and all attorneys' fees and investigation expenses incurred by each party in enforcing or obtaining compliance with the provisions of this Agreement.

7. **Compliance with SB 555.** Each party agrees to faithfully perform and comply with the requirements of SB 555, and related policies and procedures for the implementation of SB 555, including any requirements of the Nevada State Legislature, Nevada State Board of Education, Nevada State Budget Division or Interim Finance Committee.

8. **Modification or Revocation of this Agreement.**

A. The parties agree to amend or otherwise revise this Agreement should such modification be required by the State of Nevada or any applicable federal or state law or regulation.

Any modification to this Agreement shall be by written amendment approved and executed by both parties.

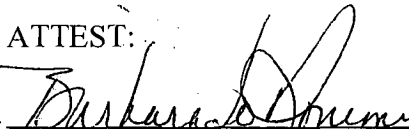
B. In the event that any of the Funds for any reason are terminated or withheld from CCSD or otherwise not forthcoming, either party may terminate with agreement by providing ten (10) days prior written notice to terminate to the other party.

IN WITNESS WHEREOF, this Agreement shall be duly executed by the City and CCSD on the date and year first above written.

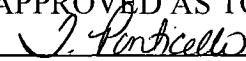
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/2/99
Date

CLARK COUNTY SCHOOL DISTRICT

By: 
MARK T. LANGE

Its: ACTING ASSISTANT SUPERINTENDENT
COMPENSATORY EDUCATION

ATTEST:

APPROVED AS TO FORM:

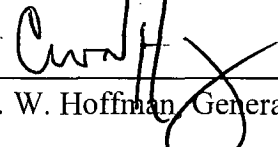
 12/6/99
C. W. Hoffman, General Counsel Date

EXHIBIT "A"

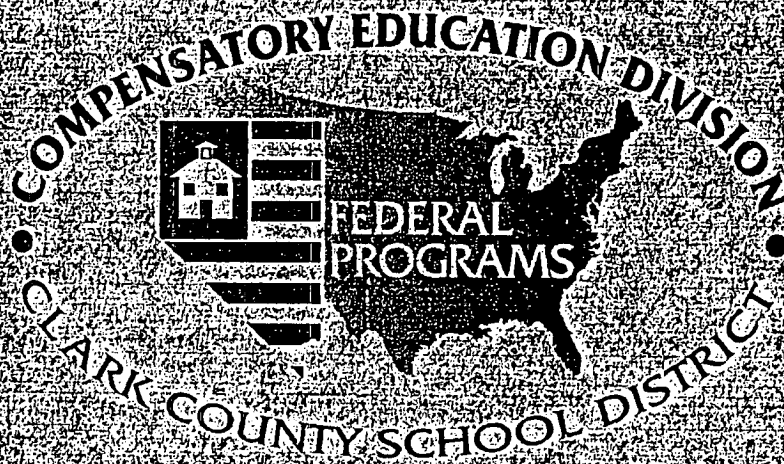
*Application
for
Remedial Education Programs
or
Tutoring for Pupils to Reach Proficiency*

under

Senate Bill 555

Fiscal Year 2000

Clark County School District



SECTION I: General Information/Uniform District Identification

District Name: Clark County	Project Starting Date: July 1, 1999	Project Ending Date: June 30, 2000
Authorized Contact Person's Name: Dr. P. Kay Carl/Leonard Paul	Title: Assistant Superintendents Elementary and Secondary Education Divisions	Telephone: 799-5475/5466 FAX: 799-5199/5480
Address: 2832 E. Flamingo Road	City Las Vegas	ZIP 89121

I hereby certify that, to the best of my knowledge, the information contained in this application is correct; the local Board of Trustees has authorized me, as its representative, to file this application; and such action is recorded in the minutes of the agency's meeting held on: August 26, 1999.

Mark T. Lange
Signature of Superintendent or Authorized Designee

9-10-99
Date

State funds allocated to schools for remedial education programs by the Interim Finance Committee must be used to pay costs incurred by schools in providing a program of remedial study. Funds may be used to provide salaries, training, or other compensation of teachers and other educational personnel providing remedial instruction to the identified pupils; and, money may be used to fund the program of remedial study, secure instructional materials and equipment required for the remediation program, or for additional school operating costs directly attributable to the program of remedial study.

State funds allocation for remedial education programs must be used by schools to pay the costs of providing programs of remedial study that have proven to be successful in improving the academic achievement of pupils. Applicants must choose from the "List of Effective Remedial Programs" as approved by the Nevada Department of Education.

A school receiving an allocation of state funds for remedial education shall not use the money to: replace the money schools would otherwise expend to support existing programs of remedial study; settle or arbitrate disputes or negotiate settlements with organizations that represent licensed employees of the school district; or adjust schedules or salaries and benefits of employees of the school district. Funds may, however, be used to supplement existing remediation programs.

A school must account for these funds separately, and funds must be spent in accordance with the budget approved by the Interim Finance Committee, unless a revised budget is subsequently approved by the Department of Education, State Budget Division, or Interim Finance Committee.

Department of Education Information/Approval

Date Received _____	Date Approved _____
	Amount Requested _____
	Amount Recommended _____
Board of Examiners _____	Date _____

SECTION II: District Narrative

School districts shall submit a narrative description of the technical and administrative support the district will provide to schools or centers for state funding of remedial education programs or tutoring of pupils who need additional instructional time in order to pass or each a level considered proficient. The narrative shall include a description of, and timeline for, the district's assistance in the following areas:

- Technical assistance will be provided to schools and school-based centers for planning, implementation, and evaluation of the remedial programs by the Elementary and Secondary Education and Curriculum Divisions, the Department of Curriculum and Professional Development, the Math/Science Institute, the Federal Programs Department, and the Department of Testing and Evaluation. Planning, implementation, and evaluation assistance, as approved by and contracted with the Clark County School District, will also be provided by the City of Las Vegas - Neighborhood Services Department to the two participating middle schools.
- Professional assistance will be provided to schools or school-based centers for staff training necessary for implementation and success of planned remedial education programs by the Elementary and Secondary Education and Curriculum Divisions, the Department of Curriculum and Professional Development, and the Math/Science Institute. The City of Las Vegas - Neighborhood Services Department will also provide professional services directly to the two participating middle schools and will coordinate the provision of professional volunteer assistance from the University of Nevada, Las Vegas, the Community College of Southern Nevada, and other appropriate, community-based organizations.
- Consultation and supervisory assistance will be provided to schools or school-based centers to monitor, review and assess the effectiveness of the remedial education program by the Elementary and Secondary Education and Curriculum Divisions, the Department of Curriculum and Professional Development, the Math/Science Institute, and the Federal Programs Department. As needed, the City of Las Vegas - Neighborhood Services Department will provide consultative and supervisory assistance to the two participating middle schools.
- Audit services will be provided to schools or school-based centers to ensure accounting and reporting of operational costs and accomplishments of their remedial programs by the Federal Programs Department, the Accounting Department, and the Elementary and Secondary Education and Curriculum Divisions.

SECTION II: District Narrative Continued

- The Clark County School District and The City of Las Vegas – Neighborhood Services will sign a memorandum of understanding as to the roles of each party in the tutoring program at Roy Martin and Charles I. West Middle Schools. The district will be the fiscal agent and provide teachers to perform the tutoring responsibilities. The City of Las Vegas – Neighborhood Services will provide coordination, supervisory, and evaluation services, as well as student incentives and counseling services, as needed.

The district may not include indirect costs for services rendered to its schools under this program.

SECTION III: Data

Program #1

Number of Students Determined Non-Proficient

As measured by _____ TerraNova Proficiency Exam				
Date of measurement _____ October 1999				
	Grade <u>3</u>	Grade <u>4</u>	Grade <u>5</u>	Grade
Reading	3,685	3,428	3,395	
Language Arts	3,825	3,558	3,524	
Writing	N/A	N/A	N/A	
Math	3,297	3,061	3,037	
Other				

Number Of Students To Be Served By This Program

	Grade <u>3</u>	Grade <u>4</u>	Grade <u>5</u>	
Reading	380	380	380	
Language Arts	380	380	380	
Writing	380	380	380	
Math				
Other				

Total non-duplicated students served = 1,140

Duplicate this page if needed. If necessary, provide any explanations of data in the above Section III charts on the following page.

SECTION III: Data

Program #2

Number of Students Determined Non-Proficient

As measured by <u>Nevada High School Proficiency Exam</u>					
Date of measurement <u>April, June, July 1999</u>					
	Grade <u>11*</u>	Grade <u>12</u>	Grade <u>12**</u>	Grade	
Reading	2,500	2,086	628		
Language Arts					
Writing	(1,750)	(1,456)	(403)		
Math	5,850	4,876	1,088		
Other					

Number Of Students To Be Served By This Program

	Grade <u>11***</u>	Grade <u>12</u>	Grade <u>12**</u>		
Reading	(500)	588	180		
Language Arts					
Writing					
Math	(1,000)	1,040	240		
Other					

Duplicate this page if needed. If necessary, provide any explanations of data in the above Section III charts on the following page.

SECTION III: Data

Program #3

Number of Students Determined Non-Proficient

As Measured By: TerraNova Test
 Date of Measurement: Exam Administration: October 1998

	Grade <u>6*</u>	Grade <u>7</u>	Grade <u>8</u>	Grade <u> </u>
Math	(450)	336	357	
Reading	(350)	452	413	
Language Arts	(330)	356	282	
Science	(450)	460	614	
Writing				

Number of Students To Be Served by This Program at
 Roy Martin Middle School & Charles I. West Middle School

	Grade <u>6*</u>	Grade <u>7</u>	Grade <u>8</u>	Grade <u> </u>
Math	(102)	102	102	
Reading	(129)	129	129	
Language Arts	(95)	95	95	
Science	(161)	161	161	
Writing				

SECTION III: Chart Explanations

Program #1: Figures are district-wide and based on actual TerraNova test scores for fourth grade and extrapolated for third and fifth grade students. Writing is not evaluated by the TerraNova exam.

Program #2: These data are based on test results from the April, June, and early July (1999) administrations of the NHSPE. They do not include test results from the administration during the week ending July 30. It should be noted also that some incoming 12th grade students have not been tested: 5.3% in Reading; 4.9% in Math; and 13.2% in Writing. The data presented in this table form the basis only for Session 1 of the three tutorial sessions to be funded through this grant award. Data tables for subsequent tutoring sessions (i.e., Sessions 2-4) will be developed following each new administration of the NHSPE. Explanations of the asterisked items follow below:

* These are projected rates of failure for the 11th grade students who will take the NHSPE in October 1999. The projected rates are based on the rate of failure by 11th grade students in the Fall 1998 administration of the NHSPE.

** These are actual numbers for the 1998-99 12th grade students who are credit-deficient or who received a Certificate of Attendance in June 1999.

*** These, again, are projected numbers of 11th grade students who can be served in Session 2 (or later) following their failure of the Reading and/or Math portions of the NHSPE. Actual test results will be used to develop the new Data Table for submission.

Program #3: The data for grades 7 and 8 are based on test results from the October 1998 internal administration of the TerraNova Test to 6th and 7th grade students district-wide. The data for grade 6* (enclosed in parentheses) represent estimates of the combined numbers of students from the two schools that will score below the 25th percentile in each of the four subject areas on the TerraNova when it is again administered by the district to 6th and 7th grade students in October 1999. The targeted population of 7th grade students may also change following release of the 1999 Terra Nova Test results, as may the targeted population of 8th grade students following release of the state-mandated administration of the TerraNova in October 1999. The numbers for each grade may also be amplified by students whose cumulative grade point averages are below 1.5 and who are strongly recommended for the program by teachers or counselors at the schools. This data table does not include estimated numbers of students (and their families) who may be selected to participate in the incentive programs or who may be referred for family therapy.

SECTION IV: School/Center/Tutoring Narrative

The Nevada Department of Education is authorized by action of the 1999 State Legislature to allocate moneys from the Distributive School Account for programs of remedial education or tutoring of pupils who need additional instructional time in order to pass or to reach a level considered proficient. Programs must be conducted before or after school, on weekends, during the summer or between sessions in school with year-round school calendars. Upon receipt of applications, the Department of Education will review them jointly with the Department of Administration (Budget Division) and the Legislative Bureau of Educational Accountability and Program Evaluation. The Department will transmit applications to the State Board of Examiners with recommendations concerning the allocation of money. The State Board of Examiners, or the Clerk of the Board if authorized, shall consider the request and if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee. The Interim Finance Committee will make the authorization of moneys but is not bound to follow the recommendation of the State Board of examiners when determining the amount of funding to be received by the applicant.

Please respond to the following questions in narrative format.

1. Describe the program of remedial study or tutoring. How will the pupils be instructed? Where will the pupils be instructed? What is the length of the instructional program in hours, days, weeks? If a printed schedule is available, please attach it.

The Clark County School District proposes to offer three programs of remedial study to reach students in need of additional instruction either prior to proficiency testing or as a result of insufficient test scores. The three primary grades targeted are 4th, 8th, and 12th in which proficiency tests are administered. Student in grades three, five, six, seven, and eleven will be assessed as to their needs and offered preventive services.

The Clark County School District will offer the following three programs of remedial study:

Program #1 will be offered to third, fourth, and fifth grade students in up to ten schools scoring the lowest on the fourth grade TerraNova proficiency exam.

Program #2 will be offered to 11th and 12th grade students district-wide who are identified as needing additional instructional time in order to reach a level considered proficient; and

Program #3 will be offered to students at Roy Martin Middle School and Charles I. West Middle School who are identified as academically low-achieving and in need of specialized tutorial assistance.

Program #1: The Elementary Division's Extension Academy featuring Voyager Expanded Learning will be offered to schools scoring the lowest on the fourth grade TerraNova exam at approximately 10 sites. Schools may choose from offering Voyager during intersession, summer school or after school. This enables each site to select the time that best fits the needs of their

children. See page 24 for time line.

The Extension Academy will concentrate on reading and writing and offer a total of 76 classes during the 1999-2000 school year and serve 1,140 students. Classes will be held at school sites and will be limited to 15 children. Summer school and intersession classes will each be four hours in length and offered for 12 days each session. While summer school only occurs for one session, intersessions are offered during each track break for a total of four times or 48 days. After school classes will be held three times a week for eight week sessions which will be repeated four times.

Classes will target students already labeled as non-proficient and those that teeter on the edge of proficiency. Test scores and teacher recommendations will be considered when placing third, fourth, and fifth grade students in the Extension Academy.

Voyager is a national education initiative created and managed by many of the nation's top public school educators. Voyager provides a variety of after-school, summer, intersession, and in-school programs for children, grades K-6.

Voyager curricula are developed to make each child successful and to build self-confidence. The program generates a lifelong fascination with the concepts and content being explored. By building interest, children are inspired to continue learning outside the confines of the classroom and regular school day. The Voyager approach increases long-term retention and expands knowledge.

Program #2: The 11th and 12th grade students targeted for this program will be those who have failed the mathematics and/or reading portions of the Nevada High School Proficiency Exam (NHSPE). Based on the results of the NHSPE and on further diagnostic assessments conducted on-site by tutors, the tutoring sessions will be designed to alternate between individualized, one-on-one sessions, and small group sessions. The small group sessions will be designed to accommodate from three (3) to sixteen (16) students.

The tutoring program will be offered at sixteen, geographically appropriate district secondary school sites. The same program will be offered at each site, though the exact number of reading and math instructors per site will vary depending on the identified student deficiencies for that geographical area. The program will consist of three sessions of three weeks each, with each of the three sessions scheduled during the three-week period immediately preceding administrations of the NHSPE. Those administrations are scheduled for February 7-11, 2000; April 10-14, 2000; and June 12-16, 2000. Twelve 90-minute instructional periods will be offered during each session: four instructional periods per week for each week of the three-week session. The schedule of instructional periods will be somewhat different for each site. Some periods will be offered in the evening, some on Saturday, and some during inter-session, with the exact schedule for each site based on the needs of the students identified for remediation at that site.

Program #3: The City of Las Vegas has coordinated the Instilling HOPE in Youth program at West Middle School for the past year which has been sponsored through private donations. This program provides tutorial, mentoring, and counseling services to help improve student achievement and retention through consistent educational assistance. Due to the growth of the program, the City of Las Vegas proposes to continue the program at West Middle School and expand it to Roy Martin Middle School with the help of these funds and the Clark County School District.

Students from West and Martin middle schools will be selected for this program based on a grade point average at or below 1.5 for the fall and winter quarters as well as those students scoring below the 40th percentile on the district's internal administration of the TerraNova test. In conjunction with the City of Las Vegas - Neighborhood Services Department, the district will offer these targeted students in 6th through 8th grades a program that will combine tutorial assistance in reading, mathematics, and science. The tutorial services, based on small groups of from 3-12 students, will be offered at the two schools ~~Monday through Thursday during after-school hours (2:15 - 4:15 p.m.)~~ *48 hours per week*. The tutors will be teachers from the two schools who receive extra pay for the after-school tutorial hours. A lead teacher will be selected at each school site to coordinate the program. The materials used in the tutorial sessions will be drawn from the regular curriculum. Program activities will be coordinated with the Community Center and Life-Long Learning Center at West Middle School and with current after-school programs at Martin Middle School.

Through private funding, students will be offered incentives for attendance and achievement such as movie tickets, fast food gift certificates, etc. As many factors affect a child's performance in school, family and parental assistance such as counseling services will be available on an as needed basis. These services will also be funded through other sources.

2. List the program(s) to be used which has (have) been approved by the Department of Education as being effective in improving pupil achievement or has (have) been found to be effective in remediating pupils so that they can reach proficiency.

The Elementary Extension Academy Program will use Voyager Expanded Learning. Voyager's learning philosophy is based on such values as teachers as facilitators, student-directed instruction, real-world relevance, interdisciplinary exploration, and discovery-based learning. This philosophy is implemented using multiage grouping, designation of team leaders, group tone, learning station, academic boosters, and skill reinforcement. Essential components in every Voyager curriculum are special events, celebrations, to mark program milestones, and opportunities for active involvement by both parents and the community.

Although no approved programs will be used in either strand of the secondary remedial tutoring program all curricula will meet state standards. The district has found that intensive one-on-one and small group tutoring that is tailored to the needs of the specific individuals and groups is the most effective means of raising the achievement of middle school students and of preparing deficient students for passing the relevant sections of the NHSPE. The students and their needs will be identified through TerraNova scores, through their GPA, or through the reading and math

sections of the Nevada High School Proficiency Exam. This method was used in a remedial math program implemented prior to the July 28-30 administration of the NHSPE - with good results. It has also been used successfully at the two middle schools and in the Indian Education Program.

3. Describe the curriculum that will be taught.

Program 1: Voyager's curriculum focuses on reading, language, math, and science for first through fifth grade classrooms. These units help create consistency and common assessments to be used across grade levels. The program trains classroom teachers in subject area integration giving them the knowledge to implement the Voyager Expanded Learning programs and programs of similar design. The cooperative learning techniques learned through Voyager's staff development will enhance all academic areas as well as the implementation of other remediation programs.

Time Warp, Voyager's reading curriculum, is designed to create a community of readers and writers by taking students on a reading adventure. It is characterized by a framework of reading strategies that provide a foundation which transitions children from learning to read to reading to learn. Time Warp uses adventures that target reading instruction on strengthening phonics, phonemic awareness, vocabulary, and comprehension. This high interest curriculum expands writing and oral language development while addressing a variety of children's needs, interests, and learning styles.

Voyager uses a variety of methods to engage students. Learning station activities reinforce and apply reading strategies. "Voyagers" participate in discovery learning, work collaboratively, and use problem-solving strategies. Students form small groups to complete Challenge Lessons which require them to respond to emergent, early, and fluent reading levels through targeted lessons teaching phonics and decoding, the order of language, and word construction.

Program #2: Mathematics: The curriculum taught at each site will consist of the five strands identified by the State of Nevada: Patterns, Functions & Algebra; Data Analysis; Numbers, Number Sense & Computation; Measurement; and Spatial Relationships & Geometry. Additional emphasis will be placed, as needed, on student deficiencies in ratio and proportion, per cents, introductory statistics and graph reading, multi-stage probability, geometry, and simple linear equations.

All math tutors will use the same materials: (1) the *Math, You Can Do It!* booklet for computational and conceptual strands, and (2) the *Math For Proficiency* books. Teachers will also use the released version of the NHSPE in mathematics; the CCSD Proficiency Prep Mathematics (which includes a packet of ten practice proficiency tests with ten questions each); the Sample Tests 1A, 2A, 1B, and 2B; and the Contemporary Math I & II Syllabus-Based Tests. Also, each tutor will be provided with a packet of nine practice tests and practice questions in the areas of ratio and proportion, per cent, probability, statistics, geometry, and algebra.

Reading: The curriculum taught at each site will focus on areas of student weakness identified by results on the Reading portion of the NHSPE and on sample tests administered by program tutors. Students will be tutored in reading for information, reading to perform a task, and reading for literary experience. Students will also be tutored in reading to develop initial understanding, reading to make inferences, and reading to develop a critical stance toward the material read. Science content will be included in the curriculum. All reading tutors will use the same materials: the *Proficiency Prep Reading/Writing: Guide For Student Success* (CCSD); sample reading tests; the released NHSPE test in reading; *Reading For Proficiency*; and *Breakthroughs In Science*.

Program #3: The curriculum will mirror as closely as possible the normal district curriculum in reading, language, mathematics, and science. The tutorials will be structured to enhance the students' learning experience and to support the current academic program. Teachers will target areas of special academic need and deliver tutorial assistance designed to maximize academic results.

4. If applicable, describe how this program is supported, integrated or supplemented by other remedial or tutorial services in the school or district. Identify the source of funding and name of the program(s) with which it is integrated.

Program #1: The Extension Academy program targets the schools that perform the worst on the TerraNova exam. SB 482 legislation also targets schools in need of improvement, bubble schools, and schools that were previously inadequate. These funds would complement the efforts of in-school remediation programs performed under the Nevada School Reform Act including Success for All, Reading Renaissance/Accelerated Reader, Reading Improvement Program, Computer Curriculum Corporation, LightSpan, Full Option Science System, Jostens Learning Programs, Accelerated Schools, etc. The district and parents fund another component of the Extension Academy program that is teacher designed and implemented to extend and enrich the child's experience beyond the regular school day. Adding Voyager to the Extension Academy will offer experiential learning, similar to gifted programs, to students in need of remediation.

Program #2 and Program #3: Mathematics: Both secondary remedial tutoring programs will be integrated with the Secondary Division's Remediation Plan. This plan includes pre-testing 11th and 12th grade students at the beginning of the school year, working on identified deficiencies during the review time set aside in the Components of an Effective Lesson, and identifying a Week of Review in preparation for the October administration of the NHSPE. Selected students at the two middle schools will also be pre-tested at the beginning of the school year to identify particular deficiencies that can be systematically addressed through the tutoring program.

Reading: Support for middle and high school students with identified deficiencies in English and reading is currently provided through the English I-V Reading/Writing Program, which has been implemented in district high schools. These two programs both target students with low reading scores on the TerraNova, and both will offer additional reading instruction aimed at specific reading problems and deficiencies. Supplementary support for *Program #3* will come from Title VI funding for materials and will include intensive training for teachers provided by the Secondary Reading Team. Students targeted for this program will be pre and post-tested using the Degrees of Reading Power Test.

5. If applicable, describe any teacher training that is included in the budget.

Program #1: Voyager was chosen for the Extension Academy, under this funding, due to it's ease of implementation. It only requires 3 hours of training per teacher to prepare them for immediate classroom use. Teachers explore the concept of interactive learning and review teacher guides and curriculum. Funds were included in the budget for 76 teachers, which is one teacher per class.

Program #2: Three training sessions of 2 hours each will be scheduled during the project: one training session prior to each of the three, 3-week tutoring sessions. All math and reading tutors hired for a given, 3-week session will be required to attend the training scheduled for that session in order to work as tutors. The training sessions will be led by qualified CCSD curriculum specialists in math and reading and will include a review of successful techniques used by tutors in the first remediation program.

Program #3: No additional teacher training is anticipated.

6. Describe the plan to be used to evaluate the results of the program. How will the effectiveness of the remedial instruction be measured?

Program #1: A program evaluator assigned to the district's Federal Programs Department will coordinate evaluation activities and assist teachers at participating sites in obtaining and recording needed information during each round of tutoring sessions.

Sites will maintain documentation regarding:

- I. Informal reading inventories;
- II. Anecdotal records and portfolios;
- III. Reading logs;
- IV. Pre- and post-test scores;
- V. Student/staff ratio; and
- VI. Student attendance.

The evaluation of the Extension Academy program will make use of the assessment instruments included in the Time Warp section of the Voyager program. These assessments were developed in collaboration with the North Central Regional Educational Laboratory and independently validated by the University of Texas.

The first step in evaluating the effectiveness of the Extension Academy will be a comparison of pre- and post participation performance. The evaluation will focus on changes in key reading skills: decoding of words, recognition of high-frequency words, and reading comprehension. To determine changes in reading skills, three sets of pre- and post-test scores will be examined. Each score will target one of the above key reading skill areas. Because the intent is to assess the change as a result of full program participation, only scores of those who attended at least 75% of the sessions will be included. To avoid ceiling effects on the post-test scores, the scores of those who received a perfect pre-test score will be excluded. All three key reading areas, as well as a composite score, will be examined to determine if significant gains have been achieved. Results will be expressed as a percentage change from pre- to post-program participation.

Program #2: A program evaluator assigned to the district's Federal Programs Department will coordinate evaluation activities and assist tutors at participating sites in obtaining and recording needed information during each round of tutoring sessions.

Sites will maintain documentation regarding:

- the manner in which eligible students were notified about the tutoring program;
- the number of eligible students registered by subject area;
- the student/staff ratio; and
- student attendance.

As students register for tutoring prior to the start of each session, test scores from previous administrations of the Nevada High School Proficiency Exam (NHSPE) will be obtained and entered into a database for comparison with post-program scores. Results of diagnostic testing and attendance information will be added to each student record as they become available. Upon completion of each cycle of tutoring sessions, participants will retake the appropriate portion of the NHSPE. Once those scores have been received and recorded, data disks will be submitted to the program evaluator.

The effectiveness of the tutoring sessions will be determined by comparing students' post-program scores on the NHSPE to those recorded prior to program participation. Increases in individual student scores as well as scores demonstrating proficiency will provide evidence of program success. An analysis will also be conducted to determine the relationship between the number of sessions attended and the degree of improvement.

Program #3: A program evaluator will be assigned to Program #3 by the City of Las Vegas - Neighborhood Services Department. This evaluator will work in close coordination with the evaluator from the district's Federal Programs Department. The City's evaluator will collect, compile and prepare monthly and an end-of-year report reflecting the progress of students participating in the program. The following data will be collected as the basis for the evaluation of Program #3:

- individual activity logs: these logs, kept by instructors, will include names of the student and the instructor, the dates, times and locations of tutoring sessions, and a

brief summary of each session will be used to track student participation and progress;

- ~~progress reports: these reports, which will be issued to students who require more than three tutoring sessions, will be initiated by the student's regular teachers and logged in the student's file;~~
- grade release form: signed by parents allowing student's grades to be included in the program evaluation; and
- additional documentation: informal reading inventories; instructors' anecdotal records; ~~student portfolios; reading logs; and student attendance records;~~ *Participant Satisfaction Survey per session*

7. Provide a detailed explanation of the costs of the program. Describe the costs which are listed in the Budget Summary and Supplemental Schedule.

PROGRAM #1

Salaries & Benefits: A total of 4,560 hours of teacher extra duty pay are budgeted. Summer school = 60 hours per teacher (4) at 3 sites; Intersession = 60 hours per teacher (4) per track (4) at 3 sites; and after school = 60 hours for one teacher at four sites for four different blocks, each eight weeks long. Additionally, three hours of in-service training is included for 76 teachers and for two trainers to conduct the sessions. Benefits are calculated accordingly for a total of \$2,085.00.

General Supplies: Each class is allotted a \$50 allowance for supplies such as paper, pencils, erasers, rulers, etc.

Instructional Kits: Some teachers within a school will share kits due their expense. 67 kits will be purchased at \$1,290 each.

PROGRAM #2

Salaries & Benefits: On average, five (5) teacher-tutors (three in math and two in reading) will be assigned to each of the sixteen sites during each of the three scheduled tutoring sessions. Each tutor will be paid for 29 hours of extra duty during each session. That total of 29 hours includes two (2) hours of training, eighteen (18) hours of direct tutorial instruction, six (6) hours of preparation time, and three (3) hours of administration. Teacher-tutors will be required to attend the 2-hour training session in order to participate in that round of tutoring. The administration time is necessary for the teachers to track student progress and to enter the resulting data. In addition, five (5) teacher-trainers will each lead a 2-hour training session prior to each of the three rounds of tutoring.

Staff travel & Other/Printing: The \$1,000 budgeted for mileage, in district, will be used to reimburse the teacher-trainers for travel to the training sites. The \$840 budgeted for printing will be used by the teacher-tutors to reproduce a variety of materials needed for success in both the individual and the small-group tutorials.

General Supplies: The \$2,200 budgeted for general supplies will be used to supply forms for

math placement.

Books & Periodicals: For the reading tutorials, 20 copies of *Reading For Proficiency* (@ \$9.95) and 20 copies of *Breakthroughs In Science* (@ \$8.95) will be purchased for each of the two reading teachers assigned to each of the sixteen sites. The total amount of \$18,144 for these books is calculated as follows: $20 \times \$9.95$ (*Reading For Proficiency*) + $20 \times \$8.95$ (*Breakthroughs In Science*) $\times 2$ reading teachers per site $\times 16$ sites $\times 1.5$ for replacement = \$18,144. For the math tutorials, 20 copies of *Math For Proficiency* (@ \$16.95) will be purchased for each of the 3 math teachers at each of the 16 sites. The total amount of \$24,408 for math books is calculated as follows: $20 \times \$16.95$ (*Math For Proficiency*) $\times 3$ teachers per site $\times 16$ sites $\times 1.5$ for replacement = \$24,408. The total amount budgeted for the purchase of books is \$42,552.

PROGRAM #3

Salaries and Benefits: A total of 2,280 hours of teacher tutorials are budgeted - 1,140 hours at each school - at \$20 per hour for a total of \$45,600, plus fringe benefits of \$908. Each school is budgeted for 48 hours of tutorials per week for 23 weeks: 6 tutors per day (across the four subject areas), 2 hours per day, for 4 days per week.

Supplies: A total of \$2,600 and \$820 are budgeted for general and instructional supplies, respectively. The \$2,600 in general supplies includes funds for nutritional after school snacks which are necessary for growing middle school aged children. Studies show that hungry students are not efficient learners. The funds will be divided equally between the two schools. Instructional supplies will be used to tailor the program to the needs of individual students.

Proposed Budget Expenditures Summary

Grant 000611

APPLICATION AGENCY Clark County School District

FISCAL YEAR 2000

FUND SOURCE Senate Bill 555

PROJECT TITLE SB 555 - Proficiency

CHECK ONE: BUDGET X BUDGET AMENDMENT

OBJECT	DESCRIPTION	INSTRUCTION COST	SUPPORT SERVICES	TOTAL
100 & 200	Salaries & Benefits	281,934.00	6,497.00	288,431.00
300	Purchased Professional Services	0.00	0.00	0.00
400	Purchased Property Services	0.00	0.00	0.00
500	580 Staff Travel		1,000.00	
	Other		840.00	
	Other Purchased Services (Total)	0.00	1,840.00	1,840.00
600	610 General Supplies	9,540.00	0.00	
	640 Books and Periodicals	42,552.00	0.00	
	650 Audiovisual Materials	0.00	0.00	
	660 Instructional Kits	86,430.00	0.00	
	670 Computer Supplies			
	Other			
	Supplies (Total)	138,522.00	0.00	138,522.00
800	810 Dues and Fees	0.00	0.00	
	Other			
	Other Objects (Total)	0.00	0.00	0.00
Subtotal 100-600 & 800				428,793.00
Indirect Costs Rate 0%				0.00
700	Equipment	0.00	0.00	
	Other			
	Equipment (Total)	0.00	0.00	0.00
TOTAL				428,793.00

Fiscal Agent _____

Date _____

Elementary Extension Academy, Program #1

Proposed Budget Expenditures

Grant 000611, Project 002819

APPLICATION AGENCY Clark County School DistrictFISCAL YEAR 2000FUND SOURCE SB555PROJECT TITLE Elementary Extension Academy (Program # 1)CHECK ONE: BUDGET X BUDGET AMENDMENT _____

OBJECT	DESCRIPTION	INSTRUCTION COST	SUPPORT SERVICES	TOTAL
100 & 200	Salaries & Benefits	93,161.00	5,884.00	99,045.00
300	Purchased Professional Services	0.00	0.00	0.00
400	Purchased Property Services	0.00	0.00	0.00
500	580 Staff Travel		0.00	
	Other		0.00	
	Other Purchased Services (Total)	0.00	0.00	0.00
600	610 General Supplies	3,920.00	0.00	
	640 Books and Periodicals	0.00	0.00	
	650 Audiovisual Materials	0.00	0.00	
	660 Instructional Kits	86,430.00	0.00	
	670 Computer Supplies	0.00	0.00	
	Other			
	Supplies (Total)	90,350.00	0.00	90,350.00
800	810 Dues and Fees	0.00	0.00	
	Other			
	Other Objects (Total)	0.00	0.00	0.00
Subtotal 100-600 & 800				189,395.00
Indirect Costs Rate 0%				0.00
700	Equipment	0.00		
	Other			
	Equipment (Total)	0.00	0.00	0.00
TOTAL				189,395.00

ELEMENTARY EXTENSION ACADEMY, PROGRAM #1
 PROPOSED BUDGET SUMMARY SUPPLEMENTAL SCHEDULES
 Grant 000611/00, Project 002819/00

Acct No	Obj/ Prog - Func - CoObj	Title of Position Purpose of Item	Project Time (FTE)	Quantity	Salary, Rental, etc	Budgeted	Expended
Salaries							
34759	0200 - 2219 - 111/ 6545	In-Service Training		288 hrs	\$20 x hour	5,760.00	
34957	0200 - 1000 - 111/ 6630	Teacher, Extra Duty		4560 hrs	\$20 x hour	91,200.00	
Total Salaries						<u>96,960.00</u>	
Fringe Benefits							
36279	0200 - 2219 - 0221	OIM			0.65% x \$5,760	37.00	
35911	0200 - 2219 - 0241	SUI			0.05% x \$5,760	3.00	
35123	0200 - 2219 - 0236	Medicare			1.45% x \$5,760	84.00	
35225	0200 - 1000 - 0221	OIM			0.65% x \$91,200	593.00	
35540	0200 - 1000 - 0241	SUI			0.05% x \$91,200	46.00	
34768	0200 - 1000 - 0236	Medicare			1.45% x \$91,200	1,322.00	
Total Benefits						<u>2,085.00</u>	
Supplies							
36317	0200 - 1000 - 0619	General Supplies				3,920.00	
	0200 - 1000 - 0641	Books and Periodicals				0.00	
34450	0200 - 1000 - 0661	Instructional Kits (67 kits @ \$1290)				86,430.00	
	0200 - 1000 - 0651	Audiovisual Materials				0.00	
	0200 - 1000 - 0619	Instructional Supplies				0.00	
Total Supplies						<u>90,350.00</u>	
Other							
	0200 - 2219 - 0811	Dues and Fees				0.00	
Total Other						<u>0.00</u>	
SUBTOTAL						<u>189,395.00</u>	
Equipment							
	0200 - 2219 - 0738	Equipment				0.00	
						<u>0.00</u>	
PROJECT TOTAL						<u>189,395.00</u>	

FISCAL YEAR 00

APPLICANT AGENCY Clark County School District

Secondary Tutoring, Program #2
Proposed Budget Expenditures
Grant 000611, Project 002821

APPLICATION AGENCY Clark County School District

FISCAL YEAR 2000

FUND SOURCE _____

PROJECT TITLE Secondary Tutoring Program (Program # 2)

CHECK ONE: BUDGET X BUDGET AMENDMENT _____

OBJECT	DESCRIPTION	INSTRUCTION COST	SUPPORT SERVICES	TOTAL
100 & 200	Salaries & Benefits	142,193.00	613.00	142,806.00
300	Purchased Professional Services	0.00	0.00	0.00
400	Purchased Property Services	0.00	0.00	0.00
500	580 Staff Travel		1,000.00	
	Other		840.00	
	Other Purchased Services (Total)	0.00	1,840.00	1,840.00
600	610 General Supplies	2,200.00	0.00	
	640 Books and Periodicals	42,552.00	0.00	
	650 Audiovisual Materials	0.00	0.00	
	660 Instructional Kits	0.00	0.00	
	670 Computer Supplies	0.00	0.00	
	Other			
	Supplies (Total)	44,752.00	0.00	44,752.00
800	810 Dues and Fees	0.00	0.00	
	Other			
	Other Objects (Total)	0.00	0.00	0.00
Subtotal 100-600 & 800				189,398.00
Indirect Costs - Rate 0%				0.00
700	Equipment	0.00	0.00	
	Other			
	Equipment (Total)	0.00	0.00	0.00
TOTAL				189,398.00

SECONDARY TUTORING PROGRAM
 PROPOSED BUDGET SUMMARY SUPPLEMENTAL SCHEDULES
 Grant 000611/00, Project 002821/

Acct No	Prog - Funcy - CoObj	Obj/ Title of Position Purpose of Item	Project Time (FTE)	Quantity	Salary, Rental, etc	Budgeted	Expended
Salaries							
34661	0200 - 2219 - 111/ 6545	In-Service Training		30 hrs	\$20 x hour	600.00	
36307	0200 - 1000 - 111/ 6630	Teacher, Extra Duty		6960 hrs	\$20 x hour	139,200.00	
Total Salaries						139,800.00	
Fringe Benefits							
34720	0200 - 2219 - 0221	OIM			0.65% x \$600	4.00	
34671	0200 - 2219 - 0241	SUI			0.05% x \$600	0.00	
35494	0200 - 2219 - 0236	Medicare			1.45% x \$600	9.00	
34725	0200 - 1000 - 0221	OIM			0.65% x \$139,200	905.00	
35949	0200 - 1000 - 0241	SUI			0.05% x \$139,200	70.00	
35901	0200 - 1000 - 0236	Medicare			1.45% x \$139,200	2,018.00	
Total Benefits						3,006.00	
Purchased Services							
36366	0200 - 2219 - 0582	Mileage, In-District				1,000.00	
34578	0200 - 2219 - 0551	Printing				840.00	
Total Services						1,840.00	
Supplies							
35056	0200 - 1000 - 0619	General Supplies				2,200.00	
35365	0200 - 1000 - 0641	Books and Periodicals				42,552.00	
	0200 - 1000 - 0661	Instructional Kits				0.00	
	0200 - 1000 - 0651	Audiovisual Materials				0.00	
	0200 - 1000 - 0619	Instructional Supplies				0.00	
Total Supplies						44,752.00	
Other							
	0200 - 2219 - 0811	Dues and Fees				0.00	
Total Other						0.00	
SUBTOTAL						189,398.00	
Equipment							
	0200 - 2219 - 0738	Equipment				0.00	
						0.00	
PROJECT TOTAL						189,398.00	

FISCAL YEAR 00

APPLICANT AGENCY Clark County School District

Secondary West/Martin Middle Schools, Program #3

Proposed Budget Expenditures

Grant 000611, Project 002820

APPLICATION AGENCY Clark County School DistrictFISCAL YEAR 2000FUND SOURCE SB555PROJECT TITLE Secondary West/Martin Middle Schools Tutoring Program (Program #3)CHECK ONE: BUDGET X BUDGET AMENDMENT _____

OBJECT	DESCRIPTION	INSTRUCTION COST	SUPPORT SERVICES	TOTAL
100 & 200	Salaries & Benefits	46,580.00	0.00	46,580.00
300	Purchased Professional Services		0.00	0.00
400	Purchased Property Services		0.00	0.00
500	580 Staff Travel		0.00	
	Other		0.00	
	Other Purchased Services (Total)	0.00	0.00	0.00
600	610 General Supplies	3,420.00	0.00	
	640 Books and Periodicals	0.00	0.00	
	650 Audiovisual Materials	0.00	0.00	
	660 Instructional Kits	0.00	0.00	
	670 Computer Supplies	0.00	0.00	
	Other			
	Supplies (Total)	3,420.00	0.00	3,420.00
800	810 Dues and Fees		0.00	
	Other			
	Other Objects (Total)	0.00	0.00	0.00
Subtotal 100-600 & 800				50,000.00
Indirect Costs Rate 0%				0.00
700	Equipment	0.00		
	Other			
	Equipment (Total)	0.00	0.00	0.00
TOTAL				50,000.00

SECONDARY WEST/MARTIN MIDDLE SCHOOLS, PROGRAM #3
 PROPOSED BUDGET SUMMARY SUPPLEMENTAL SCHEDULES
 Grant 000611/00, Project 002820/01

Acct No	Obj/ Prog - Funcy - CoObj	Title of Position Purpose of Item	Project Time (FTE)	Quantity	Salary, Rental, etc	Budgeted	Expended
Salaries							
	0200 - 2219 - 111/ 6545	In-Service Training		0 hrs	\$20 x hour	0.00	
34552	0200 - 1000 - 111/ 6630	Teacher, Extra Duty		2280 hrs	\$20 x hour	45,600.00	
Total Salaries						<u>45,600.00</u>	
Fringe Benefits							
	0200 - 2219 - 0221	OIM			0.65% x \$0	0.00	
	0200 - 2219 - 0241	SUI			0.05% x \$0	0.00	
	0200 - 2219 - 0236	Medicare			1.45% x \$0	0.00	
36018	0200 - 1000 - 0221	OIM			0.65% x \$45,600	296.00	
34691	0200 - 1000 - 0241	SUI			0.05% x \$45,600	23.00	
34626	0200 - 1000 - 0236	Medicare			1.45% x \$45,600	661.00	
Total Benefits						<u>980.00</u>	
Supplies							
35632	0200 - 1000 - 0619	General Supplies (Nutritional)				2,600.00	
	0200 - 1000 - 0641	Books and Periodicals				0.00	
	0200 - 1000 - 0661	Instructional Kits				0.00	
	0200 - 1000 - 0651	Audiovisual Materials				0.00	
35910	0200 - 1000 - 0619	Instructional Supplies				820.00	
Total Supplies						<u>3,420.00</u>	
Other							
	0200 - 2219 - 0811	Dues and Fees				0.00	
Total Other						<u>0.00</u>	
SUBTOTAL						<u>50,000.00</u>	
Equipment							
	0200 - 2219 - 0738	Equipment				0.00	
						<u>0.00</u>	
PROJECT TOTAL						<u>50,000.00</u>	

FISCAL YEAR_00

APPLICANT AGENCY Clark County School District

EXHIBIT "B"

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Pg. 562

Extension Academy Program
1999-2000 Time Line

Dates	Activity	Person Responsible
8/23/99 – 6/1/99	After School Program	Program Administrators Teachers
8/23/99 – 9/10/99	First Intercession Track One	Program Administrators Teachers
9/13/99 – 10/1/99	Second Intercession Track Two	
10/4/99 – 10/29/99	Third Intercession Track Three	
11/2/99 – 11/24/99	Fourth Intercession Track Four	
11/29/99 – 12/17/99	Fifth Intercession Track Five	
1/3/2000 – 1/21/2000	Sixth Intercession Track One	
1/24/2000 – 2/11/2000	Seventh Intercession Track Two	
2/14/2000 – 2/25/2000	Eighth Intercession Track Three	
2/28/2000 – 3/17/2000	Ninth Intercession Track Four	
3/20/2000 – 4/7/2000	Tenth Intercession Track Five	
4/10/2000 – 5/9/2000	Eleventh Intercession Track One	
5/10/2000 – 5/31/2000	Twelfth Intercession Track Two	
6/1/2000 – 6/22/2000	Thirteenth Intercession Track Three	
6/23/2000 – 7/17/2000	Fourteenth Intercession Track Four	
7/17/2000 – 7/19/2000	Fifteenth Intercession Track Five	
6/5/2000 – 6/23/2000	Summer School	Program Administrators Teachers

City of Las Vegas

Agenda Item No. 94

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

ABEYANCE ITEM - Discussion and possible action to approve a sludge disposal service contract with Republic Environmental Technologies, Inc. a Nevada corporation, for sludge removal from the City Water Pollution Control Facility. The initial contract term is five years with an option to renew for five years under the same terms and conditions subject to the mutual consent of the parties (\$1,500,000 a year/Enterprise Fund)

Fiscal Impact☐**No Impact****Amount:** \$1,500,000 a year☒**Budget Funds Available****Dept./Division:** PW/Environmental☐**Augmentation Required****Funding Source:** Enterprise Fund**PURPOSE/BACKGROUND:**

The City of Las Vegas has a contract with Environmental Technologies, Inc. to remove sludge from the Water Pollution Control Facility that will expire in November, 1999. This new contract will continue the removal of sludge for five years with the option to renew the contract for an additional five years, subject to the mutual consent of the parties. The initial rate remains at \$15/ton.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Contracts

MOTION:

M. McDONALD - Motion to bring forward and **STRIKE** Item 11, Hold in ABEYANCE Item 74 to 1/5/2000, and Items 94 and 109 to 1/19/2000 - **UNANIMOUS**

MINUTES:

There was no discussion.

(10:03 - 10:04)

1-1200

REPUBLIC

SILVER STATE
Disposal, Inc.

December 9, 1999

Via Facsimile - 388-1807

Virginia Valentine, City Manager
Las Vegas City Hall
400 East Stewart Avenue
Las Vegas, NV 89101

Re: Environmental Technologies of Nevada Services Contract
With the City of Las Vegas

Dear Ms. Valentine:

This letter is to request a continuance of the above-referenced item from the council meeting scheduled for December 15, 1999 as I will be taking depositions in a company matter on that date. Because I will be out of town on company business for the following meeting scheduled for January 5, 2000, I am requesting that this matter be heard on January 19, 2000.

Thank you for your cooperation and professional courtesy in this matter.

Sincerely,

Robert A. Groesbeck
General Counsel

RAG/kl

1999 DEC 13 P 12:03

RECEIVED
CITY CLERK

VIC, INC.

VIC, INC.,
Valued Integrated Concepts
Environmental Consultant
6130 Eisner Drive
Las Vegas NV 89131-2303

Phone: (702) 645-9108 or 498-2819 (c)
FAX: (702) 645-9108
email: vbskaar@juno.com

COMMENTS REGARDING CITY OF LAS VEGAS BIOSOLIDS DISPOSAL

PRESENTED TO THE CITY COUNCIL
DECEMBER 15, 1999

CONSIDERATIONS AND ASSUMPTIONS;

US EPA HAS DETERMINED THAT HUMAN WASTE BIOSOLIDS ARE A "REUSABLE RESOURCE", AND AS SUCH, SHOULD BE APPLIED AS A BENEFICIAL USE TO REPLACE THE EXCESSIVE USE OF COMMERCIAL FERTILIZERS WHICH TEND TO POLLUTE THE SURFACE AND GROUND WATERS OF THE NATION. NEVADA HAS A REGULATORY PROGRAM IN EFFECT TO ACCOMMODATE THAT DECISION AND IS ON RECORD TOWARD PROMOTING SUCH APPLICATION.

THE CITY HAS SPENT, AND CONTINUES TO SPEND, A GREAT DEAL OF RATE PAYERS' MONEY TO TREAT THE HUMAN WASTE TO QUALIFY IT AS "BIOSOLIDS" WITHIN THOSE GUIDELINES.

TO PERMANENTLY DISPOSE OF THAT REUSABLE RESOURCE INTO ANY LANDFILL DOES NOT SUGGEST RESPONSIVE GOVERNMENT, PARTICULARLY WHEN OTHER OPTIONS ARE AVAILABLE. BUREAUCRATS SHOULD ALSO BE GOOD STEWARDS OF RESOURCES.

TO EXTEND A CONTRACT FOR THE DISPOSAL OF THESE BIOSOLIDS, PRIOR TO THE EXPIRATION OF THE EXISTING CONTRACT, AND WITHOUT THE BENEFIT OF EITHER PUBLIC COMMENT OR BY FOLLOWING THE NORMAL COMPETITIVE OPEN BID PROCESS, APPEARS TO BE IMPROPER AND ONLY SUPPORTS THE CURRENT CONTRACTOR - THE LOCAL MONOPOLY. ONE CAN SURMISE THAT SUCH ACTION IN THIS CASE WOULD BE A BLATANT EXAMPLE OF POLITICAL PAYOFF.

WITHIN TWELVE MONTHS, ALTERNATIVE BENEFICIAL USES WILL MOST LIKELY BE APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION FOR THESE AND OTHER BIOSOLIDS. WHY WOULD YOU EXTEND THIS CONTRACT AND THEREBY ELIMINATE YOUR EXCELLENT PRODUCT FROM SUCH FUTURE PROGRAMS?

RECEIVED
CITY CLERK
DEC 15 A 10:38

COMPROMISE:

WE REQUEST THAT YOU DELAY THIS UNTIMELY AND UNNECESSARY PREMATURE EXTENSION FOR AT LEAST ONE YEAR, DURING WHICH TIME WE WILL PROMOTE THE BENEFICIAL REUSE OF THESE HIGH-QUALITY BIOSOLIDS BY NEVADA BUSINESSES. IF WE FAIL, THE CITY HAS LOST NOTHING. HOWEVER, SHOULD WE BE SUCCESSFUL, THE CITY STANDS TO GAIN MUCH IN THE EYES OF THE ENVIRONMENTALLY CONSCIENCE PUBLIC, NOT WITHSTANDING, THE DEMONSTRATED COST SAVINGS TO THE RATE PAYERS.

DURING THIS ONE-YEAR PERIOD, THE CITY STAFF SHOULD COMMIT TO COOPERATE WITH THOSE REQUESTS FROM SERIOUS BUSINESSES TO PROMOTE THE STATED NATIONAL AND STATE GOALS TO REUSE THESE VALUABLE RESOURCES.

CLOSING:

WHAT DOES THE CITY COUNCIL HAVE TO LOSE? CONVERSELY, WHAT DOES IT HAVE TO GAIN? WE SUBMIT THAT THE CITY WILL GAIN RESPECT AND INDEPENDENCE AS A LOCAL GOVERNMENT, COMMITTED TO INCREASING THE INTELLIGENT USE OF REUSABLE RESOURCES. IN SO DOING THE CITY WILL ALSO GREATLY REDUCE THE AMOUNT OF VALUABLE RESOURCES SENTENCED TO PERMANENT DISPOSAL INTO THE LOCAL LANDFILL WITHOUT ANY BENEFICIAL USE.

THE MOST VALUABLE ASSETS THAT THIS MONOPOLY HAVE ARE THE LONG TERM CONTRACTS AND FRANCHISE AGREEMENTS. WHEN ONE REALIZES THAT THE SAME COMPANY ALSO OWNS THE ONLY PERMITTED LANDFILL WITHIN THE COUNTY FOR SUCH MATERIALS, THE VALUE OF HAVING FRIENDS IN HIGH PLACES BECOMES QUITE OBVIOUS.

MR. MAYOR, AND COUNCILMEN, WE STRONGLY URGE YOU TO DELAY THIS UNNECESSARY EXTENSION TO ALLOW US AT LEAST ONE YEAR FOR CITY STAFF AND LOCAL BUSINESSES TO FIND A MORE INTELLIGENT APPLICATION FOR THESE VALUABLE REUSABLE RESOURCES. WE HOPE THAT THIS APPEAL DOES NOT FALL ONTO DEAF EARS.

THANK YOU FOR YOUR CONSIDERATION.

RESPECTFULLY,


VICTOR B. SKAAR, PRESIDENT,
VIC, INC.
VALUED INTEGRATED CONCEPTS

City of Las Vegas

Agenda Item No. 95

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Report on status of transportation projects now under design, construction or planning stage

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

Staff would like to present Mayor and Council with a transportation projects status report including projects now under designs, construction or planning stage.

RECOMMENDATION:

No recommendation, information only

BACKUP DOCUMENTATION:

None

MOTION:

None required. Report given.

MINUTES:

JOHN McNELLIS, Deputy Director, Public Works Department, gave a PowerPoint presentation (included in the Final Minutes) to update the Council on Transportation projects totaling over \$110 million and their commencement and estimated completion dates.

With regard to the Summerlin Parkway, from Rainbow towards the west, COUNCILMAN McDONALD asked if there was ever an intent to expand it. MR. McNELLIS responded in the affirmative. He indicated that the width of the road is available for expansion as traffic increases. He noted that Summerlin has been very cooperative with the City and very proactive. They have provided a large enough corridor to accommodate future traffic needs. COUNCILMAN McDONALD asked what the ceiling is before expansion commences. MR. McNELLIS indicated that a six-lane is intended ultimately, but a lot will depend on future projections.

City of Las Vegas

Agenda Item No. 95

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 95 - Status of Transportation Projects

MINUTES - Continued:

MAYOR GOODMAN asked when the Computerized Traffic Signal System will be completed. MR. McNELLIS answered that it is the very first of its kind in the nation and it is as advanced as possible. It would probably be close to one year before it is up and running.

Regarding the Rancho-Milo project, COUNCILMAN McDONALD commended staff for expediting the project with the Regional Flood Control District. MAYOR GOODMAN also commended COUNCILMAN McDONALD on the project for pushing it forward. He asked COUNCILMAN BROWN to explain how it got through the Regional Flood Control District and approved. COUNCILMAN BROWN explained that there were a lot of factors involved in accelerating the project. It was the first time in history that the Flood Control District dedicated future funds for a project of its magnitude. It required the cooperation of all member agencies, which is very significant because some agencies can be territorial. But in this case, all of the other cities supported the project. The Nevada Department of Transportation was also very cooperative, which will save a lot of money and time.

NOTE: COUNCILMAN REESE directed MR. McNELLIS to brief him regarding previous requests he has made about improvements on Owens Avenue, from Pecos Road to Rancho Drive, and about the completion of Washington Avenue, between Martin Luther King Boulevard to the freeway.

There was no further discussion.

(11:33 - 12:00)

2-1256

City of Las Vegas

Agenda Item No. 96

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION - Walter T. Sapling - Term Expires 1/8/2000

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The term of appointment for Walter T. Sapling will expire January 8, 2000. He wishes to be 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 City Council. Options are to reappoint Mr. Sapling or appoint a new member to fill this seat.

BACKUP DOCUMENTATION:

Memo from Dr. Barbara Jackson indicating Mr. Sapling's attendance records and interest in continuing his service on this Board.

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

MOTION:

BROWN - Motion to Reappoint:

Walter T. Sapling
carried **UNANIMOUSLY**

MINUTES:

DR. BARBARA JACKSON, Director, Parks and Leisure Services, advised that MR. SAPLING is a member in good standing and has expressed interest in staying on the Board. She recommended he be retained.

There was no further discussion.

(12:00 - 12:01)

2-2304

Memorandum

City of Las Vegas
Department of
Leisure Services

To: Barbara Ronemus, City Clerk
From: Dr. Barbara P. Jackson
CC: Mary Klaholz, Linda Owens
Date: November 18, 1999
Re: Parks and Recreation Advisory Commission - Term expiring for appointment of Walter T. Sapling.

Walter T. Sapling's appointment will expire January 8, 2000. Mr. Sapling has made a request to be reappointed to the Board. Walter was excused one time, with no other absences, in the past three years.

If you need more information, please feel free to call Mary Klaholz at ext. 6588.

BPJ:mk

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1999 NOV 22 A 10:54

12-1-1999

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) (M. McDonald recommendation)	1226 Mint Julep Way (Ward 3)	122	11-17-1993 (Reappoint CC 11/6/1996) (Reappoint CC 11/17/1999)	12-11-2000
2. GLEESON, TONI (Reese' recommendation) (Reese' recommendation)	4141 Compass Rose Way (Ward 4)	108	5-15-1996 (Reappoint CC 11/6/1996) (Reappoint CC 12/1/1999)	12-11-2002
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 (Reappoint CC 11/6/1996) (Reappoint CC 10/20/99)	11-18-2002
7. MARTIN, MATTIE (Brass' recommendation) (Adamsen's reappointment)	4700 Cram Drive (Ward 3)	110	7-20-1994 (Reappoint CC 12/6/1995) (Reappoint 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 (Reappoint CC 10/20/99)	11-18-2002
9. SHEA, MARJEAN (Mayor Jones' recommendation) (Reese' recommendation)	7056 Hillcroft Way (County)	147	11-6-1996 (Term begins 12/11/1996) (Reappoint CC 12/1/1999)	12-11-2002
10. DOYLE, JACK (Hawkins' recommendation) Mailing Address: (McDonald' Reappointment)	557 E. Sahara Ave., Suite 223 (Ward 1)	104	4-1-1992 (Reappoint CC 4/5/1995) (Reappoint CC 3/23/1998)	4-1-2001
11. SHERMAN, LISA B. (Brass' recommendation) (Formerly Lisa Cavaretta) (Home - 3077 Yankee Clipper Dr., 89117)	P. O. Box 80104 (Mailing) (Ward 1)	180	4-1-1992 (Reappoint CC 4/5/1995) (Reappoint 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
12-1-1999

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. 97

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☐**CONSENT**☒**DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS**

COMMUNITY DEVELOPMENT RECOMMENDING BOARD (CDRB): Amendment of the
Community Development Recommending Board By-Laws

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

The CDRB is responsible for reviewing applications for Community Development Block Grant and HOME funds and making recommendations to the City Council. This Board currently consists of 27 members. The Amendment will increase the number of members from 27 to 31 for the purpose of providing adequate representation of all wards, particularly those within areas eligible for federal funds. Please refer to the attached Agenda Memo outlining the federal grants process and the CDRB responsibilities and Board composition as well as proposed amendments to the By-Laws.

RECOMMENDATION:

We recommend that the City Council approve the proposed amendments to the CDRB By-Laws.

BACKUP DOCUMENTATION:

Agenda Memo and proposed amended CDRB By-Laws.

MOTION:

M. McDONALD - APPROVED as recommended - UNANIMOUS

MINUTES:

FAYE TREND, Neighborhood Development Manager, and TIM WHITRIGHT, Senior Planner, Neighborhood Services Department, were present. MS. TREND indicated that the bylaws needed to be changed to reflect the addition of Wards 5 and 6. Language is also being added to allow the Board to review HOPWA (Housing Opportunities for Persons with AIDS) funds. The quorum will be adjusted from 14 to 16 and the historical representative was replaced by a community-based representative in order to ensure representation from a community organization. Nine meetings are scheduled for the upcoming year.

(12:01 - 12:02)

2-2354

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: December 15, 1999

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: APPOINTMENT OF THE COMMUNITY DEVELOPMENT RECOMMENDING BOARD (CDRB) AND AMENDMENTS TO THE BY-LAWS OF THE BOARD

- Each year the City applies to the Department of Housing and Urban Development (HUD) to receive federal funds for the purpose of providing:
 - ⇒ decent, affordable housing,
 - ⇒ suitable living conditions and
 - ⇒ economic opportunities
- These federal funds which are intended to assist our community's low income and special needs residents include:
 - ⇒ Community Development Block Grant (CDBG),
 - ⇒ HOME Investment Partnership (HOME),
 - ⇒ Emergency Shelter Grant (ESG), and
 - ⇒ Housing Opportunities for Persons With AIDS (HOPWA)
- The Neighborhood Services Department develops strategic plans indicating what will be accomplished with the grant funds:
 - ⇒ HUD Consolidated Plan - five year strategy
 - ⇒ Action Plan - annual strategy
- The strategic plans must include citizen participation and clearly show an effort by the City to represent all facets of our community. One way in which the City accomplishes this task is through the formation of the Community Development Recommending Board (CDRB). The purpose of the CDRB includes:
 - ⇒ review of applications for federal grant funds submitted by non-profit agencies
 - ⇒ listening to applicant presentations,
 - ⇒ visiting applicant/non-profit agency sites
 - ⇒ submittal of funding recommendations to the City Council

City of Las Vegas

- The CDRB consists of various community organizations and representatives including:
 - ⇒ community service
 - ⇒ social service,
 - ⇒ youth service
 - ⇒ senior service,
 - ⇒ faith based
 - ⇒ historical
 - ⇒ development,
 - ⇒ banking and lending, and
 - ⇒ gaming

The Board also consists of members at large from various geographic areas in the City and is ethnically diverse in its composition.

City of Las Vegas

**BY-LAWS
OF
CITY OF LAS VEGAS
COMMUNITY DEVELOPMENT RECOMMENDING BOARD**

**ARTICLE ONE
OFFICES**

The principal office of the Community Development Recommending Board ("Board") shall be located at 400 East Stewart Avenue, 2nd Floor, Las Vegas, Nevada. The Board may have such other offices as the City of Las Vegas may determine from time to time.

**ARTICLE TWO
MEMBERS**

Section 1. Members. The members of the Board shall consist of Thirty-one (31) members. The members shall represent the following areas of expertise or background:

Two (2) members from the West Las Vegas Neighborhood

Two (2) members from the East Las Vegas Neighborhood

Two (2) members from the Downtown Neighborhood

One (1) member from the Meadows Village Neighborhood

One (1) member from a Community Service Organization

One (1) member from a Homeless Services Organization

One (1) member from a Senior Services Organization

One (1) member from a Social Services Organization

One (2) member from an Educational Institution

One (1) member from a Gaming Institution

One (1) members from a Youth Services Organization

Two (2) members from a Housing and Development Organization

Two (2) members from a Banking and Lending Organization

One (1) member from a Community Based Organization

Eleven (11) members from the community at large

Section 2. Election of Members. All members of the Board shall be appointed by the Mayor and City Council ("City Council") of the City of Las Vegas.

Section 3. Voting Rights. Each member in good standing shall be entitled to one vote on each matter submitted to a vote of the members.

City of Las Vegas

Section 4. **Termination of Membership.** If any member of the Board misses three (3) consecutive meetings without authorization of the Chairperson, the Board shall send a letter to the member suggesting his resignation. If the said resignation is not forthcoming, the Board may recommend to the City Council that the member be removed from the Board.

Section 5. **Resignation.** Any member may resign by filing a written resignation with the Chairman of the Board.

Section 6. **Term.** Members of the Board will be appointed for a term of one (1) year and may be appointed for a maximum of six (6) consecutive terms. Upon initiation of this Board, fourteen (14) appointed members will serve an initial two (2) year term to ensure continuity on the Board.

Section 7. **Transfer of Membership.** Membership on this Board is not transferable or assignable.

ARTICLE THREE MEETINGS OF MEMBERS

Section 1. **Annual Meeting.** An annual meeting of the Board members shall be held on January 15 or a date to be designated by the Board, beginning with the year 1997, at a time to be designated for the purpose of appointment of officers and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Nevada, such meeting shall be held on the next succeeding business day. If the appointment of officers is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the appointment to be held at a special meeting of the members as soon thereafter as is convenient.

Section 2. **Special Meetings.** Special meetings of the members may be called by the City's Neighborhood Services Department or the Chairperson at 400 East Stewart Avenue, 2nd Floor, Las Vegas, Nevada 89101, the principal office of the Board.

Section 3. **Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of members shall be posted in accordance with the Open Meeting Laws of the State of Nevada and delivered either personally or by mail, to each member entitled to vote at such meeting, not less than three (3) nor more than seven (7) days before the date of such meeting, by or at the direction of the Chairperson or the officers or City Staff persons calling the meeting. In case of a special meeting when required by these by-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Board, with postage thereon prepaid.

City of Las Vegas

Section 4. **Informal Action by Members.** Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members entitled to vote with respect to the subject matter thereof.

Section 5. **Quorum.** Attendance by sixteen (16) members of the Board shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

ARTICLE FOUR BOARD OF MEMBERS

Section 1. **General Purpose.** The purpose of the Board is to review all Community Development Block Grant, HOME Investment Partnerships and Housing Opportunities for Persons With Aids (HOPWA) applications for funding and making recommendations to the City Council on those applicants that should receive funding.

Section 2. **Number, Tenure, and Qualifications.** The number of Board members shall be thirty-one (31). Members shall be appointed by the City Council, and, except for the initial fourteen (14) members who will serve a term of two (2) years as provided in Article Two, Section 6, the term of office of each member shall be for one (1) year until the next appointment and qualification of his or her successor.

Section 3. **Regular Meetings.** A regular meeting of the Board members shall be held without any other notice than this bylaw immediately after, and at the same place as, the annual meeting of the members. The Board may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at a location to be designated by the Board or the City's Neighborhood Services Department.

Section 4. **Special Meetings.** Special meetings of the Board members may be called by or at the request of the Chairperson or the City's Neighborhood Services Department, and shall be held at a location to be designated by the Board or the City's Neighborhood Services Department.

Section 5. **Notice.** Notice of any special meeting of the Board members shall be given at least three (3) days previously thereto by written notice posted in accordance with the Open Meeting Laws of the State of Nevada and delivered personally or sent by mail to each member at his or her address as shown by the records of the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. The business to be transacted at the meeting need not be specified in the notice of such meeting, unless specifically required by law or by these by-laws.

City of Las Vegas

Section 6. **Quorum.** A majority of the Board members shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Board members are present at any meeting, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. **Board Decisions.** The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Board members, unless the act of a greater number is required by law or by these by-laws.

Section 8. **Vacancies.** Any vacancy occurring in the Board members and any membership to be filled by reason of any increase in the manner of members, shall be filled by an appointment by the City Council of the City of Las Vegas. A member appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

Section 9. **Compensation.** Members of such shall not receive any stated salaries for their services.

ARTICLE FIVE OFFICERS

Section 1. **Officers.** The officers of the Board will consist of a Chairperson and one Co-Chairperson, and any other such officers as may be appointed in accordance with the provisions of this article. The Ward 3 Council Person shall appoint any other such officers as he or she shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time, by the Board members.

Section 2. **Election and Term of Office.** The Ward 3 Council person shall appoint the Chairperson and the Ward 5 Council person shall appoint the Co-Chairperson beginning with the year 2000 regular annual meeting. The Ward 3 and Ward 5 Council persons shall alternate the appointment of the Chairperson and Co-Chairperson annually. The appointment of officers should be made upon the regular annual meeting of the Board. If the appointment of officers is not held at such meeting, such appointment shall be held as soon thereafter as is convenient. Each officer shall hold office until his or her successor has been duly elected and qualifies.

Section 3. **Removal.** Any officer appointed may be removed by the Board members whenever a member misses three (3) consecutive meetings without authorization from the Chairperson and the Board sends a letter to the member suggesting resignation. If said resignation does not occur, the Board may recommend to the City Council that the member be removed.

Section 4. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the City Council for the unexpired portion of the term.

City of Las Vegas

Section 5. **Powers and Duties.** The several officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in boards having the same or similar general purposes and objectives as this Board. The Chairperson shall preside at all meetings and has general supervision of the matters of the Board. The Vice-Chairperson will assist and assume the duties of the Chairperson in his/her absence.

ARTICLE SIX COMMITTEES

Section 1. **Committees of Directors.** The Board, by resolution adopted by a majority if the members in office, may designate one or more committees, each of which shall consist of two or more members, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board in the management of the Board; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual member, of any responsibility imposed on it or him or her by law.

Section 2. **Other Committees.** Other committees not having and exercising the authority of the Board in the management of the Board may be designated by a resolution adopted by a majority of the members present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Board, and the Chairperson of the Board shall appoint the authorized to appoint such member whenever in their judgment the best interests of the Board shall be served by such removal.

ARTICLE SEVEN BOOKS AND RECORDS

The Board shall keep correct and complete books and records of the account and shall also keep minutes of the proceedings of its members, the Board, and the committees having and exercising any of the authority of the Board, and the committees, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Board may be inspected by any member, or his or her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE EIGHT AMENDMENT OF BY-LAWS

These by-laws may be altered, amended, or repealed, and new by-laws may be adopted by the City Council of the City of Las Vegas.

City of Las Vegas

Agenda Item No. 98

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 15, 1999

DEPARTMENT: CITY CLERK**DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS**

Appointment and Reappointment of Members to the Community Development Recommending Board

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

This Board, which expires January 8, 2000, presently reviews all Community Development Block Grant and other funding sources and makes recommendations to the City Council on the applicants eligible to receive these funds. With the successful passage of the proposed bylaws on this agenda, the membership will be increased from 27 to 31. Members fill one year terms and may serve up to 6 consecutive terms.

RECOMMENDATION:

Provided successful passage of the proposed bylaws increasing the number of members of this Board occurs, the following members are recommended for **Reappointment** by the Department of Neighborhood Services: Esther Carter, Bertha Warrick, Bonnie Bradley, Cheryl Kight, Marta Minty, Micaela Sanchez, Moises Denis, Steve Linder, Joselyn Cousins and Lyle Domenitz.

Recommendation for **New Appointments** are: Art Macarage, Blake Sartini, Marlene Monteolivo, Billy McCurdy, Kay Chowdhry, Rebbecca Boman, Mark Fine, LuAnn Baker, Michael Wisner, Ina Dorman, Tonie Sison, Paul Goulet, Tracie Lewis, Anthony Snowden, Marcia Washington, Horacio Lopez, Paul Depatta, Sandra Sellman, Lillian Jacobsen, Beverly Blaskey and Lori Kennedy.

BACKUP DOCUMENTATION:

Agenda Memo listing Neighborhood Services' proposed appointments and their categories; The existing Community Development Recommending Board list.

MOTION:

M. McDONALD - APPROVED as recommended - UNANIMOUS

City of Las Vegas

Agenda Item No. 98

CITY COUNCIL MEETING OF DECEMBER 15, 1999

Item 98 - Appointments and Reappointment of members to the Community Development
Recommending Board**MINUTES:**

There was no discussion.

NOTE: Subsequent to the meeting it was determined that INA DORMAN and MICHAEL WISNER were current members of this Board and not new members as shown on the Agenda Summary Page. Therefore, they were reappointed.

(12:02 - 12:03)

2-2425

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 15, 1999****DEPARTMENT: CITY CLERK****ITEM DESCRIPTION: APPOINTMENT AND REAPPOINTMENT OF MEMBERS TO THE COMMUNITY DEVELOPMENT RECOMMENDING BOARD**

Following is the list of the proposed appointees to the Community Development Recommending Board and their appropriate categories as requested by the Department of Neighborhood Services:

First Name	Last Name	Organization Name	Address	City	State	Zip
Joselyn	Cousins	Banking & Lending	233 S. 4th St., Ste. 301	Las Vegas	NV	89101
Lori	Kennedy	Banking & Lending	7121 Grand Castle Way	Las Vegas	NV	89130
Esther	Carter	Community at large	425 Fremont Street	Las Vegas	NV	89101
Tonie	Sison	Community at large	1432 Golden Spur Ln	Las Vegas	NV	89117
Lyle	Domenitz	Community at large	1810 E. Sahara Ste. 200	Las Vegas	NV	89104
Kay	Chowdhry	Community at large	2775 E. Quail Avenue	Las Vegas	NV	89120
Rebecca	Boman	Community at large	124 Rosemary Lane	Las Vegas	NV	89107
Art	Macarage	Community at large	2160 W. Charleston	Las Vegas	NV	89106
Cheryl	Kight	Community at large	5870 Cory Pl.	Las Vegas	NV	89107
Michael	Wisner	Community at large	3716 Lighthouse Ave	Las Vegas	NV	89101
Moises	Denis	Community at large	3204 Osage Ave	Las Vegas	NV	89101
Anthony	Snowden	Community at large	601 Freeman Street	Las Vegas	NV	89106
Beverly	Blaskey	Community at large	8020 Bradley Road	Las Vegas	NV	89131
Paul	Goulet	Community Based	4291 Pennwood Ave	Las Vegas	NV	89102
Marta	Minty	Community Service	4740 East Van Buren	Las Vegas	NV	89110
Horacio	Lopez	Downtown	P.O Box 27563	Las Vegas	NV	89126
Lillian	Jacobsen	Downtown	4904 Bronco Street	Las Vegas	NV	89130
Bonnie	Bradley	East Las Vegas	1700 Rexford #106	Las Vegas	NV	89101
Micaela	Sanchez	East Las Vegas	3325 E. Fremont	Las Vegas	NV	89101
Marcia	Washington	Education	1101 Ralston Drive	Las Vegas	NV	89106
Tracie	Lewis	Education	2277 Martin Luther King Blvd.	Las Vegas	NV	89106
Blake	Sartini	Gaming	2411 W. Sahara	Las Vegas	NV	89102
Ina	Dorman	Homeless Services	7405 Raincloud Drive	Las Vegas	NV	89128
Mark	Fine	Housing & Develop	3960 Howard Hughes Parkway Ste. 750-A	Las Vegas	NV	89109
Steve	Linder	Housing and Develop	1111 Town Center Dr.	Las Vegas	NV	89144
LuAnn	Baker	Meadows Village	1304 Las Vegas Blvd.	Las Vegas	NV	89104
Billy	McCurdy	Senior Service	1117 Hart	Las Vegas	NV	89106
Bertha	Warrick	Social Services	1600 Pinto Ln.	Las Vegas	NV	89106
Paul	Depatta	West Las Vegas	813 Chabot	Las Vegas	NV	89107
Sandra	Sellman	West Las Vegas	6241 Bellota	Las Vegas	NV	89107
Marlene	Monteolivo	Youth Services	2211 N. Rampart #131	Las Vegas	NV	89128

COMMUNITY DEVELOPMENT RECOMMENDING BOARD

	<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1.	KOCIENSKI, BOB (Mayor Jones' Appt.)	P. O. Box 610 (Represents Gaming)	25	1-8-1999 (Appt. 12-21-1998) (Replaced Ann Holland)	1-8-2000
2.	SLOAN, CARLA (Mayor Jones' Appt.)	340 N. 11 TH ST. (Represents Senior Services)	01	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
3.	CHAIRESZ, MARIA (Mayor Jones' Appt.)	2832 E. Flamingo road (Represents Youth Services)	21	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
4.	DORMAN, INA (Mayor Jones' Appt.)	7405 Raincloud Drive (Represents Homeless Services)	28	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
5.	GARCIA-CAHLAN, TERRY (Mayor Jones' Appt.)	7821 Emerald Harbor (Represents Community at Large)	28	1-8-1998 (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
6.	PATTON, ERNEST (Mayor Jones' Appt.)	1310 Virginia City Ave. (Represents Community at Large)	06	1-8-1999 (Appt. 12-21-1998) (Replaced Rev. W. Davis)	1-8-2000
7.	FOWLER, KIMBERLY A. (Mayor Jones' Appt.)	2712 SHIELDS, NO. LAS VEGAS (Represents Community at Large)	30	1-8-1999 (Appt. 12-21-1998) (Replaced Rodney Chaney)	1-8-2000
8.	MARQUEZ, NAOMI (Reese's Appt.)	509 Bowman Ave. (Represents West Las Vegas)	06	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
9.	BRADLEY, BONNIE (Reese's Appt.)	440 A North 15 th St. (Represents East Las Vegas)	01	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
10.	KIGHT, CHERYL (Reese's Appt.)	10 W. Mayflower Avenue (Represents Downtown)	30	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
11.	MINTY, MARTA (Reese's Appt.)	4740 East Van Buren (Represents Community Service Organization)	10	1-8-1998 (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000

Community Development Recommending Board

1-26-1999

Page 2

12.	SMITH, SAMUEL (Reese's Appt.)	1301 North "D" St. (Represents Special Needs)	06	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
13.	WISNER, MICHAEL (Reese's Appt.)	3716 Lighthouse Ave. (Represents Community at Large)	10	3-23-1998 (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
14.	DENIS, MOISES (Reese's Appt.)	555 E. Washington Ave., Rm. 4500 (Represents Community at Large)	01	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
15.	PEREZ, MONICA (Reese's Appt.)	701 East Bridger Street, Suite 100 (Represents Community at Large)	01	1-8-1998 (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
16.	SANCHEZ, MICAELA (Reese's Appt.)	3325 E. Fremont. (Represents Community at Large)	01	1-8-1999 (Appt. 12-21-1998) (Replaced Janie Romero)	1-8-2000
17.	OROPEZA MADELYN (McDonald's Appt.)	1600 E. Rochelle Avenue, #140 (Represents Meadows Village)	19	1-8-1998 (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
18.	WARRICK, BERTHA (McDonald's Appt.)	1600 Pinto Lane (Represents Social Services)	06	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
19.	BLOCK, LORETTA (McDonald's Appt.)	3317 Hastings Ave. (Represents Housing & Development)	07	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
20.	PERONE, FRANK (McDoanld's Appt.)	120 Shadow Lane (Represents Community at Large)	06	1-8-1999 (Appt. 12-21-1998) (Replaced C. Hejmanowski)	1-8-2000
21.	CARTER, ESTHER (McDonald's Appt.)	9882 Sparrow Ridge Avenue (Represents Community at Large)	17	2-5-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
22.	TANAKA, WAYNE (Adamsen's Appt.)	6583 Peachtree Lane (Represents Education)	03	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000

Community Development Recommending Board
1-26-1999
Page 3

23.	STRATTON, MICKEY (Adamsen's Appt.)	5365 South Cameron (Represents Housing & Development)	18	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
24.	SOLOMON, MARK (Adamsen's Appt.)	1432 Goldenspur Lane (Represents Community at Large)	06	1-8-1999 (Appt. 12-21-1998) (Replaced Earl Little)	1-8-2000
25.	COUSINS, JOSELYN (Brown's Reappt.)	233 S. 4 th St. (Represents Banking & Lending)	01	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
26.	LINDER, STEVE (Brown's Appt.)	8832 Montagna Drive (Represents Banking & Lending)	34	1-8-1998 (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000
27.	DOMENITZ, LYLE (Brown's Reappt.)	7709 Wedlock Lane (Represents Community At Large)	29	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999)	1-8-2000

GENERAL PURPOSE: Review all Community Development Block Grant & HOME Investment Partnerships applications for funding and making recommendations to the City Council on those applicants that should receive funding.

AUTHORITY: Created by City Council action on 1-8-1997 and members appointed on 1-8-1997.

TERMS: ONE-YEAR TERMS - May serve up to 6 consecutive Terms. **NO FINANCIAL DISCLOSURE REQUIRED.**
(Must fill unexpired term.) (Membership is not transferable or assignable)
(Initially, 14 members appointed for 2 yr. terms to insure continuity on the Board.)

MEMBERS: 27 members appointed by the Mayor and City Council
THE MEMBERS SHALL REPRESENT THE FOLLOWING AREAS OF EXPERTISE OR BACKGROUND:

- 1 - West Las Vegas Neighborhood;
- 1 - East Las Vegas Neighborhood;
- 1 - Downtown Neighborhood;
- 1 - Meadows Village Neighborhood;
- 1 - Community Service Organization;
- 1 - Homeless Services Organization;
- 1 - Senior Services Organization;
- 1 - Social Services Organization;
- 1 - Educational Institution;
- 1 - Gaming Institution;
- 1 - Special Needs Organization;
- 1 - Youth Services Organization;
- 2 - Housing & Development Organization;
- 2 - Banking &/or Lending Institution;
- 11 - Community at Large.

City of Las Vegas

Agenda Item No. 99

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 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:

The Real Estate Committee and staff recommend approval.

BACKUP DOCUMENTATION:

1. Memorandum of Understanding.
2. Site map.

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

MINUTES:

There was no discussion.

(12:03 - 12:04)

2-2483

MEMORANDUM OF UNDERSTANDING

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.

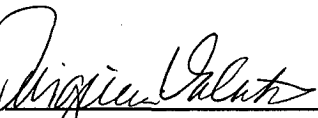
It is the intent of the City to relinquish this 20 acres of Property in favor of the Clark County School District for the purpose of constructing a middle school by the same. To accomplish this goal, Clark County School District agrees that the City's letter of relinquishment shall be subject to the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

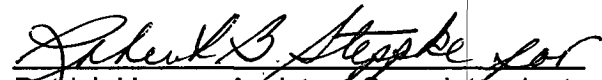
City of Las Vegas

Clark County

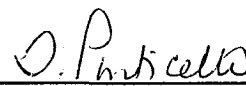
 12-19-99

~~David Roark, Manager~~ Date
Virginia Valentine, City Manager

ATTEST: 
BARBARA JO RONEMUS, City Clerk
Approved as to form.

 for
Patrick Herron, Assistant Superintendent
Facilities Division, Date

10/21/99

 10/22/99
Date



NOTES

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.

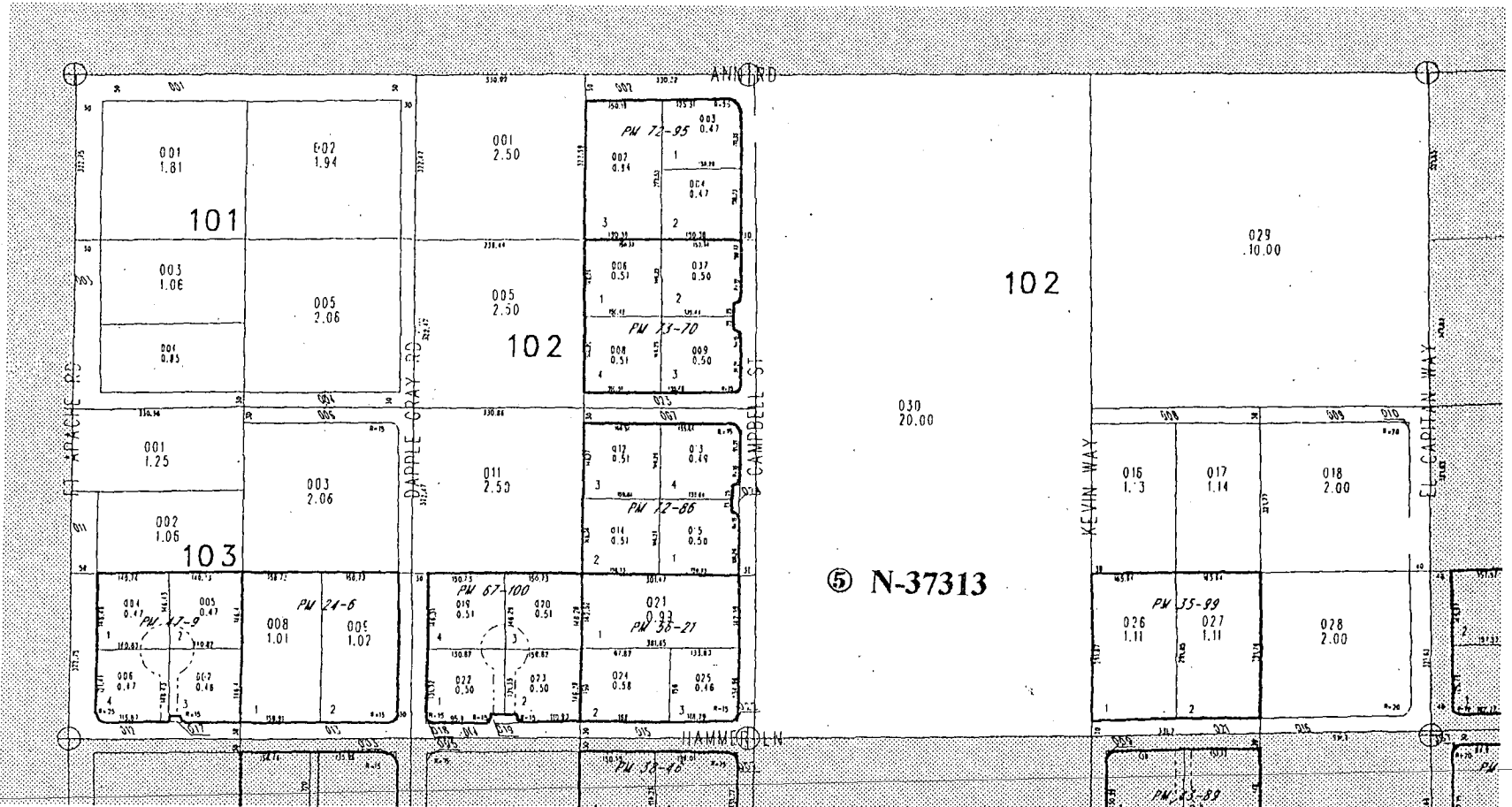
ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

T19S R60E			32			N 2 NW 4			125-32-1		
REV	ACR	BLK	REV	ACR	BLK	REV	ACR	BLK	REV	ACR	BLK
99	100	101	102	103	104	105	106	107	108	109	110
126	127	128	129	130	131	132	133	134	135	136	137

Scale: 1"=200' Rev: 06/24/97

MAP LEGEND

———	PARCEL BOUNDARY	001	PARCEL NUMBER
———	SUBD BOUNDARY	1.00	ACREAGE
———	ROAD EASEMENT	202	PARCEL SUB/SEQ NUMBER
———	PM/D BOUNDARY	25-45	PLAT RECORDING NUMBER
———	NON-PARCEL LOT LINE	5	BLOCK NUMBER
———	WATCH LINE	5	LOT NUMBER
———	ROAD ID NUMBER	GLS	GOV. LOT NUMBER

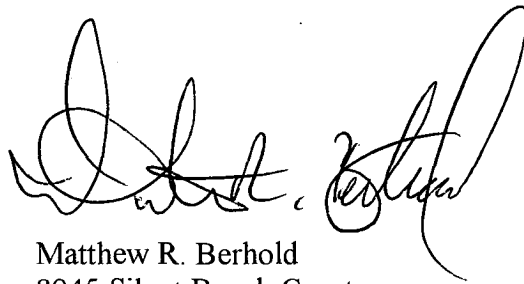


TAX DIST 125

December 3, 1999

Commissioner Lance Malone
Councilman Larry Brown
School Board Trustee Lois Tarkanian

The signatures contained in this document are in support for the middle school sited to be built at the intersection of Ann road and Campbell in the Northwest valley area. A copy of these signatures is intended for your review as well as All County Commissioners, City of Las Vegas Council members, Mayor and all School Board Trustees.



Matthew R. Berhold
8945 Silent Brook Court
Las Vegas, Nevada 89149
1-702-645-4218

RECEIVED
CITY CLERK

1999 DEC - 3 P-3:40

PETITION

Submitted to Lance Malone, County Commissioner

I am in favor of the middle school sited for the southeast corner of Ann and Campbell being built as soon as possible for the below listed reasons.

1. The children in this residential area need a centrally located middle school to reduce busing and also allow them the ability to walk to school.
2. The growth and enrollment of the neighborhood feeder elementary schools necessitate this school being built as soon as possible as they are at capacity and one has been already been made to go year round.
3. Re-siting this school to another location delays the immediate enrollment needs of the school children, takes it out of the two-mile radius centrally located neighborhood and burdens the other adjacent area middle schools.
4. I want the middle school at the proposed site because it makes sense, has been studied already by the school board to be the best site and is logical for the area's enrollment growth and the needs of our children.

Name	Signature	Address
1. Valynn Olive	<i>Valynn Olive</i>	7841 Mission Point Ln.
2. LISA ORR	<i>Lisa Orr</i>	7837 Mission Pt. Ln.
3. Tobin Orr	<i>Tobin Orr</i>	7837 Mission Pt. Ln.
4. Tony Cuglietta	<i>Tony Cuglietta</i>	7845 Mission Pt. Ln.
5. Bryan Buchholz	<i>Bryan Buchholz</i>	5717 Ocean Beach Dr.
6. Brian Shivers	<i>Brian Shivers</i>	7848 Wind Drift Rd.
7. George Bach	<i>George Bach</i>	7837 Wind Drift Rd.
8. Kristina Williams	<i>Kristina Williams</i>	5716 Ocean Beach
9. Steve Williams	<i>Steve Williams</i>	5716 Ocean Beach
10. ALAN OLIVE	<i>Alan Olive</i>	7841 MISSION POINT

RECEIVED
CITY CLERK

1999 DEC - 3 3:44

PETITION

Submitted to Lance Malone, County Commissioner

I am in favor of the middle school sited for the southeast corner of Ann and Campbell being built as soon as possible for the below listed reasons.

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Name	Signature	Address
1. <u>Natalie H. Trotter</u>	<u>Natalie H. Trotter</u>	<u>7724 Pine Falls Dr.</u>
2. <u>Karla Berhold</u>	<u>Karla Berhold</u>	<u>8945 Silent Brook Ct</u>
3. <u>ROLAND BALDWIN</u>	<u>Roland Baldwin</u>	<u>8960 W. EL CAMPO GRANDE</u>
4. <u>Scott Mitchell</u>	<u>Scott Mitchell</u>	<u>8333 Corbett Street, LUNV</u>
5. <u>Sheryl Kurtz</u>	<u>Sheryl Kurtz</u>	<u>5235 N. Riley, LV</u>
6. <u>Dinah Hagen</u>	<u>Dinah Hagen</u>	<u>8435 W. La Madre</u>
7. <u>Cheryl Kalkowski</u>	<u>Cheryl Kalkowski</u>	<u>8940 King John Ct.</u>
8. <u>MARILYN SCHOUTEN</u>	<u>Marilyn Schouten</u>	<u>8987 King John Ct</u> <u>6335 EL CAPITAN WAY 89149</u>
9. <u>KELLY MALANOWSKI</u>	<u>Kelly Malanowski</u>	<u>6335 EL CAPITAN WAY 89149</u>
10. <u>LEON A MALANOWSKI JR.</u>	<u>Leon A Malanowski</u>	<u>6335 EL CAPITAN WAY 89149</u>

RECEIVED
CITY CLERK

1999 DEC - 3 P 4 17

PETITION

Submitted to Lance Malone, County Commissioner

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RECEIVED
CITY CLERK
1999 DEC - 3 10:31 AM

Name	Signature	Address
1. Erin Drake	<i>Erin Drake</i>	6345 N. El Capitan Way
2. Jonathan R. Drake	<i>Jonathan R. Drake</i>	6345 N. El Capitan Way
3. Angel Black	<i>Angel Black</i>	8875 Steven Chase
4. Tony ASPN	<i>Tony ASPN</i>	8855 Tierney Ct
5. Debra Fisher	<i>Debra Fisher</i>	8855 Tierney Ct.
6. Sally Lofink	<i>SALLY LOFINK</i>	8875 TIERNEY Ct.
7. George Lofink	<i>GEORGE LOFINK</i>	" "
8. KARIM SHAHIN	<i>Karim Shahin</i>	6220 Queen Irene Ct
9. Sara Amanollahi	<i>Sara Amanollahi</i>	6220 Queen Irene Ct
10. Cindy West	<i>Cindy West</i>	6245 Queen Irene Ct Las Vegas, NV 89149

PETITION

Submitted to Lance Malone, County Commissioner

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1999 DEC - 3 3 47

Name	Signature	Address
1. Christi West	<i>Christi West</i>	6245 LV NV 89149 Queen Irene Ct
2. James E West	<i>James E West</i>	6245 LV NV 89149 Queen Irene Ct
3. Dixie Champagne	<i>Dixie Champagne</i>	6190 Misty Brook Las Vegas NV 89149
4. Kenneth Champagne	<i>Kenneth Champagne</i>	6190 Misty Brook Ct Las Vegas NV 89149
5. Rick Brooksby	<i>Rick Brooksby</i>	5901 Grand Canyon Las Vegas NV 89149
6. Candy Blade	<i>Candy Blade</i>	6235 Park St Las Vegas, NV 89149
7. Rick Blade	<i>Rick Blade</i>	6235 Park St LV NV 89149
8. Richel S Dyer	<i>Richel S Dyer</i>	8625 Bright Angel way LV NV 89149
9. Cindy S Dyer	<i>Cindy S Dyer</i>	8625 Bright Angel way LV NV 89149
10. Lisa Gaudes	<i>Lisa Gaudes</i>	6250 Colon Blvd Ct Las Vegas, NV 89149

PETITION

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Name	Signature	Address
1. Karen Leavitt	Karen Leavitt	5865 Janell Dr.
2. Kevin Leavitt	Kevin Leavitt	5865 Janell Dr.
3. Margie Ross	Margie Ross	5875 Janell Dr.
4. Jon Ross	Jon Ross	5875 Janell Dr.
5. Julie Barnes	Julie Barnes	5765 N. Durango
6. Ken Barnes	Ken Barnes	5765 N. Durango
7. Wendy McLaughlin	Wendy McLaughlin	5716 Whalerack
8. Cheryl Winnemore	Cheryl Winnemore	8311 W. Harnmeier
9. Lisa Davis	Lisa Davis	5885 Janell Dr.
10. Doug Davis	Doug Davis	5885 Janell Dr.

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1999 DEC - 3 3:17

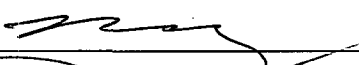
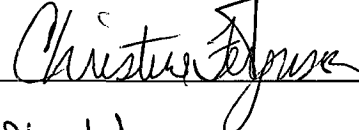
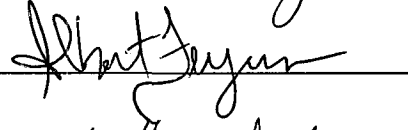
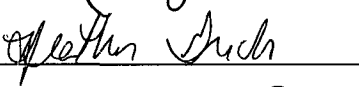
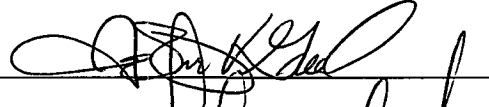
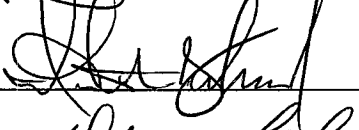
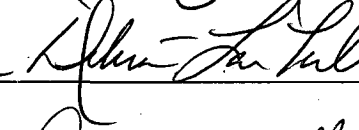
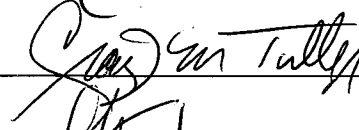
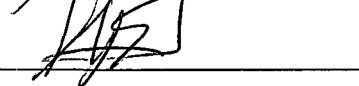
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1999 DEC - 3 P 11:17

Name	Signature	Address
1. Blake Brooksby		5701 Grand Canyon
2. DAVID ALGER		9775 CORBETT ST.
3. Christine Ferguson		8920 Silent Brook
4. Albert Ferguson		8920 Silent Brook
5. Heather Grech		8985 Silent Brook Ct
6. JEFF GRECH		8985 SILENT BROOK CT.
7. Matthew Berhold		8945 Silent Brook Ct.
8. DEBRA-Lou Tuller		8940 SILENT BROOK
9. Gaym Tuller		8940 SILENT BROOK
10. Steve Hamilton		13830 RACE

PETITION

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Name	Signature	Address
1. Lisa Purcell	<i>Lisa Purcell</i>	8109 Silver King Dr.
2. ~~Lisa Purcell~~	<i>[Signature]</i>	8109 Silver King Dr.
3. Cheryl Thomson	<i>[Signature]</i>	7912 Saffron Lane
4. ~~Rose Christman~~	<i>Rose Christman</i>	9320 Deer Lodge Lane
5. ~~Adrian MINEZCO~~	<i>Adrian MINEZCO</i>	4255 BONITA Vista
6. Lonie L Carly		8385 Florine Ave
7. Beverly Rodriguez	<i>Beverly Rodriguez</i>	8432 Dutch Hill Ct 89128
8. Jessi Moll	<i>Jessi Moll</i>	6357 Formula Way 89146
9. Donald A. Williamson	<i>D.A. Williamson</i>	4558 E. Rochelle Ave
10. Myrna Cameron	<i>Myrna Cameron</i>	4250 E. Ogendo Rd.

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1999 DEC - 3 P. 3: 47

PETITION

Submitted to Lance Malone, County Commissioner

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Name	Signature	Address
1. Charles Pulsipher		5855 Butler St.
2. Peggy Pulsipher		5855 Butler St.
3. Jan Pulsipher		5855 Butler St.
4. Amy Broderick		Painted Desert 7649 Rolling View Dr. #201
5. Rita Brown		8980 Silent Brook Ct.
6. Dwayne Brown		8980 Silent Brook Ct.
7. Terri Martin		8960 Silent Brook Ct.
8. David Martin		11
9. Wendy L. Emerson		8925 Silent Brook Ct.
10. LANCE B. EMERSON		8925 Silent Brook Ct.

PETITION

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Name

Signature

Address

1. Denise Brooks Denise Brooks 6205 Whispering Brook Ct.
2. Lance Gonzales Lance Gonzales 6250 Calm Brook Court
3. Carter Bowie Carter Bowie 6265 Whispering Brook Ct.
4. DAVID Mizrahi [Signature] 6245 Whispering Brook Ct.
5. Whitney Badger [Signature] 6220 Whispering Brook Ct.
6. Sheilah Ingram Sheilah Ingram 6225 Whispering Brook Ct.
7. Wes Ingram Wes Ingram 6225 Whispering Brook Ct.
8. LENNY BADGER Lenny Badger 6240 WHISPERING BROOK CT
9. Suzanne Badger Suzanne Badger 6240 Whispering Brook Ct.
10. Martin Brooks Martin Brooks 6285 Whispering Ct.

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Name	Signature	Address
Kathy Mitchell	<i>Kathy Mitchell</i>	8333 Corbett St. 89149
Michelle Hulme	<i>Michelle Hulme</i>	6065 Egan Crest Dr. 89149
Jeff Hybarger	<i>Jeff Hybarger</i>	5704 Tanell drive
Laura Boggess	<i>Laura Boggess</i>	5685 Adair CT. 89149
Nellie Hair	<i>Nellie Hair</i>	8205 Fawn Heather Ct. 89149
Joanne Hybarger	<i>Joanne Hybarger</i>	5704 Jewell Dr. 89149
Miesha Lehr	<i>Miesha Lehr</i>	7801 Quill Gordon 89149
Jeff Lehr	<i>Jeff Lehr</i>	7801 Quill Gordon 89149
KURT TROTTER	<i>Kurt Trotter</i>	7724 PINE FALLS DR. 89149
Tammy Simpson	<i>Tammy Simpson</i>	5960 Wasatch Ridge 89149

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1999 DEC -3 P 3:08

PETITION

Submitted to Lance Malone, County Commissioner

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1999 DEC - 3 PM 3:08

Name	Signature	Address
1. Andrea Mackay	<i>Andrea Mackay</i>	5508 Whiteleaf Ct Las Vegas, NV 89140
2. BRUCE MIYAMA	<i>Bruce Miyama</i>	7840 QUILL GORDON AVE LV 89149
3. Jeff Davis	<i>Jeff Davis</i>	2620 Raven Hills Dr LV. NV. 89129
4. RON HAIR	<i>Ron Hair</i>	8205 FAWN HEATHER CT 89149
5. Bill Green	<i>Bill Green</i>	8201 FAWN HEATHER CT 89149
6. TIM DORION	<i>Tim Dorion</i>	8221 FAWN HEATHER CT 89149
7. Karyn Dorion	<i>Karyn Dorion</i>	8221 Fawn Heather Ct 89149
8. NITA GREEN	<i>Nita Green</i>	8201 FAWN HEATHER CT. 89149
9. Barbara K. Budman	<i>Barbara K. Budman</i>	5809 Harmony Ave. 89107
10. Michael Imhof	<i>Michael Imhof</i>	8201 Fawn Heather Ct 89149

PETITION

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Name	Signature	Address
1. Sharon Hansen	Sharon Hansen	8990 El Campo Grande
2. Joel Hansen	Joel Hansen	
3. Jacqueline Baldwin	Jacqueline Baldwin	8960 W. El Campo Grande
4. Ron DeMille	Ron DeMille	5845 N. Campbell
5. Alicia DeMille	Alicia DeMille	
6. Tom Wheeler	Tom Wheeler	5825 JULIANO RD
7. Barbara Wheeler	Barbara Wheeler	5825 Julian Rd
8. Linda S. Sorensen	Linda S. Sorensen	4329 Matinee Ave
9. John Hulme	John Hulme	6065 EGAN CREST DR.
10. G. H. M. & Co	G. H. M. & Co	5508 WHITE LOAF

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1999 DEC - 30 P 3:18

PETITION

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DEC-16-99 P 3:48

Name	Signature	Address
1. Judith Brown	Judith Brown	4765 N. Grand Canyon 89129
2. DEWAINE M. BROWN	Dewaine M. Brown	4765 N. GRAND CANYON 89129
3. BILL ROKOVITZ	William Rokovitz	4785 N. GRAND CANYON DR. LU, NV 89129 8912A
4. MARIA ROKOVITZ	William Rokovitz	4785 N. GRAND CANYON
5. William C. Phillips	William C. Phillips	4755 N. Grand Canyon LU NV 89129
6. Janice K. Phillips	Janice K. Phillips	4755 N. Grand Canyon
7. Laura M. Bedson	Laura M. Bedson	4740 N. Grand Canyon Drive 89129
8. David A. Bedson	David A. Bedson	4740 N. G. Canyon Drive 89129
9. Lorie R. Carlyn	Lorrie Carlyn	8385 Florine Ave
10. Olivia DeFrays	Olivia DeFrays	5500 Escallonia St.

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Name	Signature	Address
1. Sharon Armstrong	Sharon Armstrong	8124 Canyon Wren Ave
2. Michael Armstrong	Michael Armstrong	same
3. Jeffery A. Ayler	Jeffery A. Ayler	5704 Janell Dr.
4. Kathryn H. Bleak	Kathryn H. Bleak	5704 Janell Dr.
5. DENNIS SCHERR		5700 JANELL DR.
6. Pat Prince		5608 Windy Harge
7. AZELL ACE Moore		5705 Janell
8. JEAN	" "	" "
9. Mariesa Davis	Mariesa Davis	7616 Desert Cactus Cir.
10. Vickie Ann Fort	Vickie Ann Fort	5701 Janell Dr. ROUN 8149

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1999 DEC - 3 PM 3:19

Name

Signature

Address

1. Verla Frehner Verla Frehner 5735 Julian
2. Melody Blaser Melody Blaser 10345 W. Regina
3. Scott Blaser Scott Blaser 10345 W. Regina
4. Barbara Mayfield Barbara Mayfield 8970 El Campo Grande
5. Clara Robinson Clara Robinson 6240 N HUALAPAI WAY
6. Clara Robinson Clara Robinson 6260 N HUALAPAI
7. Donna Tagliaferri Donna Tagliaferri 6260 N HUALAPAI WY
8. Donna Tagliaferri Donna Tagliaferri 6280 N. Hualapai Way
9. Ashleigh Tagliaferri Ashleigh Tagliaferri 6280 N. Hualapai Way
10. Kay Tagliaferri Kay Tagliaferri 6280 N. Hualapai Way

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Name

Signature

Address

1. Theresa Herrick Theresa Herrick 4661 Panoramic Court
2. Howard Herrick Howard Herrick 4661 Panoramic Court
3. Linda Kemp Linda Kemp 4681 Panoramic Ct
4. Clifton L. Kemp Clifton L. Kemp 4681 Panoramic Ct
5. Trish McArthur Trish McArthur 4640 Panoramic Ct
6. Dick McArthur Dick McArthur 4640 Panoramic Ct
7. Chris Attanasio Chris Attanasio 4641 Panoramic Ct.
8. Myra McArthur Myra McArthur 4640 Panoramic Ct
9. V.S. McGough V.S. McGough 8975 City Vista Cir
10. Lynne Bradburn Lynne Bradburn 8985 City Vista

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1999 DEC - 15 P 3:30
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Name	Signature	Address
1. <u>Nina Warren</u>	<u>NINA WARREN</u>	<u>10340 AZURE DR</u>
2. <u>Donald R. Warren Sr.</u>	<u>Ronald R. Warren</u>	<u>10340 Azure Dr L.V.</u>
3. <u>Kristie Livneri</u>	<u>Kristie Livneri</u>	<u>5608 Great Gorge</u>
4. <u>Michael C. Livneri</u>	<u>Michael C. Livneri</u>	<u>5608 Great Gorge Ct.</u>
5. <u>Lurtis Livneri</u>	<u>Lurtis Livneri</u>	<u>5608 Great Gorge Ct</u>
6. <u>Alan Pulsipher</u>	<u>Alan Pulsipher</u>	<u>8480 W. La Mancha</u>
7. <u>SANDRA C. PULSIPHER</u>	<u>Sandra C Pulsipher</u>	<u>8480 West La Mancha</u>
8. <u>Genevieve Pulsipher</u>	<u>Genevieve L. Pulsipher</u>	<u>8480 W La Mancha</u>
9. <u>Mark Dondellai</u>	<u>Mark Dondellai</u>	<u>7924 Blue Cham Ave 89149</u>
10. <u>Chanice Scheuerman</u>	<u>Chanice Scheuerman</u>	<u>5705 Ocean Beach Dr 89149</u>

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1999 DEC - 30
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3:49

Name	Signature	Address
1. <u>Linda Alegarte</u>	<u>LINDA FREED</u>	<u>8960 CITA VISTA CR.</u>
2. <u>M. J. McMurray</u>	<u>MARGARET J. MCMURRAY</u>	<u>8960 CITA VISTA CIR.</u>
3. <u>PAVE ALEGARTE</u>	<u>Dave Alegarte</u>	<u>8960 CITA VISTA CIR.</u>
4. <u>Amber Solis</u>	<u>Amber Solis</u>	<u>8920 CITA VISTA CR.</u>
5. <u>CLIVE BEVAN</u>	<u>Clive Ben</u>	<u>8925 CITA VISTA CR</u> LV NV 89149
6. <u>Brian Kominsky</u>	<u>B</u>	<u>8950 CITA VISTA CR. 89149</u>
7. <u>RUTH KUMINSKY</u>	<u>Ruth K</u>	<u>8950 CITA VISTA CIR</u> LV, NV 89149
8. <u>Curtis Terry</u>	<u>Curtis Terry</u>	<u>8535 Corbett St</u>
9. <u>Derry Bresee</u>	<u>Derry Bresee</u>	<u>8515 Corbett St</u>
10. <u>Randall Bresee</u>	<u>Randall Bresee</u>	<u>8515 Corbett St</u>

PETITION

Submitted to Lance Malone, County Commissioner

I am in favor of the middle school sited for the southeast corner of Ann and Campbell being built as soon as possible for the below listed reasons.

1. The children in this residential area need a centrally located middle school to reduce busing and also allow them the ability to walk to school.
2. The growth and enrollment of the neighborhood feeder elementary schools necessitate this school being built as soon as possible as they are at capacity and one has been already been made to go year round.
3. Re-siting this school to another location delays the immediate enrollment needs of the school children, takes it out of the two-mile radius centrally located neighborhood and burdens the other adjacent area middle schools.
4. I want the middle school at the proposed site because it makes sense, has been studied already by the school board to be the best site and is logical for the area's enrollment growth and the needs of our children.

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Name	Signature	Address
1. Scott S. Mitchell	<i>Scott S. Mitchell</i>	8333 Corbett St., LVN 89149
2. Sarah K Mitchell	<i>Sarah Mitchell</i>	8333 Corbett St LVNV 89149
3. MARK GORDNER	<i>Mark Gordner</i>	5612 DAWNBREAK, LVNV 89149
4. DENNIS DALTON	<i>Dennis Dalton</i>	5737 Centralia St LV NV 89149
5. Barbara Dalton	<i>Barbara Dalton</i>	5737 Centralia St LV NV 89149
6. David Holt	<i>David Holt</i>	5675 N. Riley St. LV NV 89149
7. Larry Sip	<i>Larry Sip</i>	5665 N Riley LV NV 89149
8. Judith A. Sip	<i>Judith A Sip</i>	5665 N Riley St 89149
9. MAX E. IVERSON	<i>Max E Iverson</i>	8645 Hallandale AVE 89149
10. Nita IVERSON	<i>Nita Iverson</i>	8645 Hallandale Ave 89149

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Name	Signature	Address
1. Jodie Ellingboe	Jodie Ellingboe	5875 N. Grand Canyon Dr.
2. Kum Up Davis	Kum Up Davis	5721 Whale Rock St.
3. David Schandt	David Schandt	5505 Riverwood Ct
4. Vergel Peterson	Vergel Peterson	5881 Tee Pee
5. Garey Peterson	Garey Peterson	5725 Tee Pee
6. AMBER TEERT	Amber Teert	4943 Lander Dr.
7. JESSICA FULLER	Jessica Fuller	4208 El Pasado AVE
8. JAMIE K LEONARD	Jamie K Leonard	8325 Fawn Meadow
9. Tisha EVANS	Tisha Evans	8777 W. Washburn
10. Cathy Hood	Cathy Hood	7956 March Brown

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Name	Signature	Address
1. CHARLES McDUFF	<i>Charles McDuff</i>	8925 KING JOHN CT.
2. Sharon Lane	<i>Sharon Lane</i>	6315 El Capitan Way
3. LES LANE	<i>Les Lane</i>	6315 EL CAPITAN WAY
4. OK HWA BROWN	<i>Ok Hwa Brown</i>	6315 EL CAPITAN WAY
5. DEBORAH SCZUDO	<i>Deborah Sczudo</i>	6325 El Capitan Way
6. BARTHA WHITE	<i>Bart White</i>	6325 El Capitan Way
7. Steve Sidhu	<i>Steve Sidhu</i>	8845 Steven Chase Ct
8. Cheri Sidhu	<i>Cheri Sidhu</i>	8845 Steven Chase Ct
9. Brian Breiwick	<i>Brian Breiwick</i>	8888 Tierney Court
10. Tommy Crabtree	<i>Tommy Crabtree</i>	8888 Tierney Ct.

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Name	Signature	Address
1. <u>Lori Herren</u>	<u>Lori Herren</u>	<u>6385 Park LV 89149</u>
2. <u>Kelly Herren</u>	<u>Kelly Herren</u>	<u>6385 Park LV 89149</u>
3. <u>KAYE SALTZ</u>	<u>Kaye Saltz</u>	<u>6375 PARK LV 89149</u>
4. <u>TIM SALTZ</u>	<u>Tim Saltz</u>	<u>"</u>
5. <u>Ruth Anderson</u>	<u>Ruth Anderson</u>	<u>6335 Park LV 89149</u>
6. <u>MIKE ANDERSON</u>	<u>Mike Anderson</u>	<u>6335 N PARK ST</u>
7. <u>William Johnson</u>	<u>William Johnson</u>	<u>6345 N PARK ST</u>
8. <u>Merquian Brooksby</u>	<u>Merquian Brooksby</u>	<u>5901 N Grand Canyon</u>
9. <u>Dennis M. Doyle</u>	<u>Dennis M. Doyle</u>	<u>9970 W. LAMANCHIA AVE</u>
10. <u>NANCY DOYLE</u>	<u>Nancy Doyle</u>	<u>9570 W LAMANCHIA AVE</u>

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Name	Signature	Address
1. M. R. Acquistapace	<i>M. R. Acquistapace</i>	8887 Tierney Ct.
2. M. A. Acquistapace	<i>M. A. Acquistapace</i>	8887 Tierney Ct.
3. Leslie Bette	<i>Leslie Bette</i>	6260 Queen Irene Ct
4. R E MATTHEWS	<i>R E MATTHEWS</i>	6265 QUEEN IRENE CT
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

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City of Las Vegas

Agenda Item No. 100

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 15, 1999****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

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

ABEYANCE ITEM - 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 1040 W. Owens Avenue (previously shown as 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:

The Real Estate Committee and staff recommend approval.

BACKUP DOCUMENTATION:

1. Lease agreement

MOTION:

REESE - APPROVED as recommended - **UNANIMOUS**

MINUTES:

There was no discussion.

(12:04 - 12:05)

2-2508

(1035)

FILE

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

unservicable or damaged through 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, the Lessor and Lessee, each waives its 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 a 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 85701

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.

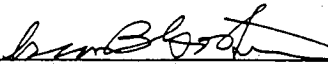
THIRTY-SEVEN: PRIOR APPROVAL OF BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the State Board of Examiners and is not binding upon the parties hereto or effective until such approval.

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

CITY OF LAS VEGAS

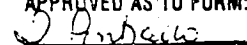
"Lessor"

ATTEST:

By 
OSCAR B. GOODMAN, Mayor

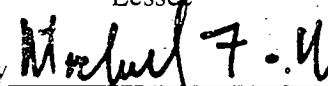

BARBARA JO RONEMUS,
City Clerk

APPROVED AS TO FORM:


11/3/99 Date

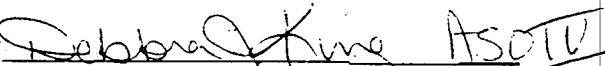
STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS AND GROUNDS

"Lessee"

By  1-17-00
MICHAEL MEIZEL, Administrator, Date

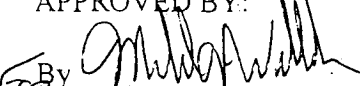
STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES

"Tenant"

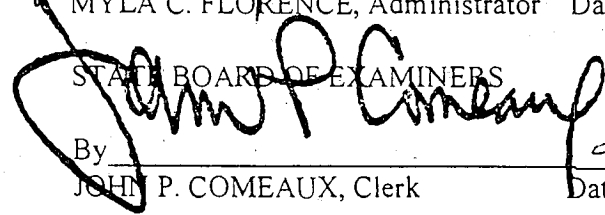
By  ASOTV
MARK ROBERTS, Admin. Svs. Off. IV, Date

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:

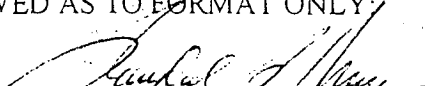
By:  1/16/2000 for
BRETT KANDT, Deputy Atty General, Date

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.