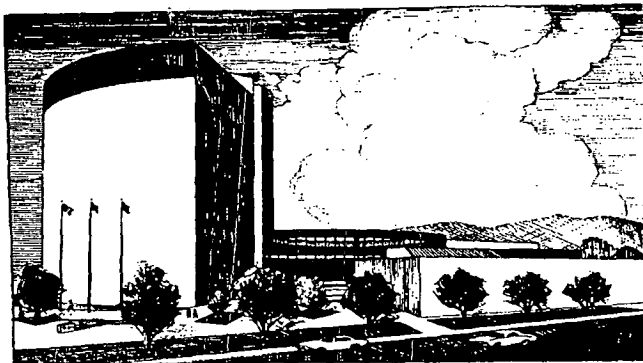




MINUTES

City of Las Vegas

CITY COUNCIL

COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

CITY COUNCIL

Meeting of

MARCH 17, 2004

INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

(Excused from PM session at 5:15 PM)

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COUNCILMAN GARY REESE

MAYOR PRO-TEM

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COUNCILMAN LARRY BROWN

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COUNCILWOMAN LYNETTE BOGGS MCDONALD

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COUNCILMAN LAWRENCE WEEKLY

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COUNCILMAN MICHAEL MACK

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COUNCILWOMAN JANET MONCRIEF

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DOUG SELBY, CITY MANAGER

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BRAD JERBIC, CITY ATTORNEY

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BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)

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TOM GREEN, DEPUTY CITY ATTORNEY (PM session)

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BARBARA JO RONEMUS, CITY CLERK

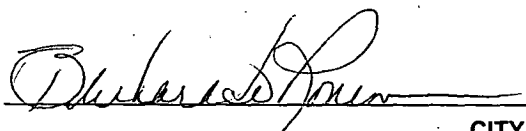
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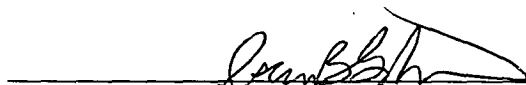
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APPROVED BY REFERENCE: May 19, 2004

ATTEST:



CITY CLERK



MAYOR

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **11th** day of **March, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas, City Council Meeting** to be held on the **17th** day of **March, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

SIGNATURE

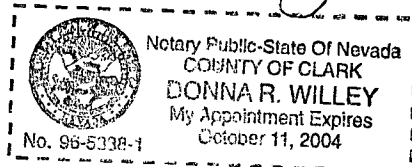
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

15th day of March, 2004

Donna R. Willey

NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF CLARK)

1. City Hall Plaza, Special Outside Posting Bulletin Board, 400 Stewart Avenue (in the walkway area between Metro and Municipal Court).
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office);
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue

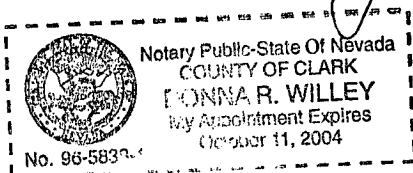

SIGNATURE

Subscribed and sworn to before me this

15th day of March, 2004

Kenna R Willees

NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA

MARCH 17, 2004
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CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCILMEMBERS: LARRY BROWN (Ward 4), LYNETTE BOGGS McDONALD (Ward 2),

LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1)

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

MARCH 17, 2004

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

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

DUPLICATE AUDIO TAPES MAY BE AVAILABLE AT A COST OF \$3.00 PER TAPE AND DUPLICATE VIDEO TAPES MAY BE AVAILABLE AT A COST OF \$5.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND LINDA L. KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE HIGH SCHOOL STATE CHAMPIONS
- RECOGNITION OF NEVADA WOMEN'S HISTORY MONTH
- RECOGNITION OF THE DECASTRO SISTERS

BUSINESS ITEMS

1. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the Regular City Council Meetings of January 7, 2004, January 21, 2004 and February 4, 2004

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wires Transfers/Other Checks and Investments
4. Approval of a Special Event License for the Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Road, Date: March 21, 2004, Type: Special Event Beer/Wine, Event: Spring Festival, Responsible Person in Charge: Eddie Escobedo - Ward 3 (Reese)
5. Approval of a Special Event License for Gustavo Barcenas, Location: Charleston Heights Art Center, 800 Brush Street, Date: April 17, 2004, Type: Special Event Beer/Wine/Cooler, Event: Baptism Party, Responsible Person in Charge: Gustavo Barcenas - Ward 1 (Moncrief)
6. Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Drum Schtick, LLC, dba Benedict's Garden Bistro & Terrace, 1916 Village Center Circle, Suite 7, Patrick J. Marcy, Mmbr, Mgr, 100% - Ward 4 (Brown)
7. Approval of Change of Ownership and Business Name for a Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, From: LVH Restaurants, Inc., dba Houlihans (Non-operational), Kerri L. Verhey, Mgr, Mmbr, 25%, Donald K. White, Jr., Mgr, Mmbr, 25%, George M. Sorrentino, Mgr, Mmbr, 25%, Brian A. Sorrentino, Mgr, Mmbr, 25%, To: Sonoran Barbeque Nevada, LLC, dba Famous Dave's, 1951 North Rainbow Boulevard, Vincent J. Morrissey, Mgr, Mmbr, 40%, William C. Dworak, Mgr, Mmbr, 40%, Randall R. Frederick, Mgr, Mmbr, 20%, David M. Dworak, Key Employee - Ward 6 (Mack)
8. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Coco Nuts, LLC, William R. Phillips, Mgr, Mmbr, 100%, To: RLB I, LLC, dba Willy's, 2202 Paradise Road, James B. Bayne, Mgr, Mmbr, 100% - Ward 3 (Reese)
9. Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Union Plaza Operating Company, John D. Gaughan, Chairman, CEO, J. K. Houssels, Vice-Chairman, Treas, Roy A. Galyean, Dir, Pres, COO, To: Barrick-UPG, LLC, dba Union Plaza Hotel & Casino, 1 South Main Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)
10. Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Exber, Inc., John D. Gaughan, Dir, Pres, Secy, Treas, Wayne M. Starker, Dir, VP, Gaughan 1993 Survivor's Trust, 27.5469%, John D. Gaughan, Trustee, Gaughan 1993 Marital Trust, 44.0002%, John D. Gaughan, Trustee, To: Barrick-WG, LLC, dba Western Hotel & Casino, 899 Fremont Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

11. Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Gaughan South, Inc., John D. Gaughan, Dir, Pres, 100%, To: Barrick-GSG, LLC, dba Gold Spike Hotel & Casino, 400 Ogden Avenue, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)
12. Approval of Change of Ownership and Business Name for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Exber, Inc., dba Las Vegas Club, John D. Gaughan, Dir, Pres, Secy, Treas, Wayne M. Starker, Dir, VP, Gaughan 1993 Survivor's Trust, 27.5469%, John D. Gaughan, Trustee, Gaughan 1993 Marital Trust, 44.0002%, John D. Gaughan, Trustee, To: Barrick-LVCG, LLC, dba Las Vegas Club Hotel & Casino, 18 Fremont Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)
13. Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Almeida & Almeida, dba Maggie's Tavern, William E. Almeida and Margarita Almeida, 100% jointly as husband and wife, To: Claudio Garcia, dba Sin Fronteras Bar & Night Club, 1203 East Charleston Boulevard, Suites I & J, Claudio H. Garcia, 100% - Ward 5 (Weekly)
14. Approval of a new Auctioneer License, Kuhn & Kuhn, dba DKS Kuhn Auctions, 7670 West Lake Mead Boulevard, Suite 100, Daniel R. Kuhn and Sandra L. Kuhn, 100% jointly as husband and wife - Ward 4 (Brown)
15. Approval of Change of Ownership and Business Name for a Martial Arts Instruction Business License, From: Witz & Witz, dba AAA Action USA Black Belt Academy, Stanley A. Witz and Michelle A. Witz, 100% jointly as husband and wife, To: Pilcher & Pilcher, dba USA Black Belt Studio, 3250 North Tenaya Way, Suite 113, Lawrence D. Pilcher and Susan M. Pilcher, 100% jointly as husband and wife - Ward 4 (Brown)
16. Approval of Change of Location for a Pistol Permit subject to the provisions of the planning and fire codes, Jan Van Oosten, dba Van's Guns, From: 1717 South Decatur Boulevard, Booth J33H, To: 5650 West Charleston Boulevard, #1, Jan Van Oosten, 100% - Ward 1 (Moncrief)
17. Approval of a new Psychic Art and Science License, Keshia Zane, dba Goddess Butterfly, 6848 West Charleston Boulevard, La Keshia S. Zane, 100% - Ward 1 (Moncrief)
18. Approval of a new Class II Secondhand Dealer License subject to the provisions of the fire codes, Camco, Inc., dba Z Trading Post, 3270 South Valley View Boulevard, Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee - Ward 1 (Moncrief)
19. Approval of a Special Event License for the Nevada Arts Council, Location: Charleston Heights Art Center, Date: March 25, 2004, Type: Special Event Beer/Wine/Cooler, Event: Governor's Arts Awards, Responsible Person in Charge: Frank Gillette - Ward 1 (Moncrief)
20. Preapproval of award of Bid Number 04.1730.18-LED, Gowan North Channel, Phase 3 - Durango Drive to Lone Mountain Road to the lowest responsive and responsible or best bidder - Department of Public Works - (\$6,000,000 - Road and Flood Capital Project Fund) - Ward 4 (Brown)
21. Approval to use North Las Vegas Bid Number B-1143 contract award for the purchase of police cars - Department of Field Operations - Award recommended to: FRIENDLY FORD (\$42,304 - Automotive Operations Internal Service Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

22. Approval to use Las Vegas Valley Water District Bid Number 1046-03, Annual Requirements Contract for Mobile Fleet Washing Services - Department of Field Operations - Award recommended to: GEYSER MOBILE WASH (Estimated annual amount of \$40,000 - Automotive Operations Internal Service Fund)
23. Approval of issuance of a purchase order for an Alpha Server - Department of Information Technologies - Award recommended to: HEWLETT PACKARD COMPANY (\$334,407 - Computer Services Internal Service Fund)
24. Approval of award of Contract 040204, consultant contract for financial services - Department of Finance and Business Services - Award recommended to: NEVADA STATE BANK PUBLIC FINANCE (Not to exceed \$300,000 - Various Funds)
25. Approval of award of Contract 040205, consultant contract for financial services - Department of Finance and Business Services - Award recommended to: HOBBS, ONG & ASSOCIATES (Not to exceed \$300,000 - Various Funds)
26. Approval of award of Contract 040206, consultant contract for financial services - Department of Finance and Business Services - Award recommended to: JOHNSON CONSULTING GROUP (Not to exceed \$300,000 - Various Funds)
27. Approval of issuance of a purchase order for Panasonic Toughbook Computers - Department of Information Technologies - Award recommended to: PROTECH COMPUTER SYSTEMS, INC. (\$275,000 - Computer Services Internal Service Fund)
28. Approval of award of Bid Number 040220-LED, Demolition of Fifteen Buildings, 1309 through 1425 Laurelhurst Drive and 4817 through 4917 Westmoreland Drive (excluding 4909 Westmoreland Drive), and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award Recommended to: INDUSTRIAL SUPPORT TECHNOLOGIES, INC. (\$103,250 - Affordable Housing Special Revenue Fund) - Ward 1 (Moncrief)

FIRE AND RESCUE DEPARTMENT - CONSENT

29. Approval of the donation of one (1) 1997 F450 fire rescue unit to the Las Vegas Metropolitan Police Department (LVMPD) in accordance with Nevada Revised Statutes 332.185

HUMAN RESOURCES DEPARTMENT - CONSENT

30. ABEYANCE ITEM - Approval and settlement of contract language between the City of Las Vegas and the Las Vegas Police Protective Association (LVPPA) (\$560,000 - General Fund)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

31. Approval of First Amendment to Housing Opportunities for Persons with AIDS (HOPWA) Program Agreement between the City of Las Vegas and Diversity Leadership Institute located at 1110 Ralston Drive - Ward 5 (Weekly)
32. Approval of the Department of Justice sponsored City of Las Vegas Weed and Seed Initiative Interlocal Agreement in the amount of \$114,030 with the Las Vegas Metropolitan Police Department Downtown Area Command - Wards 3 and 5 (Reese and Weekly)
33. Approval of Interlocal Agreement for Share Funding of Regional Homeless Coordination with Clark County, Henderson, North Las Vegas, and Boulder City to contribute \$23,800 of General Weather Shelter Funds for a Regional Homeless Services Coordinator in fulfillment of the Homelessness Intervention Proposal adopted by the Southern Nevada Regional Planning Coalition (SNRPC) Board on September 25, 2003 - All Wards

PUBLIC WORKS DEPARTMENT - CONSENT

34. Approval of Second Supplemental Interlocal Contract LAS.20.A.00 Rancho Road System Durango Drive/U.S. 95 Interchange between the City of Las Vegas and the Clark County Regional Flood Control District to increase the amount of the Interlocal Contract (\$1,896.70 - Clark County Regional Flood Control District) - Ward 6 (Mack)
35. Approval of Interlocal Contract LAS.09.T.04 between the City of Las Vegas and the Clark County Regional Flood Control District for construction management and construction of the Freeway Channel, Charleston Lateral (\$3,994,680 - Clark County Regional Flood Control District) - Wards 1 and 2 (Moncrief and L.B. McDonald)
36. Approval of Interlocal Contract LAS.10.W.04 between the City of Las Vegas and the Regional Flood Control District for construction management and construction of Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango (\$3,283,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)
37. Approval of Interlocal Contract #462 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for the Mountain Edge Parkway Corridor Study (\$1,000,000 - Regional Transportation Commission) - Ward 6 (Mack)
38. Approval of Interlocal Contract #463 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for the Entity Non-Project Specific Expenses (\$101,000 - Regional Transportation Commission) - All Wards
39. Approval of a Reimbursement Agreement for Storm Sewer Oversizing with Centex Homes for the Santa Bella 4 project (\$85,400 - Capital Project Fund) - Ward 6 (Mack)
40. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within Sections 31, 32 and 33 of Township 18 South, Range 60 East and portions of the Northeast Quarter and the Northwest Quarter of Section 5, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north and south sides of the Moccasin Road alignment between the Fort Apache Road alignment and the Durango Drive alignment, APNs 100-31-000-001, 100-32-000-001, 100-33-000-001, 125-05-101-002, -003 and 125-05-503-001 - Ward 6 (Mack)
41. Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the Northwest Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, for roadway, sanitary sewer and drainage purposes located on the south side of the Gilcrease Avenue alignment, west of the Grand Canyon Drive alignment, APNs 125-18-201-002, -003 and -012 - Ward 6 (Mack)
42. Approval of an Encroachment Request from Wright Civil Engineers on behalf of William and Wanda Peccole 1991 Trust, owner (northeast corner of Hualapai Way and Alta Drive) - Ward 2 (L.B. McDonald)
43. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Manuel Mojicar and H. Danielle Rios, owners (south of Craig Road, east of Kevin Way, APN 138-05-301-050) - County (near Ward 6 - Mack)
44. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - KJE Consulting Engineers, Inc. on behalf of Robert L. Feldman, owner (northeast corner of Jensen Street and Alexander Road, APN 138-06-401-005) - County (near Ward 4 - Brown)
45. Approval of an Encroachment Request from G.C. Wallace, Incorporated, on behalf of D.R. Horton, Incorporated, owner (southwest corner of Decatur Boulevard and Dorrell Lane) - Ward 6 (Mack)
46. Approval of a Work Authorization and Agreement with Ninyo & Moore for project monitoring during the demolition activities of the fifteen condominium buildings located at 1309-1425 Laurelhurst Drive and 4817-4917 Westmoreland Drive (excluding 4909 Westmoreland Drive) (\$39,532 - Affordable Housing Special Revenue Fund) - Ward 1 (Moncrief)

RESOLUTIONS - CONSENT

47. R-34-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-First Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
48. R-35-2004 - Approval of a Resolution approving the Forty-First Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
49. R-36-2004 - Approval of a Resolution directing the City Treasurer to prepare the Twentieth Assessment Lien Apportionment Report for Special Improvement District No. 505 - Elkhorn Springs Area (Levy Assessments) - Ward 6 (Mack)
50. R-37-2004 - Approval of a Resolution approving the Twentieth Assessment Lien Apportionment Report for Special Improvement District No. 505 - Elkhorn Springs Area (Levy Assessments) - Ward 6 (Mack)
51. R-38-2004 - Approval of a Resolution directing the City Treasurer to prepare the Seventy-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
52. R-39-2004 - Approval of a Resolution approving the Seventy-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
53. R-40-2004 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
54. R-41-2004 - Approval of a Resolution approving the Fifty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
55. R-42-2004 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
56. R-43-2004 - Approval of a Resolution approving the Fifty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
57. R-44-2004 - Approval of a Resolution directing the City Treasurer to prepare the Seventh Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
58. R-45-2004 - Approval of a Resolution approving the Seventh Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
59. R-46-2004 - Approval of a Resolution directing the City Treasurer to prepare the Eighth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
60. R-47-2004 - Approval of a Resolution approving the Eighth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
61. R-48-2004 - Approval of a Resolution directing the City Treasurer to prepare the Ninth Assessment Lien Apportionment Report for Special Improvement District No. 1447 - Buffalo/Cheyenne Area (Levy Assessments) - Ward 4 (Brown)
62. R-49-2004 - Approval of a Resolution approving the Ninth Assessment Lien Apportionment Report for Special Improvement District No. 1447 - Buffalo/Cheyenne Area (Levy Assessments) - Ward 4 (Brown)

REAL ESTATE COMMITTEE – CONSENT

63. Approval of a Communications Systems Right of Way and Easement Deed granting approximately 561 square feet of land from the City of Las Vegas to Central Telephone Company (doing business as) Sprint, located in the vicinity of Tenaya Way and Prairie Falcon Road commonly referred to as the Las Vegas Technology Center - Ward 4 (Brown)
64. Approval of an Aerial Right of Way Grant between the City of Las Vegas and Nevada Power Company for 30,081 square feet of an Easement Area located above a portion of APN 139-25-701-002 - along Washington Avenue in between Pecos Road and Mojave Road commonly referred to as Freedom Park (\$41,211 revenue - Public Works/Real Estate) - Ward 3 (Reese)
65. Approval of a Memorandum of Understanding between the City of Las Vegas and Peccole Little League, a non-profit organization, for field modifications at Rainbow Family Park located at 7151 West Oakey Boulevard - Ward 1 (Moncrief)
66. Approval of Option Agreement for Parcel #1 with Affordable Housing Resource Council as the developer to purchase approximately five (5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of a senior assisted living project - Ward 2 (L.B. McDonald)
67. Approval of Option Agreement for Parcel #2 with Affordable Housing Resource Council as the developer to purchase approximately two and a half (2.5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of senior housing - Ward 2 (L.B. McDonald)
68. Approval of Option Agreement for Parcel #3 with Affordable Housing Resource Council as the developer to purchase approximately two and a half (2.5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of senior housing - Ward 2 (L.B. McDonald)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

69. Discussion and possible action regarding the Darling Tennis Center Endowment Agreement for perpetual maintenance and the naming of the Buffalo/Washington Tennis Center pursuant to that agreement – Ward 4 (Brown)
70. ABEYANCE ITEM - Discussion and possible action regarding a Memorandum of Understanding between the City of Las Vegas and Sher Development, LLC granting Sher Development a two year exclusive negotiation period to conduct feasibility studies and negotiate a Disposition and Development Agreement with the City for the development of a zoo on the Floyd Lamb State Park site owned by the State of Nevada – Ward 6 (Mack)
71. TABLED ITEM - Discussion and possible action to establish an employment policy for state legislators and other elected or appointed government officials

CITY ATTORNEY - DISCUSSION

72. Discussion and possible action on Appeal of Work Card Denial: Charles H. Lloyd, 301 Orland Street #25, Las Vegas, Nevada 89108
73. Discussion and possible action on Appeal of Work Card Denial: Denise Windom Patchell, c/o Harrah's, Room 1665, 3475 S. Las Vegas Boulevard, Las Vegas, Nevada 89109

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

74. Discussion and possible action regarding a Six-Month Review of a Tavern License, D. Westwood, Inc., dba Treasures, 2801 Westwood Drive, Ali Davari, Dir, Pres, Treas, 50%, Hassan Davari, Dir, Secy, 50% - Ward 1 (Moncrief)
75. Discussion and possible action regarding an Appeal of Denial of Business License for an Independent Massage Therapist License, Nicholas A. Hoover, dba Nicholas A. Hoover, 4200 East Bonanza Road, #123, Nicholas A. Hoover, 100% - Ward 3 (Reese)
76. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Hoover-Youshock Two Wahinie's "LTD", dba Lakeshore Salon and Day Spa, 2908 Lake East Drive, Rosemary Youshock, Dir, Secy, Treas, 50%, Susan F. Hoover, Dir, Pres, 50% - Ward 2 (L.B. McDonald)
77. ABEYANCE ITEM - Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Mulugeta K. Bour, dba Oakey Discount Market, 1616 Las Vegas Boulevard South, Mulugeta K. Bour, 100% - Ward 1 (Moncrief)
78. ABEYANCE ITEM - Discussion and possible action regarding a Review of a Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots, Green Valley Gaming, Inc., db at Oakey Discount Market, 1616 Las Vegas Boulevard South - Ward 1 (Moncrief)
79. ABEYANCE ITEM - Discussion and possible action regarding a new Martial Arts Instruction Business License subject to the provisions of the fire codes, Young Il Kong, dba Grand Master Kong Taekwon-do, 1780 North Buffalo Drive, Suite 105, Young I. Kong, 100% - Ward 4 (Brown)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

80. Discussion and possible action on a conditional allocation of \$6,122,000 in Community Development Block Grant (CDBG) funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$160,000 in anticipated Program Income Funds – All Wards
81. Discussion and possible action on a conditional allocation of the estimated \$3,790,916 in FY2004 Federal and State Home Investment Partnership (HOME) funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and Low Income Housing Trust Funds (LIHTF) from the Clark County Consortium - All Wards
82. Discussion and possible action on a conditional allocation of \$916,000 of FY04/05 Housing Opportunities For Persons With Aids (HOPWA) grant funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$16,490 of FY03/04 Reprogrammed HOPWA grant funds - All Wards
83. Discussion and possible action on a conditional allocation of \$227,048 in FY04/05 Emergency Shelter Grant (ESG) grant funds subject to final HUD approval of the Environmental Review process, pursuant to 24 CFR Part 58 and \$37,332 of FY03/04 Reprogrammed ESG funds - All Wards

BOARDS & COMMISSIONS - DISCUSSION

84. PARK & RECREATION ADVISORY COMMISSION – Lisa B. Sherman, Term Expiration 4-1-2004; Malcolm D. White, Term Expiration 4-1-2004
85. CHILD CARE LICENSING BOARD – Lolanda Bunch, Term Expiration 6-2007 (Resigned)

REAL ESTATE COMMITTEE - DISCUSSION

86. Discussion and possible action regarding a Real Property Purchase and Sale Agreement between the City of Las Vegas and Box Canyon Professional Park Phase II, LLC for property located in the Las Vegas Technology Center (\$1,123,782 Gain - Industrial Revenue Fund) - Ward 4 (Brown)
87. Discussion and possible action regarding a Disposition and Development Agreement with the Urban Chamber of Commerce for the acquisition and development of a 3.0 acre parcel located at the Southwest corner of Mount Mariah Drive and Martin L. King Boulevard, APN 139-21-313-007 and -008 - Ward 5 (Weekly)
88. Discussion and possible action regarding an Agreement to Negotiate Exclusively with 601 Development Company, LLC, regarding negotiation of a Disposition and Development Agreement for the real property located at 601 Fremont Street, APN 139-34-611-018 (receipt of \$1,000 earnest money deposit) - Ward 5 (Weekly)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

89. Bill No. 2004-7 – Eliminates the special use permit requirement for the use “Beer/Wine/Cooler Art Event.” Proposed by: Robert S. Genzer, Director of Planning and Development
90. Bill No. 2004-8 – Establishes zoning requirements for swap meets. Sponsored by: Councilman Gary Reese
91. Bill No. 2004-9 – Increases the number of zoning districts in which a special use permit may be obtained for the keeping of carrier or racing pigeons. Proposed by: Bradford R. Jerbic, City Attorney
92. Bill No. 2004-10 – Adopts development agreement with Cliffs Edge, LLC for the Cliffs Edge Development. Proposed by: Robert S. Genzer, Director of Planning and Development
93. Bill No. 2004-11 – Levies Assessment for Special Improvement District No. 1472 - Durango Drive (Lone Mountain Road to Tropical Parkway) Sponsored by: Step Requirement
94. Bill No. 2004-12 – Levies Assessment for Special Improvement District No. 1474 - Rainbow Boulevard (Silverstream Avenue to Smoke Ranch Road) Sponsored by: Step Requirement
95. Bill No. 2004-13 – Levies Assessment for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) Sponsored by: Step Requirement
96. Bill No. 2004-14 – Levies Assessment for Special Improvement District No. 1486 - Rainbow Boulevard Phase II (Rancho Drive to Ann Road) Sponsored by: Step Requirement
97. Bill No. 2004-15 – Ordinance Creating Special Improvement District No. 1503 - Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215) Sponsored by: Step Requirement

NEW BILLS

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

98. Bill No. 2004-17 – Annexation No. ANX-3693 – Property location: On the northeast corner of Michelli Crest Way and Bath Drive; Petitioned by: Cliffs Edge, LLC; Acreage: 2.60 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack
99. Bill No. 2004-18 – Annexation No. ANX-3714 – Property location: On the southwest corner of Chieftain Street and Bath Drive; Petitioned by: James and Lori Kibler; Acreage: 2.53 acres; Zoned: R-E (County zoning), U (TC) (City equivalent). Sponsored by: Councilman Michael Mack

NEW BILLS

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

- 100.Bill No. 2004-19 – Annexation No. ANX-3740 – Property location: On the east side of Fairhaven Street, 1,170 feet south of Lake Mead Boulevard; Petitioned by: Cytha Price, et al.; Acreage: 1.00 acres; Zoned: R-E (County zoning), U (GC) (City equivalent). Sponsored by: Councilman Lawrence Weekly
- 101.Bill No. 2004-20 – Revises the zoning standards and procedures for converting public streets into private streets in existing subdivisions. Sponsored by: Councilwoman Janet Moncrief
- 102.Bill No. 2004-21 – Updates the City's emergency management provisions. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

- 103.Any items from the afternoon session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

HEARINGS - DISCUSSION

- 104.Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 104 Sacramento Drive. PROPERTY OWNER: FIRST HORIZON HOME LOAN CORP., C/O FORECLOSURE DEPT. #6205 – Ward 3 (Reese)
- 105.Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 4736 Teakwood Avenue. PROPERTY OWNER: JAIME L. & HEATHER M. CAMPOS – Ward 3 (Reese)
- 106.Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter and dangerous building located at 1813 Joella Street. PROPERTY OWNER: WASHINGTON MUTUAL BANK FA – Ward 5 (Weekly)
- 107.Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 609 N. 11th Street. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER. – Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT

The items listed below, where appropriate, have been reviewed by the various City departments relative to requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and building and fire regulations. Their comments and/or recommendations and requirements have been incorporated into the action.

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

- 108.EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-3659 - APPLICANT: TIPANAN SA FRANKLYNS - OWNER: HOVANEC ETHNEY LIVING TRUST - Request for an Extension of Time for an approved Special Use Permit (SUP-1132) FOR A PROPOSED RESTAURANT SERVICE BAR IN CONJUNCTION WITH AN EXISTING RESTAURANT (TIPANAN SA FRANKLYNS) at 2202 West Charleston Boulevard (APN: 139-32-804-007), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

109. REINSTATEMENT AND EXTENSION OF TIME - REZONING - EOT-3842 - APPLICANT/OWNER: WILLIAM HODSHON - Request for a Reinstatement and Extension of Time of an approved Rezoning (Z-0045-01) FROM: R-1 (Single Family Residential) TO: P-R (Professional Office and Parking) on 0.16 acres at 500 South 7th Street (APN: 139-34-710-027), Ward 1 (Moncrief). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

110. SITE DEVELOPMENT PLAN REVIEW - SDR-3631 - APPLICANT: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED FIRE STATION on a portion of 5.52 acres adjacent to the northwest corner of Harris Avenue and Mojave Road (APN: 139-25-303-014), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
111. REVIEW OF CONDITION - PUBLIC HEARING - ROC-3666 - APPLICANT: UNIVEST I, LIMITED LIABILITY COMPANY - Request for a Review of Condition No. 5 of an approved Site Development Plan Review (SDR-2853), to allow a front setback of 17 feet where 20 feet is required for lots in association with a proposed 58-lot single-family residential development on 6.26 acres adjacent to the southeast corner of Hualapai Way and Shiloh School Lane (APN: portions of 138-07-401-003 and 004), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL. (NOTE: It is Condition #6 being reviewed.)
112. REVIEW OF CONDITION - PUBLIC HEARING - ROC-3852 - APPLICANT: SUPERIOR ELECTRICAL ADVERTISING - OWNERS: SYSTEM CAPITAL REAL PROPERTY CORPORATION AND CASSU INVESTMENT GROUP - Request for a Review of Condition No. 11 of an approved Site Development Plan Review (SD-0059-01) WHICH REQUIRED A MASTER SIGN PLAN TO BE APPROVED PRIOR TO THE OCCUPANCY OF ANY BUILDINGS on property located adjacent to the southwest corner of Sahara Avenue and Arville Street (APN: 162-07-101-011 and 019), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
113. REVIEW OF CONDITION - PUBLIC HEARING - ROC-3891 - APPLICANT: SOUTHWEST HOMES LIMITED - OWNER: SOUTHWEST HOMES (CENTENNIAL PARK) LIMITED LIABILITY COMPANY - Request for a Review of Condition Nos. 4 and 5 of an approved Site Development Plan Review (SDR-1925) WHICH ESTABLISHED SETBACKS FOR A 209 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on property located adjacent to the southeast corner of Severence Lane and Campbell Road (APN: 125-17-401-005), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL
114. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3386 - APPLICANT: FM PARKING FACILITIES, LIMITED LIABILITY COMPANY - OWNER: JERRY J. KAUFMAN, ET AL - Request for a Site Development Plan Review and a Waiver of the Downtown Centennial Plan Transportation and Parking Standards FOR A COMMERCIAL PARKING LOT (VALET) on 0.97 acres located at 601 South Casino Center Boulevard (APN: 139-34-311-058 through 063), R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL
115. MAJOR MODIFICATION TO THE TOWN CENTER DEVELOPMENT STANDARDS - PUBLIC HEARING - MOD-3652 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: AZURE SOUTH, INC. - Request for a Major Modification to the Town Center Development Standards TO ALLOW AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) AS A PERMITTED USE IN THE SX-TC (SUBURBAN MIXED USE – TOWN CENTER) DISTRICT with the approval of a Special Use Permit and Conditions of approval, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

116. SPECIAL USE PERMIT RELATED TO MOD-3652 - PUBLIC HEARING - SUP-3650 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: AZURE SOUTH, INC. - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR AN AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) USE on a 0.92 acre portion of 7.24 acres adjacent to the south side of Azure Drive, approximately 1,100 feet west of Tenaya Way (APN: 125-27-222-002), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use – Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
117. SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-3652 AND SUP-3650 - PUBLIC HEARING - SDR-3648 - APPLICANT: MONTECITO COMPANIES, LIMITED LIABILITY COMPANY - OWNER: AZURE SOUTH, INC. - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Site Development Plan Review and a Waiver of the perimeter and buffering landscaping requirements FOR A 7,852 SQUARE FOOT AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) STORE on a 0.92 acre portion of 7.24 acres adjacent to the south side of Azure Drive, approximately 1,100 feet west of Tenaya Way (APN: 125-27-222-002), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use – Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (3-2-1 vote) and staff recommend DENIAL
118. VACATION - PUBLIC HEARING - VAC-3467 - APPLICANT: SIGNATURE HOMES - OWNER: PLASTER DEVELOPMENT COMPANY - Petition to Vacate a portion of the west half of Thom Boulevard, south of Horse Drive, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
119. VACATION - PUBLIC HEARING - VAC-3555 - APPLICANT: CENTEX HOMES - OWNER: CENTEX HOMES AND R & S EL CAPITAN - Petition to Vacate public sewer and drainage easements generally located south of Racel Street, north of Grand Teton Drive between Durango Drive and Al Carrison Street, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
120. VACATION - PUBLIC HEARING - VAC-3643 - APPLICANT: CITY PARKWAY IV, INC. AND CITY PARKWAY V, INC. - Petition to Vacate a portion of the east half of Grand Central Parkway, a portion of the north half of Bonneville Avenue and a portion of a sixty-foot wide Public Drainage Easement generally located north of Bonneville Avenue, between the Union Pacific Railroad Right-of-Way and Grand Central Parkway, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
121. VACATION - PUBLIC HEARING - VAC-3654 - APPLICANT: RICK WILLIAMS, ET AL - OWNER: CRAIG BUFFALO LIMITED - Petition to Vacate the north 30 feet of Helena Avenue, between Buffalo Drive and Quadrel Street, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
122. VARIANCE - PUBLIC HEARING - VAR-3288 - APPLICANT: PAUL AND SANDY BROSEAU - Request for a Variance to ALLOW A 5 FOOT SIDE SETBACK WHERE 10 FEET IS REQUIRED FOR an addition to an existing single family dwelling at 304 Canyon Drive (APN: 139-32-211-031), R-E (Residence Estates) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
123. VARIANCE - PUBLIC HEARING - VAR-3658 - APPLICANT: BOBBYE EVANS - Request for a Variance TO ALLOW AN 8-FOOT REAR YARD SETBACK WHERE 10 FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION on 0.15 acres located at 5528 Green Willow Street (APN: 125-34-511-064), R-CL (Single Family Compact-Lot) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
124. VARIANCE - PUBLIC HEARING - VAR-3736 - APPLICANT: DURANGO AND ELKHORN, LIMITED LIABILITY COMPANY - OWNER: DURANGO ELK HOLDING COMPANY, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 109 PARKING SPACES WHERE 138 PARKING SPACES ARE THE MINIMUM REQUIRED in conjunction with a proposed office/retail development on 1.75 acres adjacent to the west side of Durango Drive, approximately 350 feet south of Elkhorn Road (portion of APN: 125-20-101-008 and 009), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

125. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-3736 - PUBLIC HEARING - SDR-3657 - APPLICANT: DURANGO AND ELKHORN, LIMITED LIABILITY COMPANY - OWNER: DURANGO ELK HOLDING COMPANY, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers of the Town Center Development Standards for the two-story minimum height requirement in the Urban Center Mixed Use District and the 70 percent clear glazing requirement at the ground floor level along primary pedestrian routes FOR A 17,000 SQUARE-FOOT COMMERCIAL DEVELOPMENT on 1.75 acres adjacent to the west side of Durango Drive, approximately 350 feet south of Elkhorn Road (portion of APN: 125-20-101-008 and 009), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
126. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - Appeal filed by LAS Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL
127. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3635 - APPLICANT: LOUIS SELIGMAN - OWNER: PARAMOUNT INVESTMENTS COMPANY - Request for a Special Use Permit FOR OPEN AIR VENDING (HOT DOG CART) at 1924 East Charleston Boulevard (APN: 162-02-512-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
128. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3636 - APPLICANT: ACOSTA ENTERPRISE - OWNER: VRAAM LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) in conjunction with a proposed grocery store adjacent to the east side of Eastern Avenue 150 feet north of Mesquite Avenue (APN: 139-36-110-002, 003), C-1 (Limited Commercial) Zone and R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
129. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3642 - APPLICANT: JORGE CALDERA - OWNER: NAMCO 8 LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR AN AUTO PAINT AND BODY REPAIR SHOP located at 4920 West Cheyenne Avenue (APN: 138-12-813-001), C-2 (General Commercial) Zone and R-E (Residence Estates) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
130. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3644 - APPLICANT: LUKEGROUP, LIMITED LIABILITY COMPANY - OWNER: ITALIAN-AMERICAN CLUB OF SOUTHERN NEVADA - Request for a Special Use Permit and a Waiver of the minimum 400 square-foot size requirement of which a minimum of 200 square feet must be an enclosed structure and the required 20-foot minimum front yard setback FOR AN AUTO SMOG CHECK FACILITY located adjacent to the north side of Sahara Avenue, approximately 650 feet east of Eastern Avenue (A portion of APN: 162-01-401-006), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-1 vote) and staff recommend APPROVAL
131. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3653 - APPLICANT: SHADOW HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT, OFF-PREMISE CONSUMPTION in conjunction with a proposed 39,960 square-foot Grocery Store adjacent to the northwest corner of Cheyenne Avenue and Shady Timber Street (APN: 137-12-401-030 and 022; 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone [VC (Village Commercial) Lone Mountain Special Land Use Designation], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

132. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-3653 - PUBLIC HEARING - SDR-3651 - APPLICANT: SHADOW HILLS PLAZA, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of the foundation landscaping buffer FOR A PROPOSED 87,790 SQUARE-FOOT RETAIL CENTER on 11.73 acres adjacent to the northwest corner of Cheyenne Avenue and Shady Timber Street (APN: 137-12-401-030 and 022; 137-12-201-001), U (Undeveloped) Zone [PCD (Planned Community Development) general plan designation] under Resolution of Intent to PD (Planned Development) Zone [VC (Village Commercial) Lone Mountain special land use designation], Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
133. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3470 - JUAN J. ELIAS - Request to amend a portion of the Southwest Sector Future Land Use Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 0.15 acres adjacent to the northeast corner of Bonanza Road and Twenty-Third Street (APN: 139-26-811-094), Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend DENIAL
134. ABEYANCE ITEM - REZONING RELATED TO GPA-3470 - PUBLIC HEARING - ZON-3473 - JUAN J. ELIAS - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: N-S (NEIGHBORHOOD SERVICE) AND FOR A WAIVER TO ALLOW A 68 FOOT WIDE LOT WHERE 100 FEET IS REQUIRED on 0.15 acres adjacent to the northeast corner of Bonanza Road and Twenty-Third Street (APN: 139-26-811-094), Ward 5 (Weekly). The Planning Commission (3-2 vote) and staff recommend DENIAL
135. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3470 AND ZON-3473 - PUBLIC HEARING - SDR-3475 - JUAN J. ELIAS - Request for a Site Development Plan Review FOR A PROPOSED COMMERCIAL BUILDING AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.15 acres adjacent to the northeast corner of Bonanza Road and Twenty-Third Street (APN: 139-26-811-094), R-1 (Single Family Residential) Zone [PROPOSED: N-S (Neighborhood Service)], Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend DENIAL
136. NOT TO BE HEARD BEFORE 4:00 PM - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - ROC-2671 - GERALD GARAPICH, A.I.A., LIMITED LIABILITY COMPANY ON BEHALF OF GRAND TETON LODGE LAND, LIMITED LIABILITY COMPANY - Request for a Review of Condition No. 6 of an approved Special Use Permit (U-0011-00) WHICH RESTRICTED COMMERCIAL ZONING TO THE WESTERN PORTION OF APN: 125-09-401-006 adjacent to the northeast corner of Grand Teton Drive and Durango Drive (APN: 125-09-401-006 and 017), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (4-1 vote) and staff recommend APPROVAL
137. NOT TO BE HEARD BEFORE 4:00 PM - ABEYANCE ITEM - GENERAL PLAN AMENDMENT RELATED TO ROC-2671 - PUBLIC HEARING - GPA-3483 - GERALD GARAPICH, A.I.A., LIMITED LIABILITY COMPANY ON BEHALF OF GRAND TETON LODGE LAND, LIMITED LIABILITY COMPANY - Request to amend a portion of the Centennial Hills Sector of the General Plan FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: SC (SERVICE COMMERCIAL) on 7.84 acres adjacent to the northeast corner of Grand Teton Drive and Durango Drive (APN: 125-09-401-006 and 017), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL. (NOTE: Recommendation of approval of this General Plan Amendment is for APN: 125-09-401-006 only)
138. NOT TO BE HEARD BEFORE 4:00 PM - ABEYANCE ITEM - REZONING RELATED TO ROC-2671 AND GPA-3483 - PUBLIC HEARING - ZON-3509 - GERALD GARAPICH, A.I.A., LIMITED LIABILITY COMPANY ON BEHALF OF GRAND TETON LODGE LAND, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) and U (UNDEVELOPED) [PCD (Planned Community Development) General Plan Designation] TO: C-1 (LIMITED COMMERCIAL) on 7.84 acres adjacent to the northeast corner of Grand Teton Drive and Durango Drive (APN: 125-09-401-006 and 017), Ward 6 (Mack). The Planning Commission (4-1 vote) and staff recommend APPROVAL. (NOTE: Recommendation of approval of this Rezoning is for APN: 125-09-401-006 only)

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

139. NOT TO BE HEARD BEFORE 4:00 P.M. - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-3638 - APPLICANT: STATE OF NEVADA PUBLIC WORKS BOARD - Request for a Site Development Plan Review FOR A 101,600 SQUARE-FOOT PSYCHIATRIC HOSPITAL on a portion of 67 acres adjacent to the northwest corner of Jones Boulevard and Oakey Boulevard (APN: 163-02-601-007), C-V (Civic) Zone, Ward 1 (Moncrief). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

140. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

ADDENDUM

CITIZENS PARTICIPATION

Items raised under this portion of the City Council Agenda cannot be deliberated or acted upon until the notice provisions of the Open Meeting Law have been met. If you wish to speak on a matter not listed on the agenda, please step up to the podium and clearly state your name and address. In consideration of others, avoid repetition, and limit your comments to no more than three (3) minutes. To ensure all persons equal opportunity to speak, each subject matter will be limited to ten (10) minutes

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Hall Plaza, Special Outside Posting Bulletin Board
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: MARCH 17, 2004

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

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND LINDA L. KELLY, MOUNTAIN VIEW PRESBYTERIAN CHURCH
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN (excused from the afternoon session at 5:15 p.m.) and COUNCILMEMBERS REESE, BROWN, L.B. McDONALD, WEEKLY, MACK, and MONCRIEF

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER BETSY FRETWELL, CITY ATTORNEY BRAD JERBIC, DEPUTY CITY ATTORNEY TOM GREEN, DEPUTY CITY ATTORNEY BRYAN SCOTT (P.M. Session), and CITY CLERK BARBARA JO RONEMUS

ANNOUNCEMENT MADE – Meeting noticed and posted at the following locations:

City Hall Plaza, Special Outside Posting Bulletin Board

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(9:09 – 9:10)

1-1

REVEREND LINDA L. KELLY, Mountain View Presbyterian Church, gave the invocation.

(9:10 – 9:12)

1-23

MAYOR GOODMAN led the audience in the Pledge.

(9:12 – 9:12)

1-75

City of Las Vegas

CITY COUNCIL MEETING OF MARCH 17, 2004
Announcements – Continued

MINUTES:

MAYOR GOODMAN welcomed a group of student council members and officers from each of the local Catholic Schools who were joining the Council to watch the proceedings. They stood in acknowledgement.

(9:45 – 9:47)

1-1157

COUNCILMAN REESE welcomed the following students from the UNLV Intro to American Politics class: CANDESS ZONA, TIMOTHY MENDOLA, ASHLEY HAVIN, BRANDI COFFMAN, LAURA DANA, NELLIE QIN, HEEJIN GHIM, LAURA MYERS, MELINDA MESA, LAUREN CARNEY, WILLIAM SOUZA. Their teacher DEAN DePAULA was also present.

(9:47)

1-1233

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN opened the ceremonial portion by stating that the St. Patrick's Day parade was great. He then called forward ORLANDO SANCHEZ, Director of Neighborhood Services, and MEL HENKIN, Senior Citizens' Advisory Board member, who assisted in recognizing MARIA CASTILLO-COUCH of Neighborhood Services as Employee of the Month for March. MR. HENKIN nominated MRS. CASTILLO-COUCH, who is responsible for the Neighborhood Partners Fund Grant Program, which provides grants for 30 neighborhoods each year. She works with neighborhood leaders to develop their applications and implement their programs.

For the past three years, MRS. CASTILLO-COUCH has served as staff liaison for the Senior Citizens' Advisory Board, and, through her involvement and support, there have been some great suggestions proposed by that board. The Board has contributed in a number of ways to include developing a City Council resolution that supports numerous measures for the betterment of seniors in Las Vegas.

MRS. CASTILLO-COUCH is also very committed to helping the Hispanic community. She assists other departments to inform Spanish-speaking citizens about City programs and also translates City services for local radio and television programming. Her commitment to both her job and the community are great assets for the City.

City of Las Vegas

CITY COUNCIL MEETING OF MARCH 17, 2004

Ceremonial

Recognition of the Employee of the Month

MINUTES – Continued:

MR. SANCHEZ thanked MRS. CASTILLO-COUCH for providing outreach for the entire community, especially to seniors. She is a great asset to the department. And it is a great honor when a citizen nominates an employee.

MR. HENKIN indicated that he learned that MRS. CASTILLO-COUCH genuinely cares about people when he met with her regarding his application for a community grant. She is a great help to the Senior Citizens' Advisory Board and energizes the members to push and expand their horizons.

MRS. CASTILLO-COUCH was deeply honored that MR. HENKIN nominated her. She felt grateful to work for such wonderful managers and leaders that allow her to do what she really enjoys, and that is serving the community and helping them realize their dreams.

(9:13 – 9:18)

1-110

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE HIGH SCHOOL STATE CHAMPIONS

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN announced that the Council would be recognizing some youngsters who were state champions in their divisions.

COUNCILMAN BROWN first recognized Mustang Boys Varsity Basketball team, the 2A State Champions for 2004, from Meadows School. He called forward GREG GOORJIAN, Head Coach, and MIKE LEWIS, Assistant Coach, and then each of the team members MIKE WYNN, CAMDEN GOORJIAN, MIKE BARSON JAKE BURNETT, SCOTT LEWIS, HOWARD SMITH, PC YOUNGBLOOD, BRANDON BACCUS, RICHARD SMITH, JEREMY LEIBOWITZ, KEVIN NOWINS, GREG MAGGIORE, and MIKE MARTINEZ.

On behalf of the team, COACH GOORJIAN accepted a huge trophy from the City as a token of pride in the team. He stated that he has been a part in shaping these young boys into fine young men. He was honored to coach such a fine group of young men.

COUNCILMAN MACK called forward KAREN WEITZ, Head Coach, CASSANDRA ADAMS and NATALIE HOUTS, Assistant Coaches, GREGORY WOLFRAM, Athletic Administrator, and RICK KAZEE, Athletic Director, to help recognize the Centennial Bulldogs, the Centennial High School Girls Basketball team who took the 4A State Championship. The team members came forward as their names were called: SIERRA CHAMBERS, CALISTA TSINNIJINNIE, NATALIE MITCHELL, JORDYN BOWEN, KARISSA FERNANDEZ, KRISTINA KLINE, WHITLEY COX, ASHLEY BLAKE, WHITNEY PRICE, and ITALEE LUCAS.

City of Las Vegas

CITY COUNCIL MEETING OF MARCH 17, 2004 Ceremonial Recognition of the High School State Champions

MINUTES – Continued:

COUNCILMAN MACK commented that COACH WEITZ put together a great basketball team. Not only was this team the Northwest Division champs and the Regional and State Champions, but also the undefeated team in division play and have been Division Champions since the 1999 season, as well as the four-time Region Champions. The Bulldogs' overall 2003-2004 record was 31-2. As three-time State Champions, they hold the Southern Nevada record for most consecutive state championship wins. In five seasons, Centennial has run up a record of 155-9, or 94%. COUNCILMAN MACK presented a trophy to the head coach as a token of his pride in the team. Also, each team member received a certificate of appreciation.

COACH WEITZ thanked the Councilmembers for the recognition of the team members, who work very hard throughout the year. They take a lot of pride in representing Las Vegas. She also thanked her assistant coaches.

COUNCILWOMAN McDONALD recognized the Palo Verde High School Boys Basketball team, who won the Class 4A State Championship. She called forward PHIL CLARKE, Head Coach, and PAUL AZNAREZ and PAUL SANCHEZ, Assistant Coaches, and then the Palo Verde High School Panthers: ALLEN STINNET, NATE SCHULTE, LUKE GUMS, SPENCER JENSEN, JARRELL HARRISON, JOE DRNEC, RICH WESLING, ROMON CROSS, MATT DIXON, BRENT FLORENCE, BRIAN MARKS, TROY COTTON, MITCH SMITH, AMIR AHMAD, and JOSH STEFFEN.

COUNCILWOMAN McDONALD presented MR. STEFFEN and COACH CLARKE with a trophy from the City. MR. STEFFEN was very grateful to the Council for the recognition. The team members and coaches were awesome this year. They all gave their hardest and met their goal. COACH CLARKE was honored by this recognition. He said that winning the championship was very exciting. He thanked all the school staff and the principal for being so supportive.

(9:18 – 9:31)

1-253

Also, COUNCILWOMAN McDONALD recognized TYREE WALTON, Palo Verde High School State Wrestling Champion, and his coach, KRIS DAVIS. She presented MR. WALTON with a plaque and a certificate for winning the championship in the 140lb. men's division. He was also the leading rusher on the football team with 1,378 yards this year. PRINCIPAL PAUL OSBOID said that MR. WALTON is a great football player, wrestler, and a great kid. He will be missed a lot when he graduates. MR. WALTON thanked the Council for recognizing him with all the champions.

(9:31 – 9:33)

1-536

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF NEVADA WOMEN'S HISTORY MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

The Mayor's copy of the Women in Nevada History publication was turned over to the Clerk's Office for the record

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILWOMAN McDONALD announced that since 1987 the nation has celebrated National Women's History Month with the purpose of recognizing the important roles women have played in the nation's history. This year's theme is "Women Inspiring Hope and Possibility," which celebrates the hope and sense of possibility that comes from the inspirational work of women. The Nevada Women's History Project was founded in 1994 with a mission to provide visibility and support for the gathering and dissemination of history about the roles and contributions of Nevada women of every race, class, and ethnic background. She recognized the Nevada Women's History Project as a dedicated organization working hard to preserve women's history in Nevada. She called up the following members to the dais: KAYE GRAYE – 2nd Vice President of the State Board and Southern Region, MITSY JOHNSON – State Board Treasurer, JEAN SPILLER – Treasurer Southern Region, ANN RECK – Recording Secretary of Southern Region, MARY GIFFORD – 1st Vice President of Southern Region, JEANNE GREENAWALT, RUTH LILLIS, JANE OLIVE, CLAYTEE WHITE, UNLV Oral Historian, SU KIM CHUNG, ROLALIE O'GRADY, JOAN DIMMITT, and BLANCHE ZUCKER.

On behalf of the Nevada Women's History Project and the Southern Region President JOYCE MOORE, MS. GRAYE thanked the City Council for this honor. She mentioned that the Project was the brainchild of JEAN FORD and was established in the North in 1994 and in the South in 1996. She reiterated the mission of the Project and mentioned the many projects they have

City of Las Vegas

CITY COUNCIL MEETING OF MARCH 17, 2004

Ceremonial

Recognition of Nevada Women's History Month

MINUTES – Continued:

worked on, one of them being the book assessment project which resulted in the publication of a book entitled "Women in Nevada History."

Their crowning achievement has been the placement of a statue of Sarah Winnemucca in Statuary Hall in Washington D.C. BENJAMIN VICTOR is the selected sculptor, and the dedication has been set for 3/2005. This four-year dream became a reality through the extraordinary efforts of the membership, most notably DEMA GUINN, for supporting the project. MS. GRAYE also expressed her sincere appreciation to COUNCILWOMAN McDONALD for her faith, and to the City Council for its generosity. As a token of appreciation, she gave a copy of the book, "Women in Nevada History," to MAYOR GOODMAN, which he turned over to the City Clerk's office. COUNCILWOMAN McDONALD presented MS. GRAYE with an award as a token of the City's appreciation.

MAYOR GOODMAN mentioned to MS. GRAYE that the City would be celebrating its Centennial on May 15, 2005, and it would really be necessitating the assistance of her group in providing historical information. He is looking forward to working with the Project.

(9:33 – 9:40)

1-742

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE DECASTRO SISTERS

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Videotape was shown but not submitted for the record and a proclamation declaring 3/17/2004 as Decastro Sisters Day in City of Las Vegas was submitted

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILWOMAN MONCRIEF felt honored to recognize the famous DeCastro Sisters. The group started with three sisters from Cuba, PEGGY, CHERIE, and BABETTE. COUNCILWOMAN MONCRIEF stated that the sisters started their careers in the early 40s. An NBC radio executive who frequently visited Cuba discovered the girls on their father's radio station in Havana. Soon they were entertaining from Havana to Hollywood and in showrooms from New York to Las Vegas. They sold five million records with their single hit "Teach Me Tonight." They appeared on the famous Ed Sullivan Show and performed with many great performers. BABETTE passed away in 1993 and PEGGY on 3/6/2004. Many replacements have contributed their talent to keep the DeCastro Sisters' legacy going.

After showing a videotape of a movie the original DeCastro Sisters performed in, COUNCILWOMAN MONCRIEF called up the last original member, CHERIE, as well as LOIS DENNY, who joined the act nearly 20 years ago, MAGGIE ALVASANI, the most recently inducted "Bombshell," and DESIRÉ DiLORENZO, the manager.

CHERI DECASTRO said she was accepting this honor on behalf of her sisters and the new members of the group. She felt especially honored to meet MAYOR GOODMAN, who presented her with a key to the City.

(9:40 – 9:45)

1-977

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

MOTION:

REESE – Motion to bring forward and Hold in ABEYANCE Items 72 and 75 to 4/21/2004 and STRIKE Items 73 and 100 – UNANIMOUS

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1256

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Regular City Council Meetings of January 7, 2004, January 21, 2004 and February 4, 2004

MOTION:

REESE – APPROVED by Reference – UNANIMOUS

MINUTES:

There was no discussion.

(9:49)
1-1300

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Service and Material Checks/Payroll Checks/Wires Transfers/Other Checks and Investments

Fiscal Impact

☐

No Impact

Amount: \$63,625,754.87

☒

Budget Funds Available

Dept./Division: Accounting Operations

☐

Augmentation Required

Funding Source: All Funds

PURPOSE/BACKGROUND:

In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:

BACKUP DOCUMENTATION:

Summary of cash expenditures for the period 02/16/04 - 02/29/04

Total Services and Materials Checks	\$ 13,332,040.96
Total Payroll Checks	\$ 5,321,375.66
Total Wire Transfers	\$ 44,972,338.25

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – UNANIMOUS with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30: APPROVED under separate actions (see individual items)

NOTE: In addition to abstaining on Items 9-12, COUNCILWOMAN McDONALD disclosed that she would be voting on Items 8 and 13, although she is an outside director for Station Casinos, who holds privileged licenses for alcohol and gaming, as do the applicants in Items 8 and 13. She has not discussed these items with Station Casinos and she did not feel her affiliation would impact her judgment. She reviewed these disclosures with the City Attorney, who opined that these items would have no material impact on Station Casinos.

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 3 – Approval of Service and Material Checks/Payroll Checks/Wires
Transfers/Other Checks and Investments

MOTION – Continued:

NOTE: In addition to abstaining on Items 9-12, 18, 28, and 46, COUNCILMAN MACK disclosed that the location involved in Item 17 is near a SuperPawn shop, for which he does consulting, and is owned by his brother STEVEN MACK. However, he did not believe the application would affect his brother's shop, and he felt comfortable voting because he had not discussed the application with his brother.

MINUTES:

COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

MAYOR GOODMAN requested Items 9-12 and 30 be pulled for discussion. COUNCILMAN WEEKLY requested Item 13 be brought forward.

(9:49 – 9:53)

1-1314

City of Las Vegas

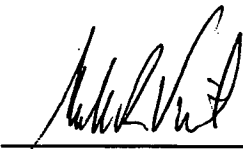
Summary of Cash Expenditures

For period of 2/16/04 - 2/29/04

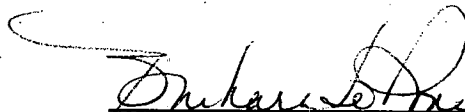
Total Services & Materials Checks :	\$13,332,040.96
Total Payroll Checks:	\$5,321,375.66
Total Wire Transfers:	\$44,972,338.25

Grand Total:	\$63,625,754.87

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.



Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On March 17, 2004, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for the Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Road, Date: March 21, 2004, Type: Special Event Beer/Wine, Event: Spring Festival, Responsible Person in Charge: Eddie Escobedo - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30: APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Gustavo Barcenas, Location: Charleston Heights Art Center, 800 Brush Street, Date: April 17, 2004, Type: Special Event Beer/Wine/Cooler, Event: Baptism Party, Responsible Person in Charge: Gustavo Barcenas - Ward 1 (Moncrief)

Fiscal Impact

☒ **No Impact**
☐ **Budget Funds Available**
☐ **Augmentation Required**

Amount:
Dept./Division:
Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30: APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)
1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Drum Schtick, LLC, dba Benedict's Garden Bistro & Terrace, 1916 Village Center Circle, Suite 7, Patrick J. Marcy, Mmbr, Mgr, 100% - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Supper Club License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30: APPROVED under separate actions (see individual items)

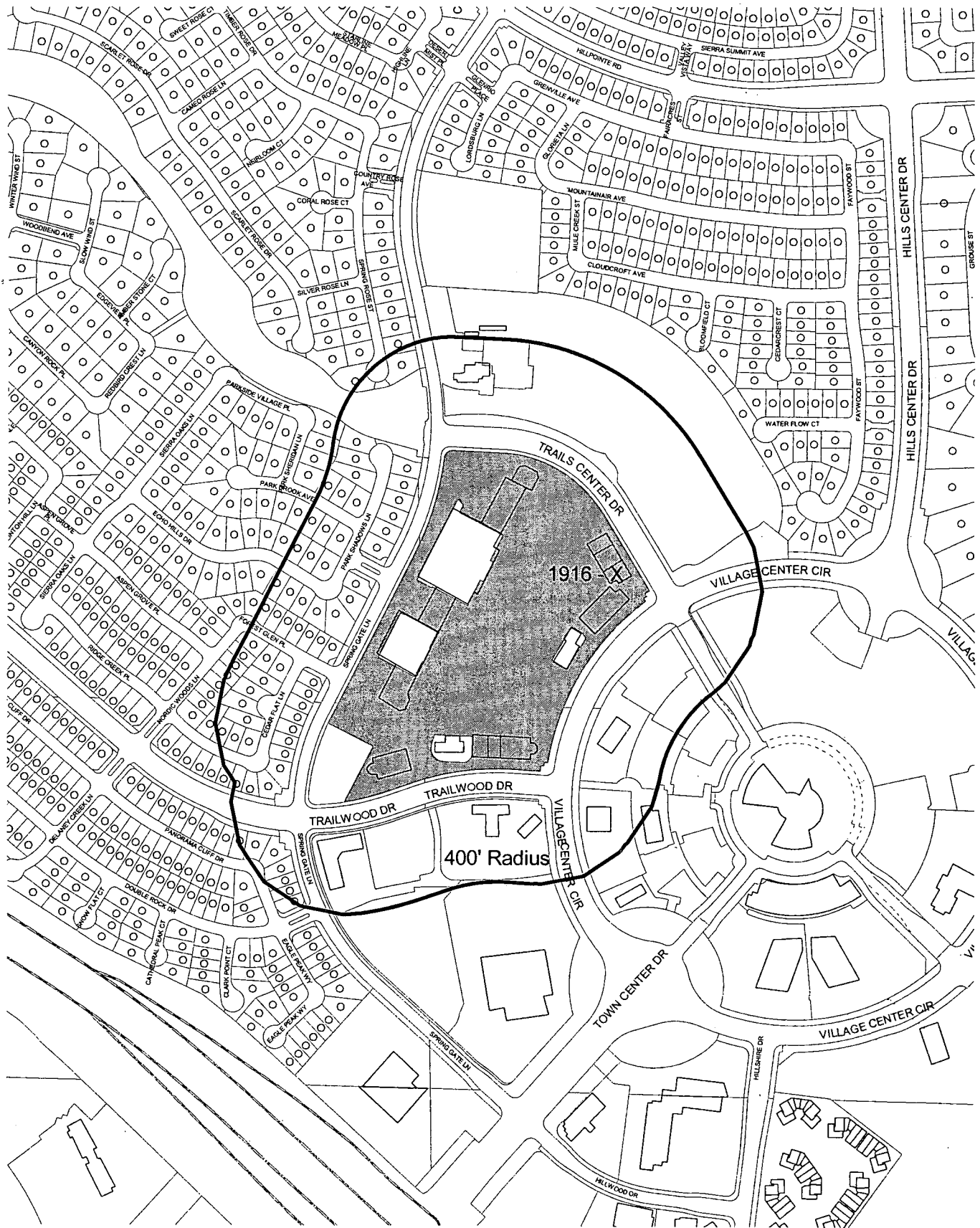
MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

Benedict's Garden Bistro & Terrace



0 200 400 Feet



6



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Ownership and Business Name for a Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, From: LVH Restaurants, Inc., dba Houlihans (Non-operational), Kerri L. Verhey, Mgr, Mmbr, 25%, Donald K. White, Jr., Mgr, Mmbr, 25%, George M. Sorrentino, Mgr, Mmbr, 25%, Brian A. Sorrentino, Mgr, Mmbr, 25%, To: Sonoran Barbeque Nevada, LLC, dba Famous Dave's, 1951 North Rainbow Boulevard, Vincent J. Morrissey, Mgr, Mmbr, 40%, William C. Dworak, Mgr, Mmbr, 40%, Randall R. Frederick, Mgr, Mmbr, 20%, David M. Dworak, Key Employee - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Ownership and Business Name for a Supper Club License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30: APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Coco Nuts, LLC, William R. Phillips, Mgr, Mmbr, 100%, To: RLB I, LLC, dba Willy's, 2202 Paradise Road, James B. Bayne, Mgr, Mmbr, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30: APPROVED under separate actions (see individual items)

NOTE: In addition to abstaining on Items 9-12 under Item 3, **COUNCILWOMAN McDONALD** disclosed that she would be voting on Items 8 and 13, although she is an outside director for Station Casinos, who holds privileged licenses for alcohol and gaming, as do the applicants in Items 8 and 13. She has not discussed these items with Station Casinos and she did not feel her affiliation would impact her judgment. She reviewed these disclosures with the City Attorney, who opined that these items would have no material impact on Station Casinos.

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 8 – Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Coco Nuts, LLC, William R. Phillips, Mgr, Mmbr, 100%, To: RLB I, LLC, dba Willy's, 2202 Paradise Road, James B. Bayne, Mgr, Mmbr, 100% - Ward 3 (Reese)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Union Plaza Operating Company, John D. Gaughan, Chairman, CEO, J. K. Houssels, Vice-Chairman, Treas, Roy A. Galyean, Dir, Pres, COO, To: Barrick-UPG, LLC, dba Union Plaza Hotel & Casino, 1 South Main Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

None

MOTION:

GOODMAN – APPROVED Items 9, 10, 11, and 12 as amended to reflect 100% ownership by Barrick Gaming – **UNANIMOUS** with L.B. McDONALD abstaining due to direct competition with Station Casinos, for which she serves as outside director and MACK also abstaining because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming

MINUTES:

ATTORNEY ANTHONY CABOT, Lionel, Sawyer, and Collins, was present representing the four applications. He was accompanied by PHILLIP FLAHERTY and DAVID BARRICK.

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 9 - Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Union Plaza Operating Company, John D. Gaughan, Chairman, CEO, J. K. Houssels, Vice-Chairman, Treas, Roy A. Galyean, Dir, Pres, COO, To: Barrick-UPG, LLC, dba Union Plaza Hotel & Casino, 1 South Main Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

MINUTES – Continued:

CITY ATTORNEY JERBIC answered for MAYOR GOODMAN that there was an error in the ownership percentage for all four items. ATTORNEY CABOT corrected that Barrick Gaming Corporation owns 100% of Barrick Gaming Investments, not 96.226% as the four subject matters on all four items indicate. Therefore, C-Bar owns none.

MAYOR GOODMAN then indicated that he requested these matters be brought forward because he wanted to comment on the historic value to the renaissance of downtown. The new blood, energy, and infusion of monies that has gone into downtown in the past two years are extraordinary, particularly around the Fremont Street Experience, but Barrick's acquisition of gaming properties downtown gives him even greater confidence that the goals of the Council will be realized. He welcomed Barrick Gaming and offered his full assistance.

MAYOR GOODMAN and COUNCILMAN WEEKLY joined ATTORNEY CABOT, PHILLIP FLAHERTY, and DAVID BARRICK at the podium who were subsequently joined by celebrity ED McMAHON, the new spokesman for Barrick Gaming. MR. McMAHON said he is thrilled to be part of the renovation downtown.

(9:54 – 10:02)

1-1510

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

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

Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Exber, Inc., John D. Gaughan, Dir, Pres, Secy, Treas, Wayne M. Starker, Dir, VP, Gaughan 1993 Survivor's Trust, 27.5469%, John D. Gaughan, Trustee, Gaughan 1993 Marital Trust, 44.0002%, John D. Gaughan, Trustee, To: Barrick-WG, LLC, dba Western Hotel & Casino, 899 Fremont Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

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

Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

None

MOTION:

GOODMAN – APPROVED Items 9, 10, 11, and 12 as amended to reflect 100% ownership by Barrick Gaming – **UNANIMOUS** with L.B. McDONALD abstaining due to direct competition with Station Casinos, for which she serves as outside director and MACK also abstaining because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 10 - Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Exber, Inc., John D. Gaughan, Dir, Pres, Secy, Treas, Wayne M. Starker, Dir, VP, Gaughan 1993 Survivor's Trust, 27.5469%, John D. Gaughan, Trustee, Gaughan 1993 Marital Trust, 44.0002%, John D. Gaughan, Trustee, To: Barrick-WG, LLC, dba Western Hotel & Casino, 899 Fremont Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

MINUTES:

ATTORNEY ANTHONY CABOT, Lionel, Sawyer, and Collins, was present representing the four applications. He was accompanied by PHILLIP FLAHERTY and DAVID BARRICK.

See Item 9 for all discussion.

(9:54 – 10:02)

1-1510

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

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DISCUSSION

SUBJECT:

Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Gaughan South, Inc., John D. Gaughan, Dir, Pres, 100%, To: Barrick-GSG, LLC, dba Gold Spike Hotel & Casino, 400 Ogden Avenue, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

None

MOTION:

GOODMAN – APPROVED Items 9, 10, 11, and 12 as amended to reflect 100% ownership by Barrick Gaming – **UNANIMOUS** with L.B. McDONALD abstaining due to direct competition with Station Casinos, for which she serves as outside director and MACK also abstaining because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming

MINUTES:

ATTORNEY ANTHONY CABOT, Lionel, Sawyer, and Collins, was present representing the four applications. He was accompanied by PHILLIP FLAHERTY and DAVID BARRICK.

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 11 – Approval of Change of Ownership for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Gaughan South, Inc., John D. Gaughan, Dir, Pres, 100%, To: Barrick-GSG, LLC, dba Gold Spike Hotel & Casino, 400 Ogden Avenue, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

MINUTES - Continued:

See Item 9 for all discussion.

(9:54 – 10:02)

1-1510

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Business Name for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Exber, Inc., dba Las Vegas Club, John D. Gaughan, Dir, Pres, Secy, Treas, Wayne M. Starker, Dir, VP, Gaughan 1993 Survivor's Trust, 27.5469%, John D. Gaughan, Trustee, Gaughan 1993 Marital Trust, 44.0002%, John D. Gaughan, Trustee, To: Barrick-LVCG, LLC, dba Las Vegas Club Hotel & Casino, 18 Fremont Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership and Business Name for a Tavern License and a new Non-restricted Gaming License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

None

MOTION:

GOODMAN – APPROVED Items 9, 10, 11, and 12 as amended to reflect 100% ownership by Barrick Gaming – **UNANIMOUS** with L.B. McDONALD abstaining due to direct competition with Station Casinos, for which she serves as outside director and MACK also abstaining because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 12 – Approval of Change of Ownership and Business Name for a Tavern License and a new Non-restricted Gaming License subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Exber, Inc., dba Las Vegas Club, John D. Gaughan, Dir, Pres, Secy, Treas, Wayne M. Starker, Dir, VP, Gaughan 1993 Survivor's Trust, 27.5469%, John D. Gaughan, Trustee, Gaughan 1993 Marital Trust, 44.0002%, John D. Gaughan, Trustee, To: Barrick-LVCG, LLC, dba Las Vegas Club Hotel & Casino, 18 Fremont Street, Phillip L. Flaherty, COO, Barrick Gaming Operations, LLC, Managing Mmbr, 100%, Phillip L. Flaherty, COO, Barrick Gaming Investments, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 96.226%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy, General Counsel, Phillip L. Flaherty, COO, C-Bar Investments, LLC, Mmbr, 3.774%, Barrick Corporation, Managing Mmbr, 12.5%, David W. Barrick, Dir, CEO, Asst Secy, Treas, Stephen A. Crystal, Dir, Pres, EVP, Secy - Ward 5 (Weekly)

MINUTES:

ATTORNEY ANTHONY CABOT, Lionel, Sawyer, and Collins, was present representing the four applications. He was accompanied by PHILLIP FLAHERTY and DAVID BARRICK.

See Item 9 for all discussion.

(9:54 – 10:02)

1-1510

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Almeida & Almeida, dba Maggie's Tavern, William E. Almeida and Margarita Almeida, 100% jointly as husband and wife, To: Claudio Garcia, dba Sin Fronteras Bar & Night Club, 1203 East Charleston Boulevard, Suites I & J, Claudio H. Garcia, 100% - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

None

MOTION:

WEEKLY – APPROVED as recommended and subject to a six-month (9/15/2004) review – UNANIMOUS

NOTE: In addition to abstaining on Items 9-12 under Item 3, COUNCILWOMAN McDONALD disclosed that she would be voting on Items 8 and 13, although she is an outside director for Station Casinos, who holds privileged licenses for alcohol and gaming, as do the applicants in Items 8 and 13. She has not discussed these items with Station Casinos and she did not feel her affiliation would impact her judgment. She reviewed these disclosures with the City Attorney, who opined that these items would have no material impact on Station Casinos.

MINUTES:

The applicant was present.

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 13 – Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Almeida & Almeida, dba Maggie's Tavern, William E. Almeida and Margarita Almeida, 100% jointly as husband and wife, To: Claudio Garcia, dba Sin Fronteras Bar & Night Club, 1203 East Charleston Boulevard, Suites I & J, Claudio H. Garcia, 100% - Ward 5 (Weekly)

MINUTES – Continued:

COUNCILMAN WEEKLY indicated he would like a six-month review imposed on this matter. JIM DiFIORE, Manager, Business Services, concurred, explaining that this has been a neighborhood bar for many years. The owner intends to operate the bar in nightclub fashion on weekends with music.

(9:53 – 9:54)

1-1458

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Auctioneer License, Kuhn & Kuhn, dba DKS Kuhn Auctions, 7670 West Lake Mead Boulevard, Suite 100, Daniel R. Kuhn and Sandra L. Kuhn, 100% jointly as husband and wife - Ward 4 (Brown)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Auctioneer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – UNANIMOUS with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30: APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)
1-1314

DSK Kuhn Auctions



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Ownership and Business Name for a Martial Arts Instruction Business License, From: Witz & Witz, dba AAA Action USA Black Belt Academy, Stanley A. Witz and Michelle A. Witz, 100% jointly as husband and wife, To: Pilcher & Pilcher, dba USA Black Belt Studio, 3250 North Tenaya Way, Suite 113, Lawrence D. Pilcher and Susan M. Pilcher, 100% jointly as husband and wife - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Ownership and Business Name for a Martial Arts Instruction Business License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30: APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for a Pistol Permit subject to the provisions of the planning and fire codes, Jan Van Oosten, dba Van's Guns, From: 1717 South Decatur Boulevard, Booth J33H, To: 5650 West Charleston Boulevard, #1, Jan Van Oosten, 100% - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Pistol Permit

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30: APPROVED under separate actions (see individual items)

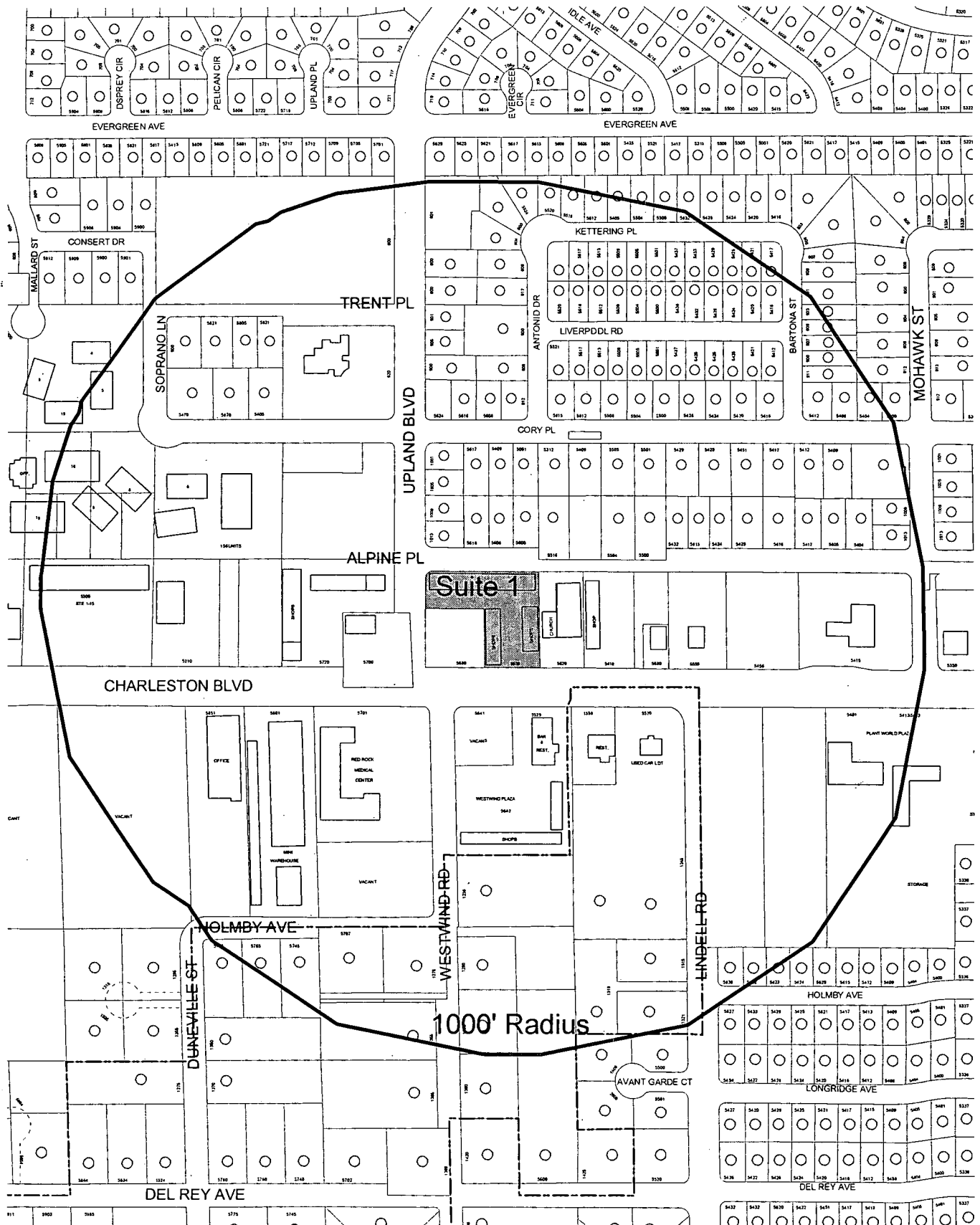
MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

Van's Guns



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Psychic Art and Science License, Keshia Zane, dba Goddess Butterfly, 6848 West Charleston Boulevard, La Keshia S. Zane, 100% - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Psychic Art and Science License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

NOTE: In addition to abstaining on Items 9-12, 18, 28, and 46, COUNCILMAN MACK disclosed that the location involved in Item 17 is near a SuperPawn shop, for which he does consulting, and is owned by his brother STEVEN MACK. However, he did not believe the application would affect his brother's shop, and he felt comfortable voting because he had not discussed the application with his brother.

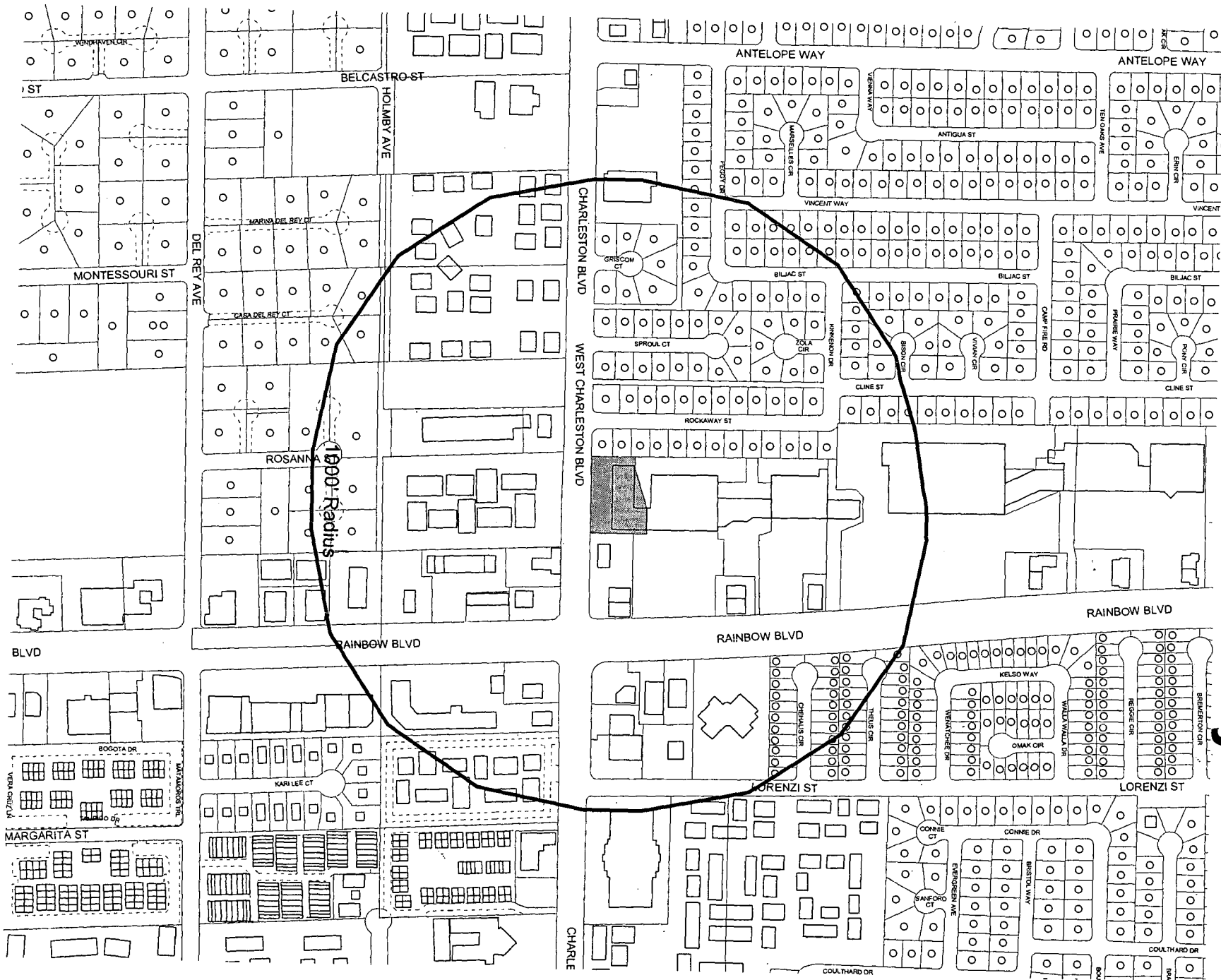
MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

Goddess Butterfly



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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Class II Secondhand Dealer License subject to the provisions of the fire codes, Camco, Inc., dba Z Trading Post, 3270 South Valley View Boulevard, Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

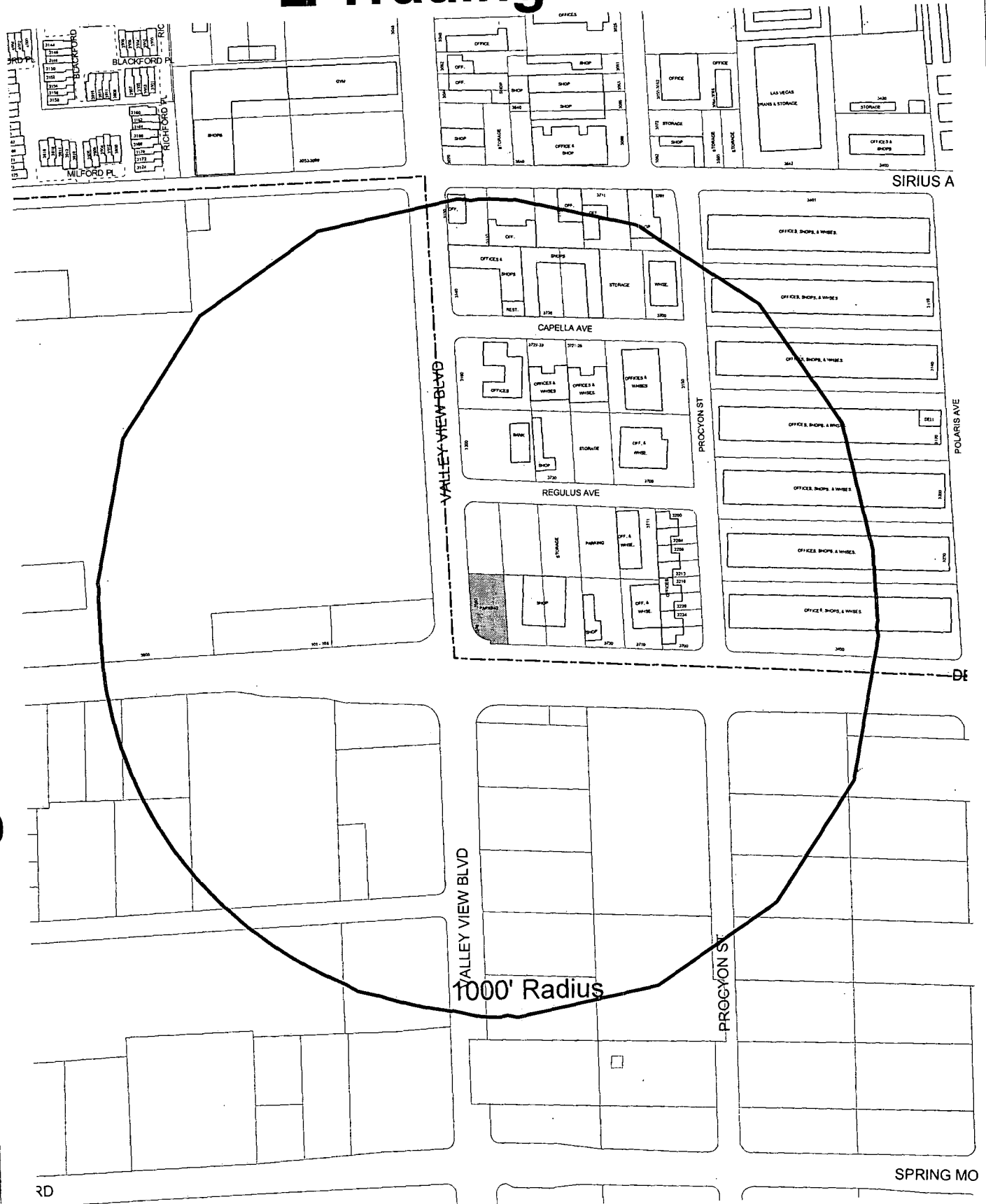
MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

Z Trading Post



0 200 400 Feet

18



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for the Nevada Arts Council, Location: Charleston Heights Art Center, Date: March 25, 2004, Type: Special Event Beer/Wine/Cooler, Event: Governor's Arts Awards, Responsible Person in Charge: Frank Gillette - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License for the Nevada Arts Council

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

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

Preapproval of award of Bid Number 04.1730.18-LED, Gowan North Channel, Phase 3 - Durango Drive to Lone Mountain Road to the lowest responsive and responsible or best bidder - Department of Public Works - (\$6,000,000 - Road and Flood Capital Project Fund) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount: \$6,000,000**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Road and Flood CPF****PURPOSE/BACKGROUND:**

This project consists of the construction of approximately 5,800 lineal feet of reinforced concrete channel, 390 lineal feet of reinforced concrete arch box culvert, transition structures, headwalls, and 440 lineal feet of reinforced concrete box culverts between Durango Drive and El Capitan/Lone Mountain intersection and includes a simple span concrete bridge at Craig Road.

PCC: L. E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid Number 04.1730.18-LED, Gowan North Channel, Phase 3 - Durango Drive to Lone Mountain Road to the lowest responsive and responsible or best bidder and preapprove the construction conflicts and contingency reserve as set by Finance and Business Services. Authority to execute contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004
Consent – Finance and Business Services
Item 20 – Bid No. 04.1730.18

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

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

Approval to use North Las Vegas Bid Number B-1143 contract award for the purchase of police cars - Department of Field Operations - Award recommended to: FRIENDLY FORD (\$42,304 - Automotive Operations Internal Service Fund)

Fiscal Impact☐**No Impact****Amount:** \$42,304☒**Budget Funds Available****Dept./Division:** Field Operations☐**Augmentation Required****Funding Source:** Automotive Operations ISF**PURPOSE/BACKGROUND:**

On October 1, 2003, the North Las Vegas City Council approved the award of Bid Number B-1143 for the purchase of police cars. This request will allow the City to purchase two (2) additional police cars for use by Detention and Enforcement.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of other local governments.

PCC: D. Rawski

POC: Bart Peterson - (702) 877-6526

CFN: 040239-DAR

RECOMMENDATION:

That the City Council approve the use of North Las Vegas Bid Number B-1143 for the purchase of police cars to Friendly Ford in the amount of \$42,304. Authority to execute contract is given to Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED under separate actions** (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004
Consent – Finance and Business Services
Item 21 – North Las Vegas Bid No. B-1143

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to use Las Vegas Valley Water District Bid Number 1046-03, Annual Requirements Contract for Mobile Fleet Washing Services - Department of Field Operations - Award recommended to: GEYSER MOBILE WASH (Estimated annual amount of \$40,000 - Automotive Operations Internal Service Fund)

Fiscal Impact

☐ No Impact	Amount: \$40,000
☒ Budget Funds Available	Dept./Division: Field Operations
☐ Augmentation Required	Funding Source: Automotive Operations ISF

PURPOSE/BACKGROUND:

On February 17, 2004, the Las Vegas Valley Water District Board of Directors approved the award of Bid Number 1046-03 for an annual requirements contract for mobile fleet washing services.

This request is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of other local governments.

PCC: D. Rawski

POC: Max McKee - (702) 361-9606

CFN: 040241-DAR

RECOMMENDATION:

That City Council approve use of Las Vegas Valley Water District Bid No. 1046-03, Mobile Fleet Washing to Geyser Mobile Wash from date of award to 03/31/05 with 4, one-year renewal options in the annual amount of \$40,000. Authority to execute contract is given to Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30: APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 22 – Las Vegas Valley Water District Bid No. 1046-03

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for an Alpha Server - Department of Information Technologies - Award recommended to: HEWLETT PACKARD COMPANY (\$334,407 - Computer Services Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$334,407

☒

Budget Funds Available

Dept./Division: Information Technologies

☐

Augmentation Required

Funding Source: Computer Services ISF

PURPOSE/BACKGROUND:

The migration of the Financial ERP to release 11i of the Oracle E-Business Suite necessitates this requirement for an increase in processor memory and data storage facilities.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(g), hardware and associated peripheral equipment and devices for computers.

PCC: G. Leaf

POC: Jon Allen - (800) 727-2472

CFN: 040255-GL

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for an Alpha Server to Hewlett Packard Company in the amount of \$334,407.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

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

Approval of award of Contract 040204, consultant contract for financial services - Department of Finance and Business Services - Award recommended to: NEVADA STATE BANK PUBLIC FINANCE (Not to Exceed \$300,000 - Various Funds)

Fiscal Impact☐**No Impact****Amount:** NTE \$300,000☒**Budget Funds Available****Dept./Division:** Finance and Business Services☐**Augmentation Required****Funding Source:** Various Funds**PURPOSE/BACKGROUND:**

This contract is one of a group of three task order type contracts that provide pre-negotiated labor rates for financial consulting services and pre-negotiated fees for debt issuance services from March 17, 2004 through December 31, 2006. Contract value is an estimate and funding will be provided through the award of each task order.

This request is exempt from the competitive bidding procedures pursuant to NRS 332.115(b), professional services.

PCC: Denise Kaplan

POC: Andrew Artusa - (702) 796-3455

RECOMMENDATION:

The City Council approve the award of Contract 040204 to Nevada State Bank Public Finance, from March 17, 2004 to December 31, 2006 in an amount not to exceed \$300,000 for the three years. Authority to execute contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 24 – Approval of award of Contract 040204 to Nevada State Bank Public Finance

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

ATTACHMENT 2

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship - the owner of the business; (b) corporation - the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership - the general partner and limited partners; (d) limited liability company - the managing member as well as all the other members; (e) trust - the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

[Block 1] Contracting Entity

Name
Nevada State Bank Public Finance, A
Subsidiary of Zions First National Bank

Address
750 East Warm Springs Road, Suite 290
Las Vegas, Nevada 89119

Telephone
(702) 796-7080

EIN or DUNS
87-0189025

[Block 2] Description

Subject Matter of Contract/Agreement

Financial Services

RFP#

[Block 3]**Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Corporation ☒ Corporation ☐ Trust ☐ Other:

ATTACHMENT 2

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)****[Block 4] Disclosure of Ownership and Principals**

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

	<u>FULL NAME/TITLE</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	Please see attached sheets		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 2.

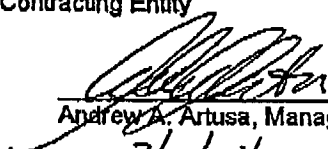
[Block 5] DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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


Andrew A. Artusa, Managing Director

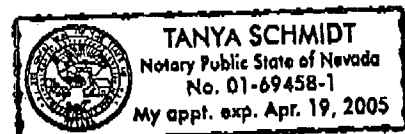
Date 3/2/04

Subscribed and sworn to before me this 2nd day of

March 2003-2004

Tanya Schmidt

Notary Public



Nevada State Bank Public Finance, as a subsidiary of Zions First National Bank, operates under Zions Bank Public Finance. Zions Bancorporation is a publicly held corporation listed on the National Association of Securities Dealers Automated Quotations (NASDAQ) with the trading symbol "ZION". Zions Savings Bank was founded in 1873 in Salt Lake City. Zions Bancorporation was created in 1961 to own Zions First National Bank, the successor to Zions Savings Bank.

Zions Bancorporation is a publicly held corporation listed on the National Association of Securities Dealers Automated Quotations (NASDAQ) with the trading symbol "ZION".

The following table sets forth as of March 3, 2003, the record and beneficial ownership of the Company's common stock by the principal common shareholders (5% or more) of the Company.

<u>Name and Address</u>	<u>Type of Ownership</u>	<u>Common Stock</u>	
		<u>No. of Shares</u>	<u>% of Class</u>
Putnam Investment Management, LLC One Post Office Square Boston, MA 02109	Beneficial	7,482,798	8.26%

Zions has six banking subsidiaries operating branches in eight western states: Zions First National Bank (Utah & Idaho), California Bank & Trust, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado (Colorado & New Mexico), The Commerce Bank of Washington.

Additionally, Zions Bancorporation owns several significant businesses. Zions Small Business Finance is the nation's 7th largest originator of Small Business Administration guaranteed loans. Zions Agricultural Finance is the nation's largest originator of secondary market agricultural mortgages. Zions Bank Public Finance is the 6th largest municipal finance advisor in the nation. Zions Credit Corporation provides equipment financing throughout the Intermountain West. Zions Insurance Agency provides insurance products throughout the West.

Set forth below is the beneficial ownership, as of March 3, 2003, of Zions common stock by each of Zions directors, and all directors and officers as a group.

<u>Directors and Officers</u>	<u>No. of Shares Beneficially Owned</u>	<u>% of Class</u>
Bruce K. Alexander	47,576	* 1/
A. Scott Anderson	142,821	* 1/
Doyle L. Arnold	35,707	* 1/
Jerry C. Atkin	28,800	* 1/
Nolan Bellon	44,966	* 1/
David E. Blackford	50,821	* 1/
Danne L. Buchanan	114,070	* 1/
R. D. Cash ^{3/}	46,000	* 1/
Gerald J. Dent	193,320	* 1/
Michael DeVico	18,916	* 1/
Patricia Frobes ^{4/}	0	* 1/
John J. Gisi	134,916	* 1/
W. David Hemingway	234,842	* 1/
Clark B. Hinckley	98,620	* 1/
Richard H. Madsen	226,104	* 1/
William E. Martin	125,117	* 1/
Roger B. Porter ^{2/}	22,000	* 1/
Stephen D. Quinn	3,000	* 1/
Stanley D. Savage	21,866	* 1/
Harris H. Simmons	2,606,061 ^{2/}	2.88%
L. E. Simmons ^{2/}	219,519 ^{2/}	2.43%
Shelley Thomas Williams	11,825	* 1/
I. J. Wagner ^{3/}	31,000	* 1/
Merrill S. Wall	36,791	* 1/
All directors and officers as a group (24 persons)	4,476,108	4.89%

1/ Immaterial percentage of ownership (Less than 1%).

2/ Totals include 1,814,488 shares attributed to each individual through serving as a director in a company holding such shares.

3/ These individuals also own phantom stock through Zions' Deferred Compensation Plan for Directors that is not included in the above totals. The amount of phantom stock held as of March 3, 2003 was as follows: Mr. Cash, 26,643 shares; Mr. Porter, 12,049 shares; Mr. L. E. Simmons, 7,757 shares; and Mr. Wagner, 3,127 shares.

4/ Ms. Frobes is a nominee to become a director.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

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

Approval of award of Contract 040205, consultant contract for financial services - Department of Finance and Business Services - Award recommended to: HOBBS, ONG & ASSOCIATES (Not to Exceed \$300,000 - Various Funds)

Fiscal Impact☐**No Impact****Amount:** NTE \$300,000☒**Budget Funds Available****Dept./Division:** Finance and Business Services☐**Augmentation Required****Funding Source:** Various Funds**PURPOSE/BACKGROUND:**

This contract is one of a group of three task order type contracts that provide for pre-negotiated labor rates for financial consulting services and pre-negotiated fees for debt issuance services from March 17, 2004 through December 31, 2006. Contract value is an estimate and funding will be provided through the award of each task order

This request is exempt from the competitive bidding procedures pursuant to NRS 332.115(b), professional services.

PCC: Denise Kaplan

POC: Kathy Ong - (702) 733-7223

RECOMMENDATION:

The City Council approve the award of Contract 040205 to Hobbs, Ong & Associates, from March 17, 2004 to December 31, 2006 in an amount not to exceed \$300,000 for the three years. Authority to execute contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 25 – Approval of award of Contract 040205 to Hobbs, Ong & Associates

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
Hobbs, Ong & Assoc., Inc.
Name 3900 Paradise Rd, 152 Las Vegas, NV 89109
Address 702-733-7223
Telephone 88-0350529
EIN or DUNS

Block 2 Description
Subject Matter of Contract/Agreement
Financial Services
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Guy S. Hobbs	3900 Paradise Road, Suite 152 Las Vegas, NV 89109	702-733-7223
2.	Katherine Ong	Same as above	Same as above
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

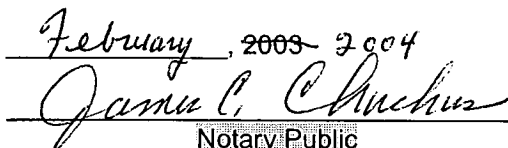


Name

2/18/04

Date

Subscribed and sworn to before me this 18th day of

February, 2003-2004

Notary Public

JAMES C. CHACHAS
Notary Public, State of Nevada
Appointment No. 02-72935-1
My Appt. Expires Nov. 1, 2005

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

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

Approval of award of Contract 040206, consultant contract for financial services - Department of Finance and Business Services - Award recommended to: JOHNSON CONSULTING GROUP
(Not to Exceed \$300,000 - Various Funds)

Fiscal Impact

☐	No Impact	Amount: NTE \$300,000
☒	Budget Funds Available	Dept./Division: Finance and Business Services
☐	Augmentation Required	Funding Source: Various Funds

PURPOSE/BACKGROUND:

This contract is one of a group of three task order type contracts that provide pre-negotiated labor rates for financial consulting services and pre-negotiated fees for debt issuance services from March 17, 2004 through December 31, 2006. Contract value is an estimate and funding will be provided through the award of each task order.

This request is exempt from the competitive bidding procedures pursuant to NRS 332.115 (b), professional services.

PCC: Denise Kaplan

POC: Marty Johnson - (702) 294-5100

RECOMMENDATION:

The City Council approve the award of Contract 040206 to Johnson Consulting Group, from March 14, 2004 to December 31, 2006 in an amount not to exceed \$300,000 for the three years. Authority to execute contract on behalf of the City is given to the Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30: APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 26 – Approval of award of Contract 040206 to Johnson Consulting Group

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
JOHNSON CONSULTING GROUP	
Name	1400 WYOMING ST. STE 3
Address	1. SULLY DR CITY, NV 89005
Telephone	702 294-5100
EIN or DUNS	88-0455690

Block 2	Description
Subject Matter of Contract/Agreement	
Financial Services	
RFP#	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	MARION R. JOHNSON	1400 WYOMING ST D3	702-294-5100
2.	PRESIDENT	SPRINGFIELD CITY, NV 89005	
3.	CHARLANN JOHNSON	SAME	SAME
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

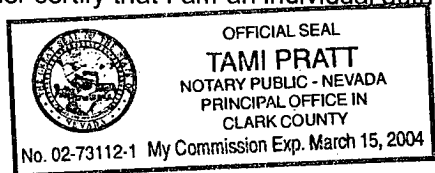
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

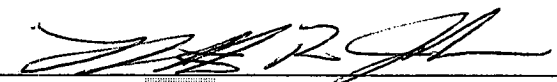
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



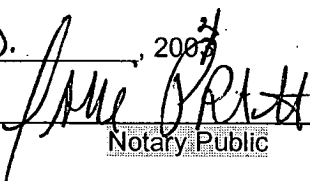


 Name

 FEBRUARY 25, 2004

 Date

Subscribed and sworn to before me this 25 day of

FEB. 25, 2004


 Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for Panasonic Toughbook Computers - Department of Information Technologies - Award recommended to: PROTECH COMPUTER SYSTEMS, INC. (\$275,000 - Computer Services Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$275,000

☒

Budget Funds Available

Dept./Division: Information Technologies

☐

Augmentation Required

Funding Source: Computer Services ISF

PURPOSE/BACKGROUND:

Approval of this request will allow for the purchase of Panasonic Toughbook Computers for Public Works, Field Operations and Neighborhood Services. These toughbooks will allow assigned employees to generate, acknowledge and resolve work orders from the field through the use of the Hansen software application.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(g), hardware and associated peripheral equipment and devices for computers.

PCC: G. Leaf

POC: Dan Murphy - (303) 430-0433

CFN: 040249-GL

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for Panasonic Toughbook Computers to ProTech Computer Systems, Inc. in the amount of \$275,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – UNANIMOUS with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30: APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Finance and Business Services

Item 27 – Approval of issuance of a purchase order for Panasonic Toughbook Computers to Protech Computer Systems, Inc.

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

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

Approval of award of Bid Number 040220-LED, Demolition of Fifteen Buildings, 1309 through 1425 Laurelhurst Drive and 4817 through 4917 Westmoreland Drive (excluding 4909 Westmoreland Drive), and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award Recommended to: INDUSTRIAL SUPPORT TECHNOLOGIES, INC. (\$103,250 - Affordable Housing Special Revenue Fund) - Ward 1 (Moncrief)

Fiscal Impact☐**No Impact****Amount: \$103,250**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: Affordable Housing SRF****PURPOSE/BACKGROUND:**

This project consists of the demolition of fifteen (15) buildings located at 1309 through 1425 Laurelhurst Drive and 4817 through 4917 Westmoreland Drive, excluding 4909 Westmoreland Drive. Work includes removal of all debris from the site and placement of dust suppressant. Each building is approximately 3400 square feet and consists of two floors.

PCC: L. E. Davis

POC: Skip Lowe - (702) 565-5949

RECOMMENDATION:

That City Council approve award of Bid Number 040220-LED, Demolition of 15 Buildings to Industrial Support Technologies, Inc. in the amount of \$103,250 and approve construction conflicts and contingency reserve of \$10,325. Authority to execute contract is given to Purchasing Manager per R-145-2001.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED under separate actions** (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004
Consent – Finance and Business Services
Item 28 – Bid No. 040220

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: FIRE & RESCUE**DIRECTOR: DAVID L. WASHINGTON**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of the donation of one (1) 1997 F450 fire rescue unit to the Las Vegas Metropolitan Police Department (LVMPD) in accordance with Nevada Revised Statutes 332.185

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

Las Vegas Fire & Rescue would like to donate one (1) F450 fire rescue unit (#1428) to the LVMPD. The unit has an odometer reading of 64,749 and is considered retired from the Fire Department's current emergency fleet. This rescue unit would be used specifically during Special Weapons and Tactics (SWAT) operations and would initially prevent our fire personnel from responding as a stand-by unit to these types of calls which could last many hours. Metro plans on using a LVMPD Physician and a SWAT Medic to staff the rescue unit. This action is allowed according to NRS 332.185. The estimated value of this vehicle is between \$5,000 and \$8,000.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Bill of Sale

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED** under separate actions (see individual items)**MINUTES:**

There was no discussion.

(9:49 – 9:53)

1-1314

BILL OF SALE

For value received, the City of Las Vegas, Nevada, assigns and transfers to Las Vegas Metropolitan Police Department Support Services / Special Weapons & Tactics (SWAT) 400 E. Stewart Avenue, Las Vegas, Nevada 89101

As "Assignee," all rights, title and interest of the City of Las Vegas in and to the following property situated in the County of Clark.

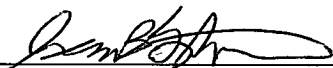
One (1) 1997 Ford F-450 Rescue Vehicle
VIN # 1FDLF47FOVEA23393 CLV # 1428

The City of Las Vegas, Nevada does hereby warrant, represent to and covenant to and with said ASSIGNEE that at the time of execution hereof, the City of Las Vegas is lawfully possessed in its own right of good title to the above described property and that it has good right and lawful authority to see and deliver the same, and that same is free of all encumbrances of any kind whatsoever.

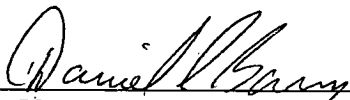
FURTHER, it is expressly understood and agreed that ASSIGNEE hereby absolves the City of Las Vegas, Nevada of any and all liability whatsoever of and in said acquired property described herein and will forever, hold the City of Las Vegas harmless of any claim or liability of any kind whatsoever arising out of the use of said property for any purpose from the date of the execution of this BILL OF SALE.

FURTHER, the ASSIGNEE agrees that the property acquired herein is "AS IS - WHERE IS" and ASSIGNEE assumes full and complete responsibility for the property's use and/or disposition.

WITNESS the hand of the City of Las Vegas this 17 day of March, 2004.



Oscar B. Goodman, Mayor



Las Vegas Metropolitan
Police Department

ATTEST:

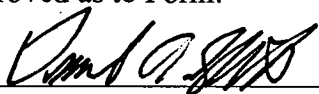


Barbara Jo Ronemus, City Clerk



Title

Approved as to Form:



Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2003

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

ABEYANCE ITEM - Approval and settlement of contract language between the City of Las Vegas and the Las Vegas Police Protective Association (LVPPA) (\$560,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$560,000

☐

Budget Funds Available

Dept./Division: City Manager

☒

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

Subsequent to the ratification of the Collective Bargaining Agreement with the LVPPA on November 19, 2003, a dispute arose over the interpretation and implementation of the retroactive adjustment of the Article 17 (Wages). The incremental increase in cost of moving all individuals two steps is \$560,000 over the four year contract, including \$396,000 that would require augmentation to the FY04 budget for current and retroactive adjustments.

RECOMMENDATION:

Approve settlement contract language and payment of wage adjustments.

BACKUP DOCUMENTATION:

None

MOTION:

GOODMAN – APPROVED as recommended – UNANIMOUS

MINUTES:

CITY MANAGER SELBY explained that this arose as a result of a dispute after the contract was settled with the Police Protective Association in November 2003. The dispute was over the steps, salary range, and employee eligibility for those steps. Staff recommends resolution in favor of the Association's position, as their representations and arguments are compelling as to such.

MAYOR GOODMAN advised that he met with CITY MANAGER SELBY and CLAUDETTE ENUS, Director of Human Resources, to discuss changes in future contract negotiations. MAYOR GOODMAN desires that negotiations take place in a timely fashion and that staff seek legislation to amend the laws regarding binding arbitration, which puts the City at a distinct disadvantage due to the lack of consensus.

(10:02 – 10:04)

1-1803

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of First Amendment to Housing Opportunities for Persons with AIDS (HOPWA) Program Agreement between the City of Las Vegas and Diversity Leadership Institute located at 1110 Ralston Drive - Ward 5 (Weekly)

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

Diversity Leadership Institute currently provides housing and supportive services to formerly incarcerated persons living with HIV/AIDS during their transition from the criminal justice system to the community. City Council approved Diversity Leadership Institute's current Agreement on March 10, 2002. In order to attain identified objectives, restructuring of allocated funds within original budget is required.

RECOMMENDATION:

Staff recommends approval and authorization of the Mayor to execute the Amended Agreement with Diversity Leadership Institute.

BACKUP DOCUMENTATION:

First Amendment to Housing Opportunities for Persons With AIDS (HOPWA) Program Agreement

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED** under separate actions (see individual items)**MINUTES:**

There was no discussion.

(9:49 – 9:53)

1-1314

FIRST AMENDMENT TO
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROGRAM AGREEMENT

THIS FIRST AMENDMENT TO HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) AGREEMENT is made and entered into this 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and DIVERSITY LEADERSHIP INSTITUTE ("Provider"), whose primary address at the date of execution is 51 N. Pecos, Suite 105, Las Vegas, NV, 89101.

RECITALS

WHEREAS, the City and Provider entered into a HOPWA Agreement ("Agreement") dated March 20, 2002, to provide permanent housing for formerly incarcerated persons living with HIV as they make the transition from the criminal justice system to the community; and

WHEREAS, THE City and Provider desire to change certain provisions of the Agreement concerning the tasks to be performed, disposition of program income, and program budget;

NOW THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Provider agree to amend the Agreement, retroactive to March 20, 2002, as follows:

1. Section I, Scope Of Service, sub-section (B)(1), entitled "Tasks to be performed," shall be deleted in its entirety and replaced with the following:

Identify, negotiate, and prepay annual lease; manage and operate up to twelve (12) housing units for formerly incarcerated clients living with HIV; and, sublet units to clients at rental amounts, including utilities, based on HUD's guidelines specified in 24CFR310(d): 30-percent of the family's monthly adjusted income; 10-percent of the family's gross income; or, if the family is receiving payments for welfare assistance from a public agency and a part of the payments is designated by the agency to meet the family's housing costs, the portion of the payments that is designated.

Provider hereby agrees to provide support to each resident during their reentry to ensure accessibility to community-based medical

4. Exhibit "C," entitled, "City of Las Vegas – Request For Release Of Funds," shall be deleted and replaced with the Amended Exhibit "C-1," attached.

.....

• • •

• • •

By 
OSCAR B. GOODMAN, Mayor
"CITY"

ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM J. Pontiac
2/23/04

DIVERSITY LEADERSHIP INSTITUTE

By  _____

REVA ANDERSON, EXECUTIVE DIRECTOR
"PROVIDER"

[illegible]

AMENDED EXHIBIT "A-1"

Diversity Leadership Institute

Budget

Diversity Leadership Institute services will be provided in accordance with the following budget.

Affordable housing program for HIV/AIDS clients recently released from the criminal justice system:

Master Leasing Advance	\$ 43,600
Property Management	\$ 8,400
Operating Expense	\$16,000
Supportive Services	\$25,000
Administrative Expense (7%)	<u>\$ 7,000</u>
TOTAL GRANT AWARD	\$ 100,000

AMENDED EXHIBIT "C-1"

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2003/2004 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Diversity Leadership Institute	Phone: 646-1820
Project: Master Lease Program	FAX: 646-1920
Contact Person: Reva Anderson	E-mail: sistalvn@aol.com

Account Number	Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
	Master Leasing Advance	\$ 43,600			
	Property Management	\$ 8,400			
	Operating Expense	\$ 16,000			
	Supportive Services	\$ 25,000			
	Administrative Expense (7%)	\$ 7,000			
	TOTAL	\$ 100,000			

Signature

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of the Department of Justice sponsored City of Las Vegas Weed and Seed Initiative Interlocal Agreement in the amount of \$114,030 with the Las Vegas Metropolitan Police Department Downtown Area Command - Wards 3 and 5 (Reese and Weekly)

Fiscal Impact☐**No Impact****Amount: \$114,030**☒**Budget Funds Available****Dept./Division: Neigh. Svcs./Neigh. Devel.**☐**Augmentation Required****Funding Source: Weed and Seed****PURPOSE/BACKGROUND:**

The city of Las Vegas Weed and Seed Initiative FY 2003 grant award included \$114,030 for the LVMPD. Funding will be utilized to implement the Downtown Area Command Community Response Team Policing Project located within the Downtown Weed and Seed site and Bolden Area Command Community Oriented Policing Project located in West Las Vegas. The project is designed to offer the Downtown and WLW Weed and Seed targeted area proactive and preventive policing. Overtime assignment of officers will focus on suppression, eradicating open drug/prostitution markets, and associated criminal activity.

RECOMMENDATION:

Staff recommends approval of the Department of Justice sponsored Weed and Seed Interlocal Agreement between the city of Las Vegas and Las Vegas Metropolitan Police Department.

BACKUP DOCUMENTATION:

Weed and Seed Interlocal Agreement between the City of Las Vegas and Metropolitan Police Department

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED** under separate actions (see individual items)**MINUTES:**

There was no discussion.

(9:49 – 9:53)

1-1314

**WEED AND SEED INTERLOCAL
AGREEMENT
between the City of Las Vegas and
Metropolitan Police Department**

THIS INTERLOCAL AGREEMENT, made and entered into this day _____, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Las Vegas Metropolitan Police Department, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 3141 East Sunrise Avenue, Las Vegas, NV 89101

WITNESSETH:

WHEREAS, the CITY has entered into a Grant Agreement with the Executive Office for Weed and Seed in the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), as authorized by Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et Seq., as amended; and

WHEREAS, CITY as Grantee wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services within the three targeted neighborhoods more particularly described as "Downtown", Census Tracts 4.00; 6.00; 7.00; 8.00

WHEREAS, the Subrecipient desires to provide the Program, as described below, which will comply with the following requirements:

1. The Subrecipient's Program must benefit residents within the Weed and Seed target area;
2. The Subrecipient shall assure compliance with the applicable federal requirements and achievement of performance goals.

NOW, THEREFORE, it is agreed between the parties hereto that;

1. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003 Weed and Seed Program known as "Downtown Area Command Community Response Team" that provides activities eligible under the Executive Office for Weed and Seed Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$107,631 in WEED AND SEED funds to be allocated in accordance with the Program Budget. "SUBRECIPIENT" hereby agrees to utilize said WEED AND SEED funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose Services:

Will allow the Subrecipient to implement the Downtown Area Command Community Response Team Policing Project located within the Downtown Weed and Seed site.

Tasks to be Performed:

The Program is designed to offer the Downtown Weed and Seed targeted area proactive and preventive policing. The focus of the proactive policing is zero tolerance arrests of persons contributing to drug sales and associated criminal activity. Officers will be responsible for responding to calls for police service within the Downtown targeted area.

Level of Service to be Provided:

Services will be provided in Census Tracts: 4.00; 6.00; 7.00; 8.00

Goals for Grant period:

Overtime assignment of officers to support existing patrols and activities with the goal of suppression, eradicating open drug markets and prostitution

Improve the quality of life through increased police presence by the creation or expansion of foot and bicycle patrols through the Community Response Team

The Subrecipient will report to the Weed and Seed Steering Committee monthly and the Department of Justice quarterly on the programmatic performance

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

2. The "SUBRECIPIENT" hereby will provide a representative to attend scheduled quarterly meetings of the non-profit organizations in partnership with the City of Las Vegas, Neighborhood Services Department:

A designee chosen at the discretion of SUBRECIPIENT.

C. REPORT DATA

"SUBRECIPIENT" will be required to collect for and provide to the CITY program accomplishments and activity reports concerning the Community Response Team project October 1, 2003 or the date first written above, until September 30, 2004, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT."

"SUBRECIPIENT" shall submit, on a quarterly basis, and on occasion upon request of the CITY, a monthly Progress Status Report, detailing Weed and Seed Downtown area policing results of programmatic performance showing:

- 1) Total drug markets eradicated, or suppressed.
- 2) Total number of arrests.
- 3) Overall expansion of police presence in the Downtown area.
- 4) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 5) Whenever applicable, written narrative of activities and a description of services and assistance provided to the physically and mentally disabled residing in the City of Las Vegas, whereby such narrative will set forth how such activities and services augment equal opportunity for the disabled. Written narrative and description of services shall accompany each reimbursement request.

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

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

D. TIME OF PERFORMANCE

This Agreement provides for WEED AND SEED funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from October 1, 2003 or the date first written above, through September 30, 2004. Furthermore, the CITY shall be liable only for payment proportional to the extent that WEED AND SEED grant award funds are received by the CITY.

2. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services.

"SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

Changes in the Scope of Services as outlined herein must be in accordance with Weed and Seed Initiative regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and the Mayor if funding amounts over \$24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding

amounts of less than \$25,000 are involved. In addition, the Department Director is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the Weed and Seed Initiative funding to the City.

B. RIGHT TO REVIEW AND AUDIT – The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City's representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

C. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

D. INDEMNIFICATION

To the extent permitted by law, including but not limited to NRS Chapters 41 and 354, the SUBRECIPIENT shall protect, indemnify and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the City, its officers, employees or agents, may suffer, or which may be sought against, recovered from or obtainable against the City, its officers, employees or agents, (i) as a result of, by reason of, arising out of, on account of, or in consequence of, the operations of the SUBRECIPIENT, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this Agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the party indemnified hereunder. Any money due the SUBRECIPIENT under and by virtue of this Agreement which is considered necessary by the City for such purpose, may be retained by the City for its protection.

In this connection, it is expressly agreed that the SUBRECIPIENT shall, to the extent permitted by law, at its own expense, defend the City, its officers, employees and agents against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, by reason of, arising out of, on account of, or in consequence of, any act or omission against which the SUBRECIPIENT has indemnified the City. If the SUBRECIPIENT shall fail to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the SUBRECIPIENT, including attorney's fees and court costs.

The SUBRECIPIENT guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with this Agreement.

E. RECORD RETENTION AND INSPECTION

SUBRECIPIENT agrees that the City or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records and proprietary data created or maintained by SUBRECIPIENT for this Agreement. These records and data must be kept and maintained by SUBRECIPIENT for a period of five years after expiration or termination of this Agreement unless written permission for the City is obtained to dispose of material prior to this time.

At any time during the term of this Agreement, or at any time within five years after the expiration or termination of this Agreement, the City or an authorized representative may conduct an audit of SUBRECIPIENT regarding the services provided to the City and if such audit finds the City's dollar liability for such services is to be less than payments made by the City to SUBRECIPIENT then SUBRECIPIENT agrees that the difference shall be either: (1) repaid immediately by SUBRECIPIENT to the City by cash payment or (2) at the City's option, credited against any future payments to SUBRECIPIENT.

3. FEDERAL GENERAL CONDITIONS

Compliance with all pertinent Federal Regulations. Pursuant to 28 Code of Federal Regulations (CFR) Part 66 et. sq., the following regulatory provisions shall apply to this agreement. § 66.21 Payment:

- a) Scope. This section prescribes the basic standard and the methods under which a Federal agency will make payments to grantees, and grantees will make payments to subgrantees and contractors.
- b) Basic standard. Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasury regulations at 31 CFR part 205.
- c) Advances. Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.
- d) Reimbursement. Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and subgrantees may also be paid by reimbursement for any construction grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee or subgrantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or subgrantee will be based on the grantee's or subgrantee's actual rate of disbursement.
- e) Working capital advances. If a grantee cannot meet the criteria for advance payments described in paragraph (c) of this section, and the Federal agency has determined that

reimbursement is not feasible because the grantee lacks sufficient working capital, the awarding agency may provide cash or a working capital advance basis. Under this procedure the awarding agency shall advance cash to the grantee to cover its estimated disbursement needs for the initial period generally geared to the grantee's disbursing cycle. Thereafter, the awarding agency shall reimburse the grantee for its actual cash disbursements. The working capital advance method of payment shall not be used by grantees or subgrantees if the reason for using such method is the unwillingness or inability of the grantee to provide timely advances to the subgrantee to meet the subgrantee's actual cash disbursements.

f) Effect of program income, refunds, and audit recoveries on payment.

(1) Grantees and subgrantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.

(2) Except as provided in paragraph (f)(1) of this section, grantees and subgrantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

g) Withholding payments.

(1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or subgrantees unless-- (i) The grantee or subgrantee has failed to comply with grant award conditions or (ii) The grantee or subgrantee is indebted to the United States.

(2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with Sec. 66.43(c).

(3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or subgrantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or subgrantees actually disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

h) Cash depositories.

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and subgrantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2)A grantee or subgrantee shall maintain a separate bank account only when required by Federal-State agreement.

i) Interest earned on advances. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but least quarterly, remit interest earned on advances to the Federal agency. The grantee or subgrantee may keep interest amounts up to \$ 100 per year for administrative expenses.

j) Equal Opportunity. SUBRECIPIENT shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination.

4. MISCELLANEOUS

- A. Waiver. Any waiver of a breach of this Agreement by a party, whether express or implied, shall not constitute a waiver of any other or subsequent breach.
- B. Attorney Fees. In the event of any litigation in any way arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as apart of the judgment rendered in such litigation subject to the fiscal funding out clause.
- C. Applicable Law. SUBRECIPIENT agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Nevada.
- D. Meaning of Article and Section Headings. The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.
- E. Confidentiality of Reports. To the extent permitted by law, including but not limited to NRS Chapter 239, the SUBRECIPIENT shall keep confidential all reports, information and data given to, prepared or assembled by SUBRECIPIENT pursuant to Subrecipient's performance hereunder and City designates as confidential. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City first obtained.
- F. Release of News Information. No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of both parties.
- G. Severability. A determination that any part of this Agreement is invalid shall not

invalidate or impair the force of the remainder of this Agreement.

- H. Effective Date. The effective date of this Agreement shall be the date that the City Council approves the execution hereof, and such date shall be inserted in the first paragraph of this Agreement.

- I. Entire Agreement. This Agreement and any exhibits or documents incorporated herein by reference, constitutes the complete and entire Agreement between the parties and shall also include those provisions and revisions set forth and agreed to in discussion.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their duly authorized officers. Signatory approval by an entity to this Agreement represents a legal obligation by the parties herein identified to abide by the above provisions.

PASSED, ADOPTED, AND APPROVED this _____ 2004.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. P. P. P. P. 3/2/04
Date

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2004.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

Sheriff

Date

ATTEST:

ANNAMARIE ROBINSON, Clerk
Fiscal Affairs Committee

APPROVED AS TO FORM:

Deputy District Attorney Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Interlocal Agreement for Shared Funding of Regional Homeless Coordination with Clark County, Henderson, North Las Vegas, and Boulder City to contribute \$23,800 of General Weather Shelter Funds for a Regional Homeless Services Coordinator in fulfillment of the Homelessness Intervention Proposal adopted by the Southern Nevada Regional Planning Coalition (SNRPC) Board on September 25, 2003 - All Wards

Fiscal Impact☐**No Impact****Amount:** \$23,800☒**Budget Funds Available****Dept./Division:** Neigh. Svcs./Neigh. Admin.☐**Augmentation Required****Funding Source:** General Funds-Weather Shelter**PURPOSE/BACKGROUND:**

As part of the Homelessness Intervention Proposal accepted in September 2003, the Board of the SNRPC approved the creation of a Regional Homeless Services Coordinator that would coordinate homeless services, funding opportunities, and priorities regarding homelessness in Southern Nevada. To finance the Regional Homeless Services Coordinator position, the Board of the SNRPC approved an investment of \$70,000 to be shared among the local government entities on a population-based formula. This interlocal agreement concerns the contribution of \$23,800 by the city of Las Vegas to regional homeless coordination.

RECOMMENDATION:

Staff recommends approval of the interlocal agreement with Clark County, Henderson, North Las Vegas, and Boulder City to contribute \$23,800 for a Regional Homeless Services Coordinator in fulfillment of the Homelessness Intervention Proposal adopted by the SNRPC Board on September 25, 2003.

BACKUP DOCUMENTATION:

Interlocal Agreement for Shared Funding of Regional Homeless Coordination

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED** under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Neighborhood Services

Item 33 - Approval of Interlocal Agreement for Shared Funding of Regional Homeless Coordination with Clark County, Henderson, North Las Vegas, and Boulder City to contribute \$23,800 of General Weather Shelter Funds for a Regional Homeless Services Coordinator in fulfillment of the Homelessness Intervention Proposal adopted by the Southern Nevada Regional Planning Coalition (SNRPC) Board on September 25, 2003 - All Wards

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

**INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
REGIONAL HOMELESS COORDINATION**

This Interlocal Agreement is made and entered into this 17 day, of March 2004, by and between the COUNTY of CLARK (hereinafter referred to as "County"), the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as "Cities").

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement for the formation of the Southern Nevada Regional Planning Coalition (SNRPC) dated January 27, 2000, which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

WHEREAS, the SNRPC has approved the formation of a Technical Committee to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "Technical Committee"); and

WHEREAS, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function.

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

SECTION I: COORDINATION OF REGIONAL HOMELESS ACTIVITIES

The Homeless Technical Committee is responsible for approving a comprehensive homeless plan and will oversee the coordination of regional homeless activities. The County will select and hire a Regional Homeless Coordinator to implement the Committee's vision, philosophy of service, and regional approach to homelessness. The Regional Homeless Coordinator will report to the Director of the Clark County Department of Social Service for day-to-day supervision and will be responsible for developing a comprehensive plan for the homeless, including quarterly written reports to the Technical Committee and elected Boards. Specific duties of the Regional Homeless Coordinator position include the following:

1. Coordinating housing and service programs to the homeless in Clark County (among public, private, and non-profit jurisdictions) to address competing goals and conflicting services, in order to reduce and eliminate duplication of services.
2. Assessing the current needs and gaps in service to the homeless.
3. Developing an evaluation component (outcome measurement) of all current homeless services, for implementation by all recipients of the coordinated homeless funds.
4. Working with the municipalities and other public, private, and non-profit groups in developing a Continuum of Care program/implementation of the Homeless Task Force Work Group recommendations (in part), including preventative programs and coordination of current priorities of specific municipalities for purposes of addressing the needs identified by each group as their primary target (i.e., City of Las Vegas – Permanent Housing, Clark County – Housing and Supportive Services, etc.).
5. Working with United Way of Southern Nevada to locate and access private dollars to help fund identified needs throughout the valley that cannot be met with existing resources.
6. Coordinating case management services with Southern Nevada Mental Health, Clark County and non-profit groups, including the implementation of a Homeless Management Information System (HMIS).
7. Identifying and applying for competitive homeless-related federal, state, and local grants, as appropriate, with the assistance of selected liaisons from local entities.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

County will recruit, select, and employ the Regional Homeless Coordinator as a grant-funded position in accordance with its established hiring practices and policies. Funding for Regional Homeless Coordination will be shared among County and the Cities on a population-based formula for the duration of the agreement not to exceed amounts stated in Exhibit A. County will bill cities and funds must be received within 30 days of billing immediately subsequent to the hiring of an individual to serve as the Regional Homeless Coordinator. Second year funding for Regional Homeless Coordination will be paid jointly by County and the Cities in amounts not to exceed those stated in Exhibit A.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause

1. Upon thirty days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which have been earned or accrued as of the effective date of termination.

B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Parties agree to reimburse the County for employee costs (not to

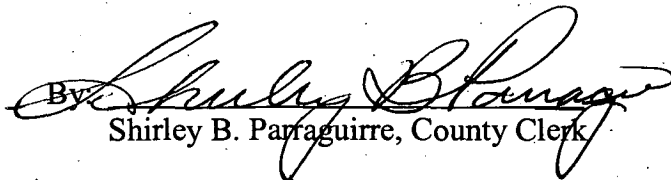
exceed the amounts stated in Exhibit A) related to the employment of the Regional Coordinator for a two-year period from the date the Regional Coordinator is first hired by Clark County, unless the Interlocal Agreement is terminated as set forth in paragraph A above.

- E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.
- F. Other Party Liability County and Cities, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.
- G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.
- H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.
- I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.
- K. Independent Contractor County and Cities are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.
- L. Entire Interlocal Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.
- M. Effective Date The effective date of this Interlocal Agreement shall be the date on which the Regional Coordinator is hired by County.
- N. Execution In Counterparts This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute an agreement. To facilitate the execution of this Interlocal Agreement, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

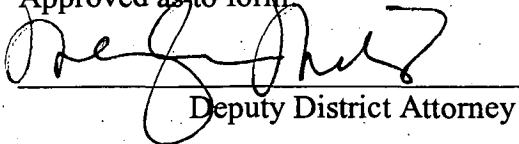
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IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day and year first written above.

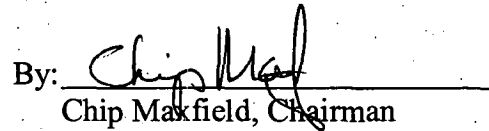
Attest:

By: 
Shirley B. Paraguirre, County Clerk

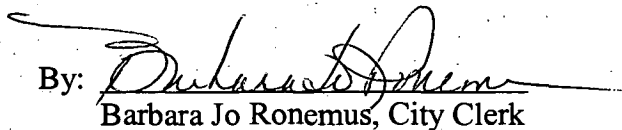
Approved as to form:


Deputy District Attorney

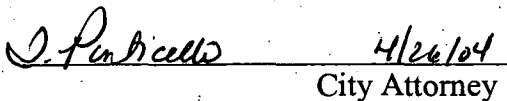
**Board of County Commissioners
Clark County, Nevada**

By: 
Chip Maxfield, Chairman

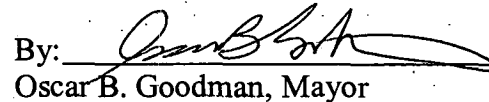
Attest:

By: 
Barbara Jo Ronemus, City Clerk

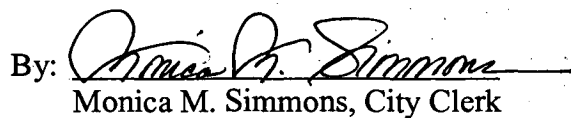
Approved as to form:

 4/26/04
City Attorney

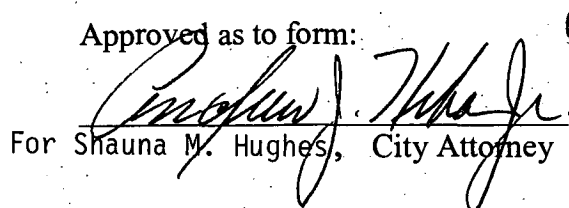
City of Las Vegas, Nevada

By: 
Oscar B. Goodman, Mayor

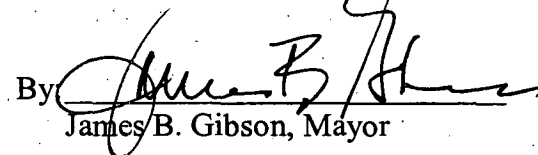
Attest:

By: 
Monica M. Simmons, City Clerk

Approved as to form:


For Shauna M. Hughes, City Attorney

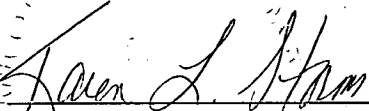
City of Henderson, Nevada

By: 
James B. Gibson, Mayor

COUNCIL ACTION
MAR 2 2004

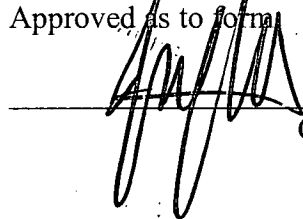
Attest:

By:



Karen L. Storms, Acting, City Clerk

Approved as to form:

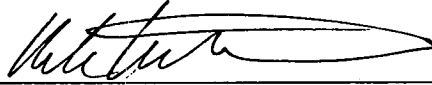


For

City Attorney

City of North Las Vegas, Nevada

By:



Michael L. Montandon, Mayor

Attest:

By:



Vicki G. Mayes, City Clerk

City of Boulder City, Nevada

By:



Robert S. Ferraro, Mayor

APPROVED AS TO FORM:



Dave Olsen, City Attorney

**EXHIBIT A
REGIONAL HOMELESS COORDINATION
SHARED FUNDING AMOUNTS**

Population based shared funding distribution between municipalities assuming a total funding amount of \$70,000:

County of Clark (43%)	\$30,110.00
City of Las Vegas (34%)	\$23,800.00
City of Henderson (13%)	\$ 9,100.00
City of North Las Vegas (9%)	\$ 6,300.00
City of Boulder City (1%)	<u>\$ 700.00</u>
Total	\$70,000.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Second Supplemental Interlocal Contract LAS.20.A.00 Rancho Road System Durango Drive/U.S. 95 Interchange between the City of Las Vegas and the Clark County Regional Flood Control District to increase the amount of the Interlocal Contract (\$1,896.70 - Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount:** \$1,896.70☒**Budget Funds Available****Dept./Division:** Public Works/City Engineer☐**Augmentation Required****Funding Source:** Clark County Regional Flood Control District**PURPOSE/BACKGROUND:**

Second Supplemental Interlocal Contract LAS.20.A.00 will decrease funding for construction engineering and increase funding for construction. This increase is necessary to cover increased construction costs. The Regional Flood Control District approved this contract at their February 12, 2004 meeting. Total cost of this project shall not exceed \$448,364.70.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract LAS.20.A.00

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED** under separate actions (see individual items)**MINUTES:**

There was no discussion.

(9:49 – 9:53)

1-1314

100070

10 45 01 11 03 00 00

**SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
RANCHO ROAD SYSTEM DURANGO/US-95 INTERCHANGE**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 12th day of February, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan and amendments, Structure No. RCHO 0239 hereinafter referred to as "PROJECT"; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 2002 Master Plan, Structure No. CN95 0068; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, an Interlocal Contract dated July 13, 2000 and a Supplemental Interlocal Contract dated November 14, 2002 were entered into between the DISTRICT and the CITY for the construction of the Rancho Road System, Durango/US-95 Interchange; and

WHEREAS, the CITY wishes to increase the amount of the Interlocal Contract; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS shall be revised to read as follows:

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed \$448,046.10.
2. Construction engineering shall not exceed \$318.60.
3. The total cost of this Contract shall not exceed \$448,364.70 which includes all Items described in Paragraphs one and two above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated July 13, 2000 and the Supplemental Interlocal Contract dated November 14, 2002 shall remain unchanged.

IN WITNESS WHEREOF, this Second Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date Of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 12, 2004
ATTEST

BY: Lawrence L. Brown III
LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Frazier
CAROLYN FRAZIER
SECRETARY TO THE BOARD

Approved as to Form:

Chris Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

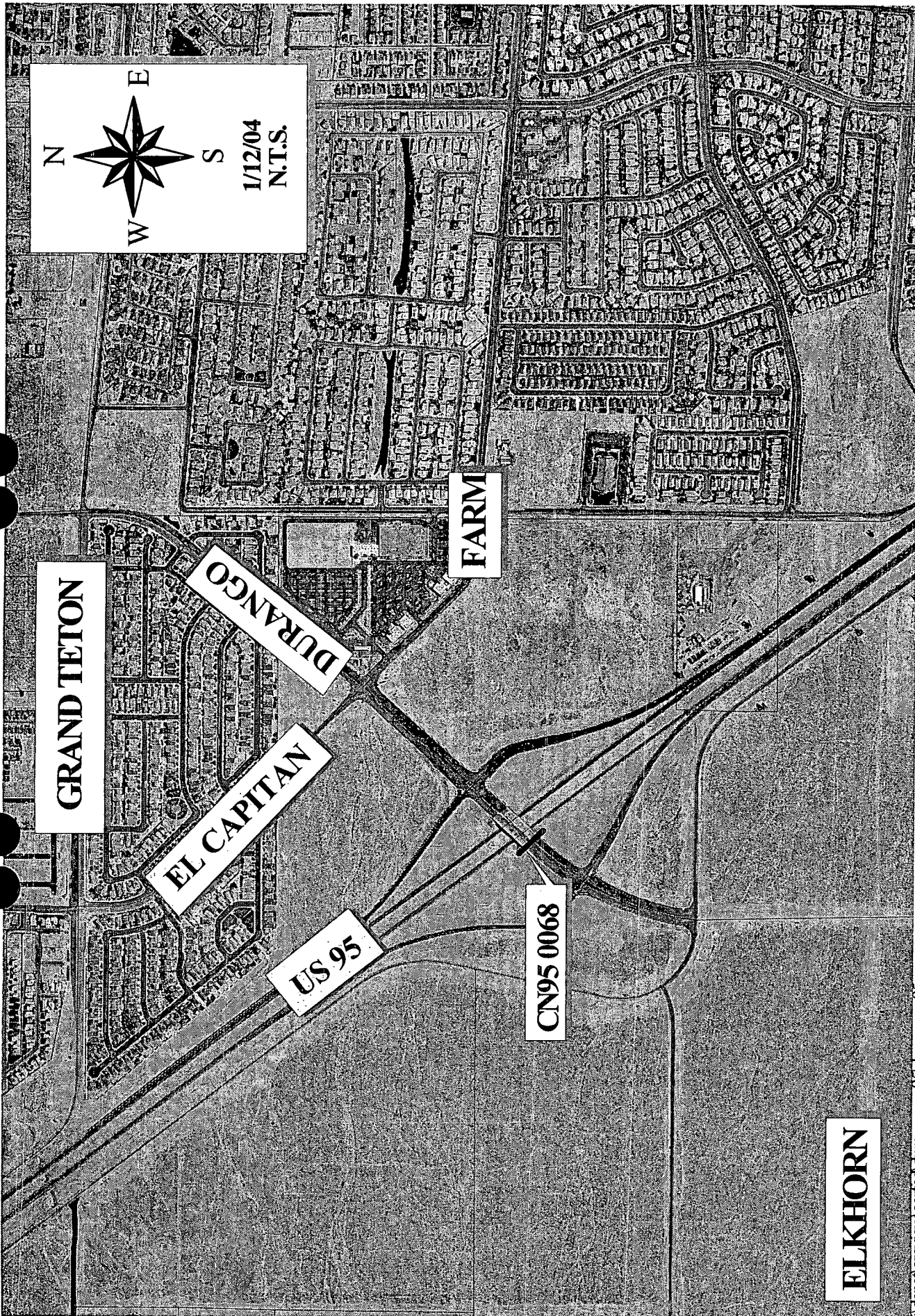
3-17-04
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

Approved as to Form:

Thomas R. Allen 2/23/04
DEPUTY CITY ATTORNEY



d:\depot\arcview\ccr\cd\durango_us95\durangous95.apr

CITY OF LAS VEGAS

EXHIBIT A - RANCHO ROAD SYSTEM (CN95 0068) - DURANGO/US-95 INTERCHANGE

Clark County Regional Flood Control District Cash Flow Projection (Construction in Progress)

Today's Date: 03/15/2004

Project Number: LAS.20.A.00

Project Name: Rancho Road System, Durango Drive Interchange

Project Type: Storm Drain

ILC Amount: \$ 448,365

Construction Schedule			
Milestone	Estimate	Revised	Actual
Award of Bid	4/15/2001	4/15/2001	4/15/2001
N-T-P	6/15/2001	6/15/2001	6/15/2001
CONS Start	6/15/2001	6/15/2001	6/15/2001
CONS Complete	5/15/2002	6/13/2002	2/14/2004
Project Duration	11 months	12 months	33 months

Billing Month	Original Estimate		Actual Drawdowns		Variance		Revised Estimate	
	\$	%	\$	%	\$	%	\$	%
Apr-01	0	0%		0%	0	0%	0	0%
May-01	0	0%		0%	0	0%	0	0%
Jun-01	40,588	9%		0%	0	0%	0	0%
Jul-01	40,588	9%	318	0%	(40,270)	-9%	318	0%
Aug-01	40,588	9%	0	0%	0	0%	0	0%
Sep-01	40,588	9%	0	0%	0	0%	0	0%
Oct-01	40,588	9%	0	0%	0	0%	0	0%
Nov-01	40,588	9%	0	0%	0	0%	0	0%
Dec-01	40,588	9%	0	0%	0	0%	0	0%
Jan-02	40,588	9%	0	0%	0	0%	0	0%
Feb-02	40,588	9%	0	0%	0	0%	0	0%
Mar-02	40,588	9%	0	0%	0	0%	0	0%
Apr-02	40,588	10%	0	0%	0	0%	0	0%
May-02	0	0%	0	0%	0	0%	0	0%
Jun-02	0	0%	0	0%	0	0%	0	0%
Jul-02	0	0%	0	0%	0	0%	0	0%
Aug-02	0	0%	0	0%	0	0%	0	0%
Sep-02	0	0%	0	0%	0	0%	0	0%
Oct-02	0	0%	0	0%	0	0%	0	0%
Nov-02	0	0%	0	0%	0	0%	0	0%
Dec-02	0	0%	0	0%	0	0%	0	0%
Jan-03	0	0%	0	0%	0	0%	0	0%
Feb-03	0	0%	0	0%	0	0%	0	0%
Mar-03	0	0%	0	0%	0	0%	0	0%
Apr-03	0	0%	0	0%	0	0%	0	0%
May-03	0	0%	0	0%	0	0%	0	0%
Jun-03	0	0%	0	0%	0	0%	0	0%
Jul-03	0	0%	0	0%	0	0%	0	0%
Aug-03	0	0%	0	0%	0	0%	0	0%
Sep-03	0	0%	0	0%	0	0%	0	0%
Oct-03	0	0%	0	0%	0	0%	0	0%
Nov-03	0	0%	0	0%	0	0%	0	0%
Dec-03	0	0%	0	0%	0	0%	0	0%
Jan-04	0	0%	0	0%	0	0%	0	0%
Feb-04	0	0%	0	0%	0	0%	448,047	100%

Total	\$ 446,468	100%	\$ 318	0%	\$ (40,270)	-9%	\$ 448,365	100%

LAS.20.A.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract LAS.09.T.04 between the City of Las Vegas and the Clark County Regional Flood Control District for construction management and construction of the Freeway Channel, Charleston Lateral (\$3,994,680 - Clark County Regional Flood Control District) - Wards 1 and 2 (Moncrief and L.B. McDonald)

Fiscal Impact

☐

No Impact

Amount: \$3,994,680

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Clark County Regional Flood Control District

PURPOSE/BACKGROUND:

This Interlocal Contract applies to the construction management and construction associated with the Freeway Channel, Charleston Lateral. This project is further identified on Exhibit "A" which is attached to and part of the Interlocal Contract. The basic improvements shall consist of appurtenances as may be necessary to control floodwaters. The Regional Flood Control District approved this contract at their February 12, 2004 meeting. Total cost for this contract shall not exceed \$3,994,680.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract LAS.09.T.04

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

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23 09 04 14 00 00

INTERLOCAL CONTRACT

FREEWAY CHANNEL, CHARLESTON LATERAL

THIS INTERLOCAL CONTRACT made and entered into as of the 12th day of February, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 2002 Master Plan, Structures No. FWCH 0020 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to construction management and construction associated with the The Freeway Channel, Charleston Lateral. The basic improvements shall consist of flood water facilities including pipes, channels, dikes, energy dissipators, channel structures, channel access and other appurtenances as may be necessary to control floodwaters. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed \$167,680.
2. Construction at a cost not to exceed \$3,827,000.
3. The total cost of the contract shall not exceed \$3,994,680 which includes all of the items described in the paragraphs above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. The award of bid for this PROJECT shall occur no later than June 1, 2004. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. The CITY will take all reasonable steps possible to avoid delays in the construction of District funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.

3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
5. The CITY will require appropriate financial security for the construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)

- f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.
- 11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media or an electronic format.
 - 12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
 - 13. The CITY will be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this Contract and hereby holds the DISTRICT harmless therefrom.
 - 14. The CITY will indemnify, defend and hold harmless the District, its officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which result from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property when such injury, death, loss, destruction or damage is due to or arises in connection with or as a result of the use of flood control facilities for any use including but not limited to recreational activities.
 - 15. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
 - 16. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to May 24, 2006. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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10098

331071 03/11/04

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 12, 2004
ATTEST:

BY: Lawrence L. Brown III
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier
CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Chris Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

3-17-04
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 2/23/04
Date

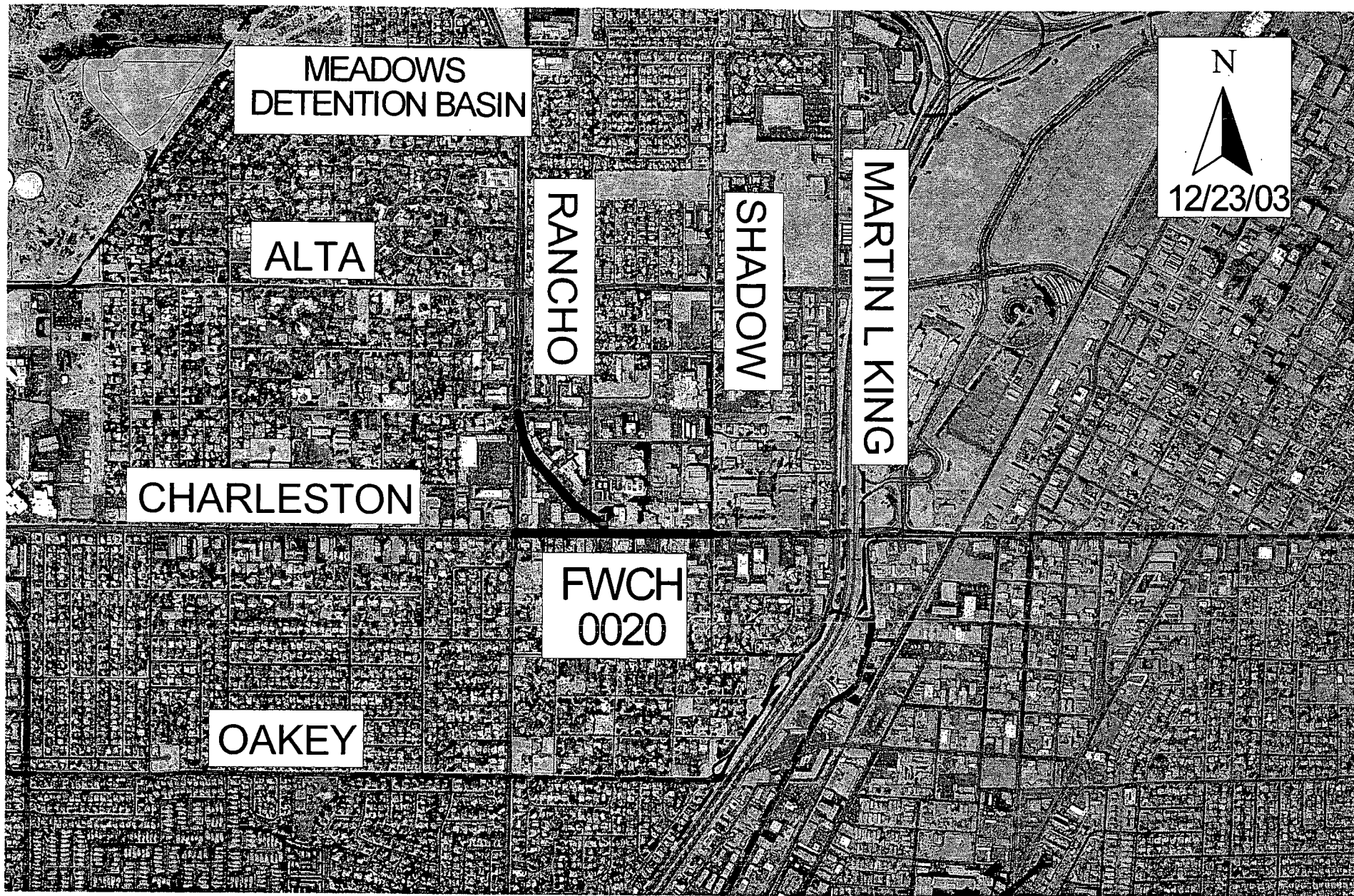


EXHIBIT A

Freeway Channel - Charleston Lateral

LAS.09.T.04

21 5 11 2000

ILC Amount: \$ 3,994,680

Billing Month	Original Estimate		Actual Drawdowns		Variance		Revised Estimate	
	\$	%	\$	%	\$	%	\$	%
Jun-04	199,734	5%						
Jul-04	599,202	15%						
Aug-04	599,202	15%						
Sep-04	599,202	15%						
Oct-04	599,202	15%						
Nov-04	599,202	15%						
Dec-04	599,202	15%						
Jan-05	199,734	5%						
Total	\$ 3,994,680	100%						

LAS.09.T.04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Interlocal Contract LAS.10.W.04 between the City of Las Vegas and the Regional Flood Control District for construction management and construction of Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango (\$3,283,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)

Fiscal Impact☐**No Impact****Amount:** \$3,283,000☒**Budget Funds Available****Dept./Division:** Public Works/City Engineer☐**Augmentation Required****Funding Source:** Clark County Regional Flood Control District**PURPOSE/BACKGROUND:**

This Interlocal Contract applies to the construction management and construction of the Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango. This project is further identified on Exhibit "A" which is attached to and part of the Interlocal Contract. The basic improvements shall consist of appurtenances as may be necessary to control floodwaters. The Regional Flood Control District approved this contract at their February 12, 2004 meeting. Total cost for this contract shall not exceed \$3,283,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract LAS.10.W.04

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:**APPROVED under separate actions** (see individual items)**MINUTES:**

There was no discussion.

(9:49 – 9:53)

1-1314

SECRET

THIS INTERLOCAL CONTRACT made and entered into as of the 18th day of February, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

SECTION I - SCOPE OF THE PROJECT

1

SECRET

02-0017-9244, 0246

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- 0017
857017A 15-01-1996
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
 4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.
 5. The CITY will require appropriate financial security for the construction of the PROJECT.
 6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
 7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
 8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
 9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
 10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L Brown
LAWRENCE L. BROWN, III, Chairman

Approved as to Form:

Date of Council Action: CITY OF LAS VEGAS

BY: 
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

Thomas R. Green 2/23/04
Date

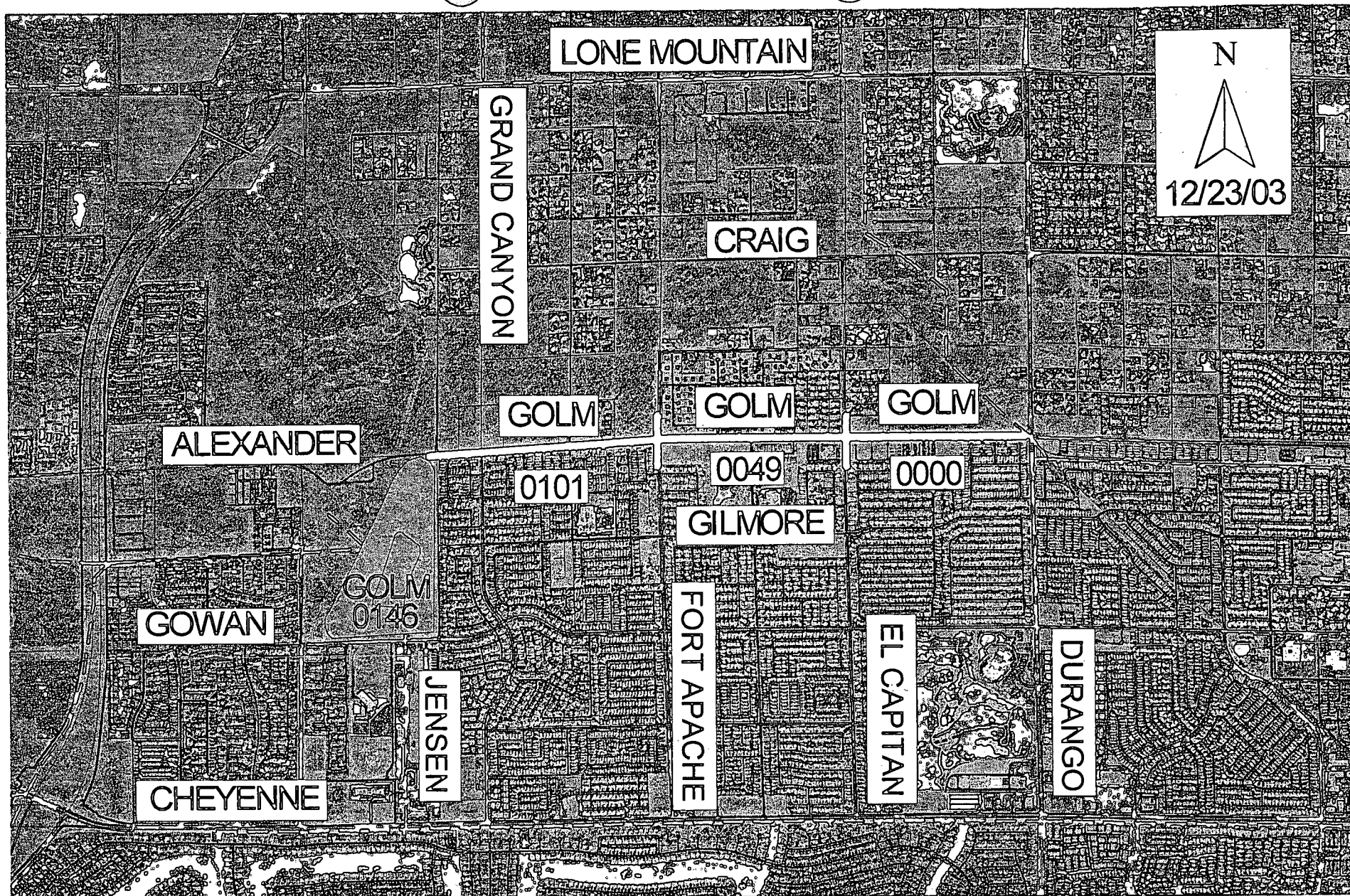


EXHIBIT A

Gowan Lone Mountain System

Clark County Regional Flood Control District Sample Cash Flow Projection (Project Presentation)

Today's Date: 1/8/2004

Project Number: LAS.10.W.04

Project Name: Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango

Project Type: Storm Drain

ILC Amount: \$ 3,283,000

Milestone	Construction Schedule		
	Estimate	Revised	Actual
Award of Bid	5/7/2004		
N-T-P	5/21/2004		
CONS Start	6/1/2004		
CONS Complete	1/1/2005		
Project Duration	8 months		

Billing Month	Original Estimate		Actual Drawdowns		Variance		Revised Estimate	
	\$	%	\$	%	\$	%	\$	%
Jun-04	426,790	13%						
Jul-04	393,960	12%						
Aug-04	393,960	12%						
Sep-04	459,620	14%						
Oct-04	459,620	14%						
Nov-04	459,620	14%						
Dec-04	361,130	11%						
Jan-05	328,300	10%						
Feb-05	0	0%						
Mar-05	0	0%						
Apr-05	0	0%						
May-05	0	0%						
Jun-05	0	0%						
Total	\$ 3,283,000	100%						

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Interlocal Contract #462 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for the Mountain Edge Parkway Corridor Study (\$1,000,000 - Regional Transportation Commission) - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$1,000,000**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer**☐**Augmentation Required****Funding Source: Regional Transportation Commission****PURPOSE/BACKGROUND:**

This Interlocal Contract applies to a corridor study for Mountain Edge Parkway, it will analyze alternate corridors and will identify, map and quantify the optimum components of a limited access parkway supporting the arterial network. This Interlocal Contract will also allow the development of a traffic study/report that will analyze existing data as provided by the City and RTC with regard to the Mountain Edge Parkway. The Regional Transportation Commission approved this contract at their February 12, 2004 meeting Total cost of this study shall not exceed \$1,000,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contact #462

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)**MINUTES:**

There was no discussion.

(9:49 – 9:53)

1-1314

INTERLOCAL CONTRACT

MOUNTAIN EDGE PARKWAY CORRIDOR STUDY

THIS INTERLOCAL CONTRACT, made and entered into this 17 day of March, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a corridor study for Mountain Edge Parkway has been approved by the Regional Transportation Commission.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies a corridor study for Mountain Edge Parkway. The basic improvements will result in limited access roadway improvements, overpasses, interchanges, traffic signals/equipment, traffic control communication infrastructure, sound walls, median islands and/or median access, lighting, drainage improvements, pavement markings and signing. This Interlocal Contract will identify, map and quantify the optimum components of a limited access parkway supporting the arterial network. This Interlocal Contract will also allow the development of a traffic study/report that studies and analyses existing data as provided by the City with regard to the Mountain Edge Parkway, existing and future traffic volumes, land uses, property ownership, right-of-way costs, environmental assessment and unit construction costs to construct the Mountain Edge Parkway. Additional funding will be requested after the study has been completed.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding from Question 10 funds for a corridor study according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

3. The total cost for the study shall not exceed \$1,000,000.
4. "Authorization to Proceed" for the study at a cost not to exceed \$1,000,000. The cost of this study will not be included in engineering percentage limitations.
5. A supplemental interlocal contract will be required for engineering design, right-of-way acquisition, construction and construction engineering.
6. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The funding for the corridor study will be provided by RTC.
2. This study shall be performed by the CITY or by a consultant employed by the CITY.
3. Administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The Project must be completed to the satisfaction of the RTC prior to June 30, 2006. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.
5. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the Project and will hold the other parties to this Interlocal Contract and

the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

6. A copy of the completed study shall be provided to the RTC.

APPROVED AS TO LEGALITY AND FORM:

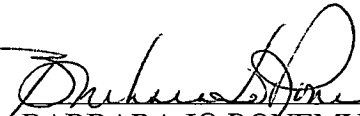

ZEV RAPLAN, GENERAL COUNSEL

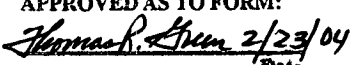
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

3-17-04
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

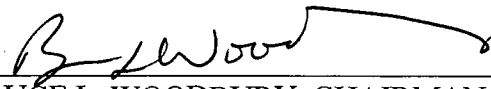

BARBARA JO RONEMUS
CITY CLERK

APPROVED AS TO FORM:
 2/23/04
Date

DATE OF COMMISSION ACTION

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

2/12/04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of Interlocal Contract #463 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for the Entity Non-Project Specific Expenses (\$101,000 - Regional Transportation Commission) - All Wards

Fiscal Impact☐**No Impact****Amount:** \$101,000☒**Budget Funds Available****Dept./Division:** Public Works/City Engineer☐**Augmentation Required****Funding Source:** Regional Transportation Commission**PURPOSE/BACKGROUND:**

This Interlocal Contract applies to the reimbursement of non-project specific expenses, by the City of Las Vegas, to expedite Regional Transportation Commission funded projects and to allow for the reimbursement of expenses related to work on Regional Transportation Commission issues that are not attributable to a specific project. The Regional Transportation Commission approved this contract at their February 12, 2004 meeting. Reimbursement from the period of October 1, 2003 to June 30, 2004 shall not exceed \$101,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract #463

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED** under separate actions (see individual items)**MINUTES:**

There was no discussion.

(9:49 – 9:53)

1-1314

ENTITY NON-PROJECT SPECIFIC EXPENSES**INTERLOCAL CONTRACT**

THIS INTERLOCAL CONTRACT, made and entered into this 17 day of March, 2004 by and between the CITY OF LAS VEGAS, herein referred to as ENTITY and the Regional Transportation Commission of Southern Nevada hereinafter referred to as RTC.

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a contract to enable the ENTITY to be reimbursed the cost of work related to RTC issues that are not attributable to a specific project has been approved; and

WHEREAS, it is desired that the City of Las Vegas utilize this reimbursement to expedite RTC roadway projects.

NOW, THEREFORE, in consideration of the covenants, conditions, and promises of the parties to proceed with the implementation of the RTC reimbursement of non-project specific expenses as it is mutually understood and agreed as follows

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the reimbursement of non-project specific expenses, by the ENTITY, to expedite RTC funded projects and to allow for the reimbursement of expenses related to work on RTC issues that are not attributable to a specific project.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding within the limits specified below:

1. The work shall be performed by the ENTITY'S employees for work on RTC issues that are not attributable to a specific project.
2. The fully burdened rate for employee will be considered reimbursable.
3. Copies of time sheets showing the RTC street and highway projects or program development activities must be submitted with each invoice.
4. Employee's expenses for work on non-RTC street and highway activities or issues are not reimbursable.
5. All records pertinent to RTC reimbursable costs are subject to audit at RTC's request.
6. "Authorization to Proceed" for reimbursement described in Section I from the period of October 1, 2003 to June 30, 2004 shall not exceed \$100,859.

7. A new contract and a request for an "Authorization to Proceed" will be required on an annual basis for ENTITY non-project specific expense reimbursement.

SECTION III – GENERAL

1. Typical activities that are included in this program include preparation of agenda items, capital improvements programs, final reports and attendance at RTC meetings.
2. Employment requirements and hiring procedures will be determined by the ENTITY.
3. All costs shall be reimbursed directly to the ENTITY.
4. It is understood and agreed that the purpose of this Interlocal Contract is to fund the reimbursement as hereinabove set forth.
5. The ENTITY will submit a report to the RTC at the end of the first year of the program outlining the effectiveness of the program.

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

3-17-04
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS
CITY CLERK

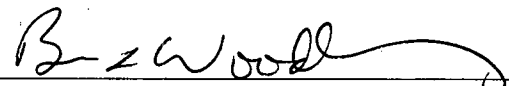
APPROVED AS TO FORM:


Date 2/23/04

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

2/12/04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

Entity Non-Project Specific Expenses IC

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Reimbursement Agreement for Storm Sewer Oversizing with Centex Homes for the Santa Bella 4 project (\$85,400 - Capital Project Fund) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$85,400

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Capital Projects Fund

PURPOSE/BACKGROUND:

Centex Homes, Inc. is developing property known as "Santa Bella 4". This agreement provides \$85,400 for storm sewer over sizing costs for 54 inch storm sewer on Durango Drive from Racel Street to Ackerman Avenue. Location of the over sizing is explained on the attached Exhibit "A". The basis for the over sizing is 700 L.F. x \$122 L.F. Total costs for this project shall not exceed \$85,400.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Reimbursement Agreement Storm Sewer Oversizing

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

1 REIMBURSEMENT AGREEMENT

2 STORM SEWER OVERSIZING

3
4 (Drainage Pipe Oversizing)

5 THIS AGREEMENT, made and entered into this 17 day
6 of March, 200~~8~~⁷, by and between the CITY OF LAS VEGAS, a
7 municipal corporation of the State of Nevada (hereinafter referred to as
8 the "City"), having its principal office at 400 Stewart Avenue, Las
9 Vegas, Nevada 89101 and Centex Homes, Inc. (hereinafter referred to as
10 "Developer"), a Texas Corporation, having its principal office at 2728
11 North Harwood, Dallas, Texas 75201.

12
13 W I T N E S S E T H:

14 WHEREAS, the Developer is engaged in the development of that
15 certain parcel of real property which is known as the "Santa Bella 4
16 Project" (the "Development" herein), which Development has been approved
17 by the City; and

18 WHEREAS, the Developer is required to install a fifty four (54)
19 inch storm sewer on Durango Drive from Racel Street to Ackerman Avenue,
20 adjacent to the proposed Development; and

21 WHEREAS, the City, a governmental entity, has created the City of
22 Las Vegas Northwest Neighborhood Flood Control Master Plan Phase II,
23 dated September 1999, and

1 WHEREAS, the City of Las Vegas Northwest Neighborhood Flood
2 Control Master Plan (hereinafter the "Plan") mandates the installation
3 (hereinafter referred to as "Oversizing") of seventy-eight (78) inch
4 storm sewers to comply with the City's Master Plan; and

5 WHEREAS, the Clark County Regional Flood Control District's
6 Facility Cost Estimate Tool, adopted with the City's Master Plan Update
7 of October, 2002, has determined that Oversizing will cost an additional
8 eighty-five thousand and four hundred dollars (\$85,400.00); and

9 WHEREAS, the City now desires to reimburse a fixed sum in this
10 amount upon construction and Acceptance by the City of such storm sewer;

11 NOW, THEREFORE, for and in consideration of the premises and
12 of the mutual promises and agreements which are hereinafter set forth,
13 the parties hereto agree as follows:

14 SECTION I - DEFINITIONS

15 A. "Acceptance" means written notification by the City to the
16 Developer that the construction, drainage pipe and
17 Oversizing of that work described herein and as in its
18 current form, is satisfactory to the City and as meeting the
19 terms of the Contract.

20 B. "Oversizing" means the difference between the diameter of the
21 drainage pipe described herein, had the drainage pipe been
22 constructed and installed at the size which would otherwise
23 be required to serve the Development, and the diameter of the

1 drainage pipe, at the request of the City, that is actually
2 constructed and installed.

3 D. "Plans and specifications" means the engineering designs,
4 drawings and specifications which give a detailed description
5 of the complete construction and installation of the Project,
6 including the Oversizing, which plans and specifications have
7 heretofore been submitted to, and approved by, the City.
8 Copies of the plans and specifications are on file with the
9 City's Department of Public Works.

10 E. "Uniform Standard Specifications" means those publications
11 entitled, "Uniform Standard Specifications for Public Works
12 Construction, Off-Site Improvements, Clark County Area,
13 Nevada, Third Edition" adopted by the City of Las Vegas, June
14 16, 1993, and "Design and Construction Standards for
15 Wastewater Collection Systems, 1991" adopted by the City of
16 Las Vegas, August 21, 1991.

17 SECTION II - OBLIGATIONS OF DEVELOPER

18 A. Covenant of Installation:

19 1. The Developer hereby agrees to construct and install
20 the entire Project, in accordance with the plans and
21 specifications, at its sole cost and expense, subject
22 to the right of the City to designate the type of
23 appurtenances and any other relevant matter which it
24 considers is necessary to meet the requirements of the

1 Plan, however, the City agrees to reimburse a fixed
2 amount as a reimbursement to the Developer for the
3 costs which the Developer incurs in Oversizing the
4 drainage pipe. In this Oversizing, it is acknowledged
5 that the limits of the Project are designated on
6 Exhibit "A" which is attached hereto and by this
7 reference made a part hereof.

8 2. The Project shall include all materials, equipment
9 and/or other appurtenances which are constructed and
10 installed within the boundary of the Project as is
11 more particularly shown on Exhibit "A".

12 3. The Developer agrees to perform all survey and design
13 work which is necessary for the construction and
14 installation of the Project, in accordance with the
15 plans and specifications, at its sole cost and expense
16 without any further right of reimbursement from the
17 City.

18 B. Basis for Estimated Costs:

19 It is acknowledged that the estimated cost for which the
20 Developer is receiving City reimbursement for the Oversizing
21 which is provided for in Section IV hereof is based upon the
22 Clark County Regional Flood Control District's Facility Cost
23 Estimate Tool, adopted with the City's Master Plan Update of
24 October, 2002, and calculated in pertinent part as follows:

1 The unit cost (UC) for concrete storm sewer pipe is given as
2 $(\$)\text{UC} = 7.06 (\text{Pipe Area}) + 68.1$. The calculated cost for the
3 fifty four (54) inch storm sewer pipe is approximately one
4 hundred and eighty dollars (\$180.00) per linear foot. The
5 calculated cost for the seventy eight (78) inch storm sewer
6 pipe is approximately three hundred and two dollars (\$302.00)
7 per linear foot. The monetary difference between the fifty
8 four (54) inch pipe and the seventy eight (78) inch pipe is
9 one hundred and twenty two dollars (\$122.00) per linear foot.
10 The length of the seventy eight (78) inch storm sewer for
11 this project is approximately seven hundred linear feet,
12 yielding an oversize cost of eighty five thousand and four
13 hundred dollars (\$85,400.00).

14 C. Installation Standards:

15 The Developer agrees that the Project will be installed in a
16 good and workmanlike manner according to the plans and
17 specifications, the Uniform Standard Specifications and the
18 Design and Construction Standards for Wastewater Collection
19 Systems.

20 SECTION III - RIGHT OF REIMBURSEMENT

21 It is understood and agreed by the Parties hereto that the
22 Developer shall be reimbursed the fixed total amount of eighty
23 five thousand and four hundred dollars (\$85,400.00) for the
24 Oversizing of the storm drainage pipe, as further described in

1 "Exhibit A" as attached hereto and subject to the limitations
2 which are contained in Section VII hereof.

3 SECTION IV - COSTS OF OVERSIZING

4 AND AMOUNT OF REIMBURSEMENT

5 A. It is agreed by the Parties hereto that the costs of the
6 drainage pipe and Oversizing which are subject to
7 reimbursement under the terms of this Agreement have been
8 determined pursuant to the calculations set forth on Exhibit
9 "B" which is attached hereto and by this reference made a
10 part hereof.

11 B. It is acknowledged that the estimated costs of the drainage
12 pipe and Oversizing which are set forth on Exhibit "B" are
13 based upon estimates which have been obtained by the
14 Developer and approved by the City and represent, subject to
15 the limitations which are contained in Section VII hereof,
16 the maximum amount to which the Developer will be entitled to
17 reimbursement for the construction and installation of the
18 Project. All other costs and expenses which the Developer
19 incurs in connection with the Project shall be the
20 responsibility of the Developer. There shall be no reduction
21 in the fixed reimbursement amount as set forth herein if the
22 actual costs of the drainage pipe and Oversizing are less
23 than the estimated costs thereof.

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- A. The City will make payment to the Developer, within thirty (30) calendar days after the City's Acceptance of the Project, for that reimbursement as is determined in accordance with Section IV above.
- C. As a condition precedent to any such reimbursement, the Developer must submit to the City a written request for payment, a statement of completion of the Project (per plans and specifications), a lien release from the Developer's contractor(s) and materials suppliers for all materials and labor, a statement from all subcontractors affirming that they have received payment in full and a bill of sale transferring the ownership of the drainage line and appurtenances to the City.
- D. The City agrees, by its Acceptance of the Project, to be responsible for the operation and maintenance thereof, except as is otherwise provided in Section X hereof which pertains to repairs that are necessitated by any defective material or faulty workmanship in the construction and installation of the Project or the faulty design thereof.

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This Agreement shall become effective upon the execution hereof and the right of the Developer to reimbursement hereunder shall cease and terminate with respect to the construction and

1 installation of the oversized drainage pipe, when the Developer
2 has received full reimbursement of the amount which is determined
3 in accordance with Section IV above or ten (10) years after the
4 date of the City's Acceptance of the Project, whichever first
5 occurs.

6 SECTION VII - LIMITATION ON AMOUNT OF REIMBURSEMENT

7 The right of reimbursement for the Oversizing shall be limited to
8 the costs of the Oversizing which are set forth on Exhibit "B".

9 SECTION VIII - GUARANTEE OF RIGHT OF ACCESS

10 A. In order to guarantee that the City will have access to any
11 and all portions of the Project for the purpose of
12 maintaining and repairing the same, the Developer hereby
13 agrees that:

- 14 1. Except as is otherwise provided in Paragraph 3 hereof
15 the Developer will dedicate to the City an easement
16 over and across, or fee title to, as requested by the
17 City, a strip of land which is twenty (20) feet in
18 width, extending the length of the Project, and which
19 contains the Project;
- 20 2. If the Project is installed on privately owned lands,
21 other than lands which are owned by the Developer, the
22 Developer will obtain and dedicate to the City an
23 easement over and across, or fee title to, as requested
24 by the City, a strip of land which is twenty (20) feet

1 in width, extending the length of the Project, and
2 which contains the Project;

3 3. If the land in which the Project is installed will
4 become part of a street which will be dedicated for
5 public use, as a part of the Development, the right of
6 access shall be included in the dedication of that
7 street; and

8 4. Any such dedication shall provide therein that no
9 building, structure, tree, shrub or other improvement
10 or obstacle may be placed in or near the area which is
11 dedicated thereby in such a manner as to interfere with
12 the use of such strip of land in accordance with the
13 provisions hereof, and any easement which is conveyed
14 to the City shall additionally provide for the right of
15 the City to operate, maintain, repair, replace or
16 relocate the Project or to alter the size, number of
17 pipelines or other appurtenances which are installed
18 therein.

19 SECTION IX - RIGHT OF INSPECTION

20 The City shall have the right, but not the obligation, at any time
21 and from time to time to inspect the construction and installation
22 of any part of the Project. The Developer agrees that any
23 inspection of the installation of the Project which is conducted
24 by the City hereunder or the City's subsequent of the Project

1 shall not relieve or release the Developer from its responsibility
2 to correct any defective material or faulty workmanship, or both,
3 in the construction and installation of the Project or any problem
4 which results from the negligent design thereof as provided in
5 Section X hereof.

6 SECTION X - CORRECTION OF DEFECTIVE MATERIALS,
7 FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

8 The Developer hereby accepts full responsibility for the quality
9 of the materials and workmanship in the construction and
10 installation of the Project and for the design thereof and
11 covenants and agrees, for a period of one (1) year after the
12 City's of the Project and upon notification by the City, to
13 correct any defective material or faulty workmanship, or both, in
14 the construction and installation of the Project and any problem
15 which results from the negligent design of the Project. In the
16 event that the Developer fails or refuses to make any such
17 correction, the City shall have the right, but not the obligation,
18 to repair the Project and the Developer hereby agrees to reimburse
19 the City for the costs which it incurs in so doing.

20 SECTION XI: INDEMNITY

21 Notwithstanding any of the insurance requirements hereinabove set
22 forth or limits of liability set forth therein, Developer shall
23 protect, indemnify and hold harmless the City, its officers and
24 employees from any and all claims, damages, losses, expenses,

1 suits, actions, decrees, judgments, attorney fees and court costs
2 which the City, its officer or employees may suffer, or which may
3 be sought against, recovered from or obtainable against the City,
4 its officers or employees as a result of, by reason of, or arising
5 out of the negligent acts or omissions of the Developer, its
6 subcontractors, or agents or anyone employed by the Developer or
7 its subcontractors or agents, in fulfillment or performance of the
8 terms, conditions or covenants of this AGREEMENT.

9 It is expressly agreed that the City and the Developer shall each
10 initially pay their respective costs in defending themselves in
11 any and all suits or actions which may be brought against them,
12 their officers or employees because of, or by reason of, the
13 negligent act or omission of either of them unless such suit or
14 action is defended on their behalf by the PROJECT contractor.
15 However, the parties hereto agree that in the event the suit or
16 action is reduced to judgment then the cost of such defense shall
17 be ultimately divided or distributed between the parties in the
18 following manner:

- 19 A. An adjudication by the court or trier of fact that neither
20 the City nor the Developer is responsible or liable for the
21 plaintiffs' injuries or damages, then each party shall bear
22 its own costs and expenses of litigation.
- 23 B. An adjudication by the court or trier of fact that the
24 Developer is solely or partly responsible and liable for the

1 plaintiffs' injuries or damages while the City is relieved of
2 any responsibility and liability, then the Developer shall
3 reimburse the City for all of its costs and expenses of
4 litigation;

5 C. An adjudication by the court or trier of fact that the City
6 is solely or partly responsible for the plaintiffs' injuries
7 or damages while the Developer is relieved of any
8 responsibility and liability, then the City shall reimburse
9 the Developer for its costs and expenses of the litigation;

10 D. An adjudication by the court or trier of fact which
11 determines responsibility and liability on a comparative
12 basis between the parties, then the City and the Developer
13 shall share in the total costs and expenses of litigation in
14 that amount determined by multiplying the total percentage of
15 fault or liability attributable to the respective parties by
16 the total costs and expenses of litigation.

17 In the event that the suit or action is settled between the
18 litigants, each party shall be responsible for all of its costs
19 and expenses of litigation, unless the settlement agreement
20 provides otherwise.

21 SECTION XII - OWNERSHIP OF PROJECT

22 A. Upon the completion of the Project, and as a condition
23 precedent to the thereof by the City, the Developer agrees
24 to furnish to the City a good and sufficient Bill of Sale

1 which (i) includes all of the drainage lines and
2 appurtenances which are components of the Project, (ii)
3 attests to the fact that all of such components are free and
4 clear of all liens and other encumbrances and (iii) conveys
5 to the City all right, title and interest in and to the
6 Project.

- 7 B. It is understood and agreed that the Project shall
8 thereafter, upon its by the City, become and remain the
9 exclusive property of the City.

10 SECTION XIII - RIGHT OF TERMINATION

- 11 A. Except for the obligation of the City which is provided for
12 in subsection B of this Section XIII, the City shall have the
13 right to terminate this Agreement at any time, with or
14 without cause, upon thirty (30) days' prior written notice to
15 the Developer. Such notice shall be deemed to have been
16 given on the date on which it is delivered in person to a
17 representative of the Developer or is deposited with the
18 United States Postal Service, postage prepaid and certified -
19 return receipt requested, and addressed to the Developer at
20 2728 North Harwood, Dallas, Texas 75201 or such other address
21 as the Developer may hereafter, from time to time, designate
22 to the City in writing.

- 23 B. Any funds which have been expended by or on behalf of the
24 Developer for the construction and installation of the

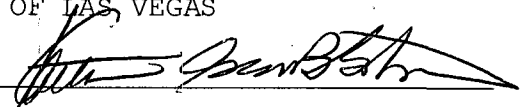
1 Project as of the date of the Developer's receipt of such
2 written notice shall be reimbursed to the Developer as
3 hereinabove provided.

4 SECTION XIV - ASSIGNMENT

5 This Agreement shall be binding upon, and shall inure to the
6 benefit of, the Parties hereto and their respective successors, legal
7 representatives and assigns.

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

11 CITY OF LAS VEGAS

12 BY: 

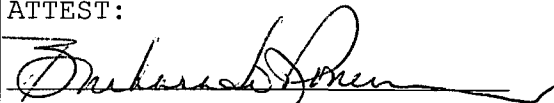
13 OSCAR B. GOODMAN, MAYOR

14 "City"

15 APPROVED TO FORM:

16 Thomas R. Green 12-10-03

17 ATTEST:

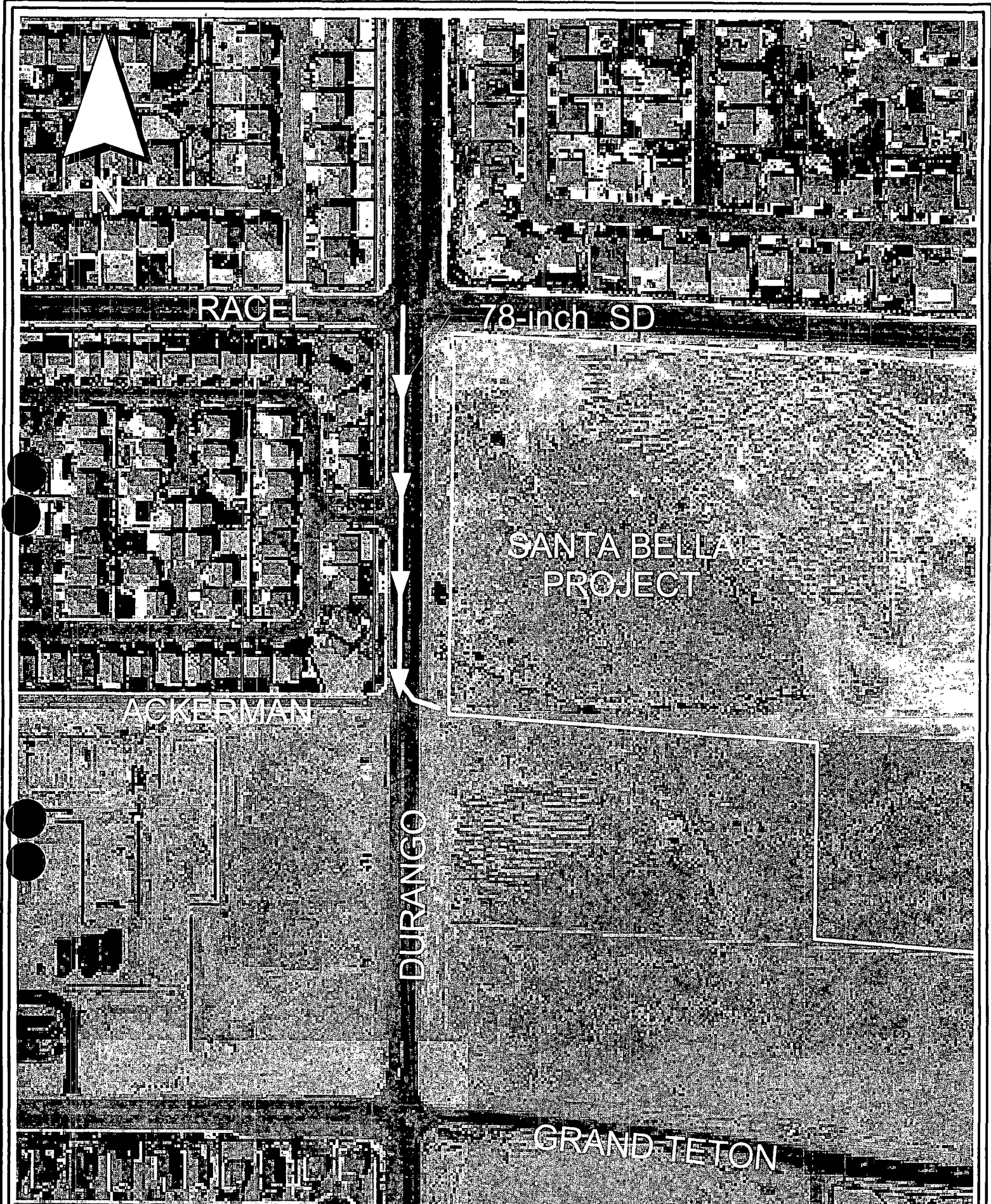
18 

19 BARBARA JO RONEMUS, CITY CLERK

20 CENTEX HOMES, INC

21 BY: 

22
23 "Developer"



Santa Bella 4 Storm Sewer Oversizing

Exhibit A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sanitary sewer and drainage purposes on portions of land lying within Sections 31, 32 and 33 of Township 18 South, Range 60 East and portions of the Northeast Quarter and the Northwest Quarter of Section 5, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north and south sides of the Moccasin Road alignment between the Fort Apache Road alignment and the Durango Drive alignment, APNs 100-31-000-001, 100-32-000-001, 100-33-000-001, 125-05-101-002, -003 and 125-05-503-001 - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Work/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the Northwest Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, for roadway, sanitary sewer and drainage purposes located on the south side of the Gilcrease Avenue alignment, west of the Grand Canyon Drive alignment, APNs 125-18-201-002,-003 and -012 – Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Wright Civil Engineers on behalf of William and Wanda Peccole 1991 Trust, owner (northeast corner of Hualapai Way and Alta Drive) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of an approximate 10' wide area of landscaping on the east side of Hualapai Way extending northward for approximately 200' from Alta Drive and an approximate 10' wide area of landscaping on the north side of Alta Drive extending approximately 200' eastward from Hualapai Way consisting of trees, shrubs, ground cover, and an irrigation system for the proposed Peccole Office Building. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northeast corner of Hualapai Way and Alta Drive)

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – UNANIMOUS with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

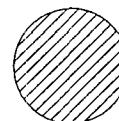
APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314



AREA OF ENCROACHMENT
PROPOSED LANDSCAPE
AREA



"A"



WRIGHT ENGINEERS, INC

7425 PEAK DRIVE
LAS VEGAS, NEVADA 89128
TEL (702) 933-7000 FAX (702) 933-7001

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Manuel Mojicar and H. Danielle Rios, owners (south of Craig Road, east of Kevin Way, APN 138-05-301-050) - County (near Ward 6 - Mack)

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

This request is to connect a single family dwelling south of Craig Road, east of Kevin Way. The owners propose to extend the 12" sewer line in Craig Road with a terminal manhole and stub to the west. A 20' wide public sewer easement required from adjacent property to the east. The Planning Department determined the project does conform to the City's General Plan for the area; there is sufficient capacity in City Sanitary Sewer. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

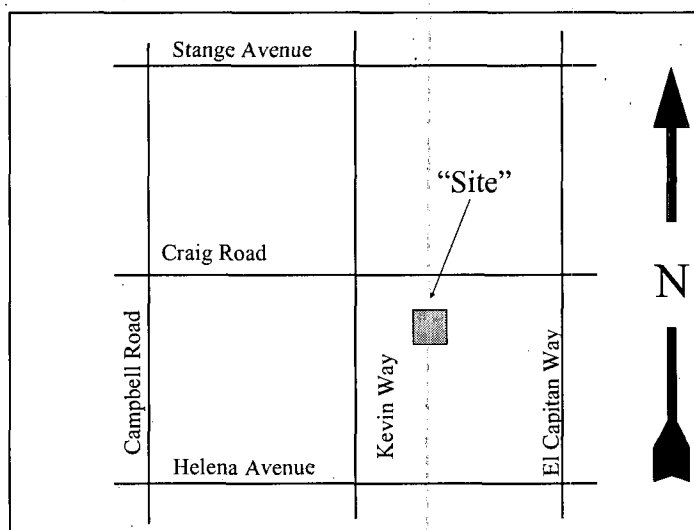
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – MANUEL MOJICAR AND H. DANIELLE RIOS, OWNERS (SOUTH OF CRAIG ROAD, EAST OF KEVIN WAY, APN 138-05-301-050)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of February, 2004, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

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

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

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by John R. Eddings (approximately 0.5 acres -- vacant land; Parcel No. 138-05-301-050 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

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

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

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

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

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

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

WITNESS OUR HANDS the day and year first above written.

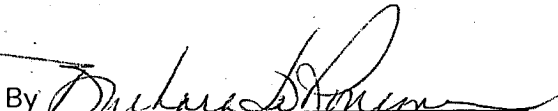
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

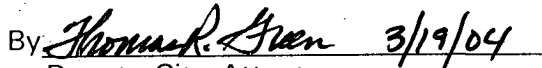
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

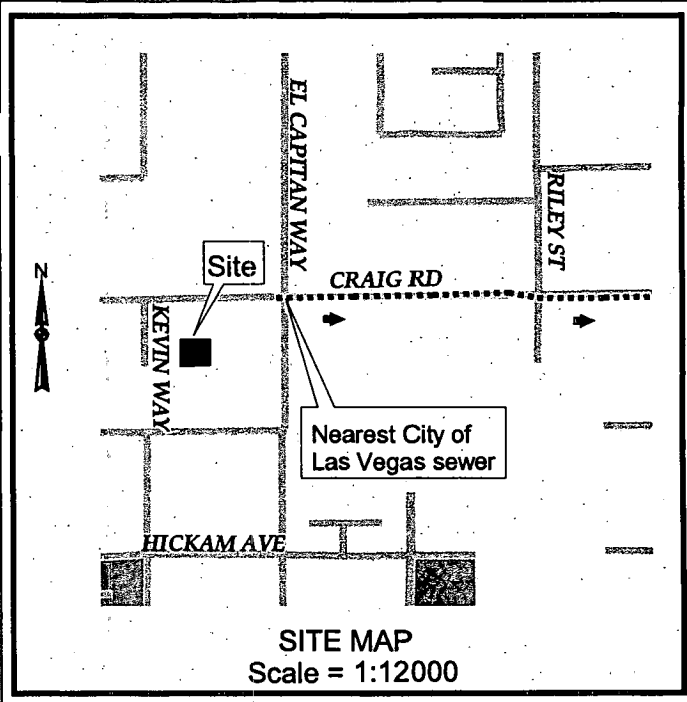
By  3/19/04
Deputy City Attorney

8865 W CRAIG RD
 PARCEL NO. 138-05-301-050
 TOTAL PARCEL ACREAGE= 0.5 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 7.1 MILES FROM SITE.

UNINCORPORATED
 COUNTY

Nearest City of
 Las Vegas sewer

Nearest C.C.W.R.D
 sewer



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - KJE Consulting Engineers, Inc. on behalf of Robert L. Feldman, owner (northeast corner of Jensen Street and Alexander Road, APN 138-06-401-005) - County (near Ward 4 - Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This request is to connect 9 single family dwellings located northeast corner of Jensen Street and Alexander Road. The owner proposes to connect to the sewer line in Alexander Road. The development must precede the Alexander/Hualapai roadway improvement project which will result in a 5-year no cut policy in Alexander Road. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant signed a "Sewer Connection Agreement." This property is located within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

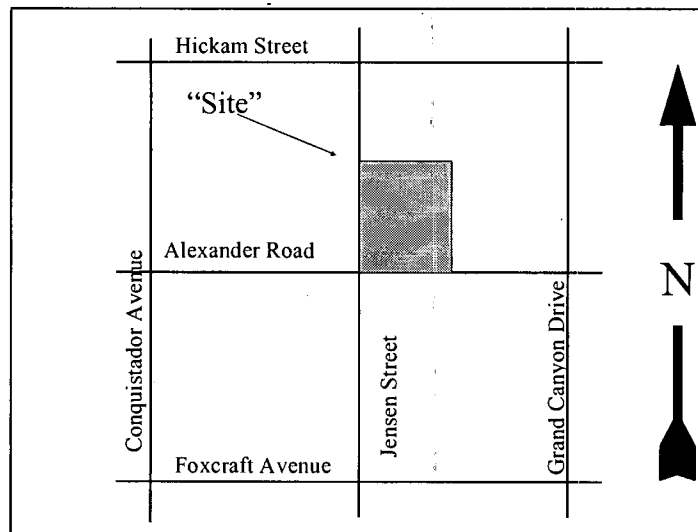
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – KJE CONSULTING ENGINEERS ON BEHALF OF ROBERT L. FELDMAN, OWNER (NORTHEAST CORNER OF JENSEN STREET AND ALEXANDER ROAD, APN 138-06-401-005)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of February, 2004, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

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

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

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Feldman, Robert L. c/o Samson Equities Corp. (approximately 4.6 acres -- vacant land; Parcel No. 138-06-401-005 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

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

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

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

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

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

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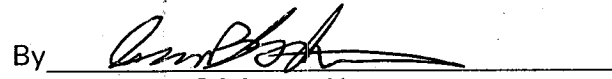
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

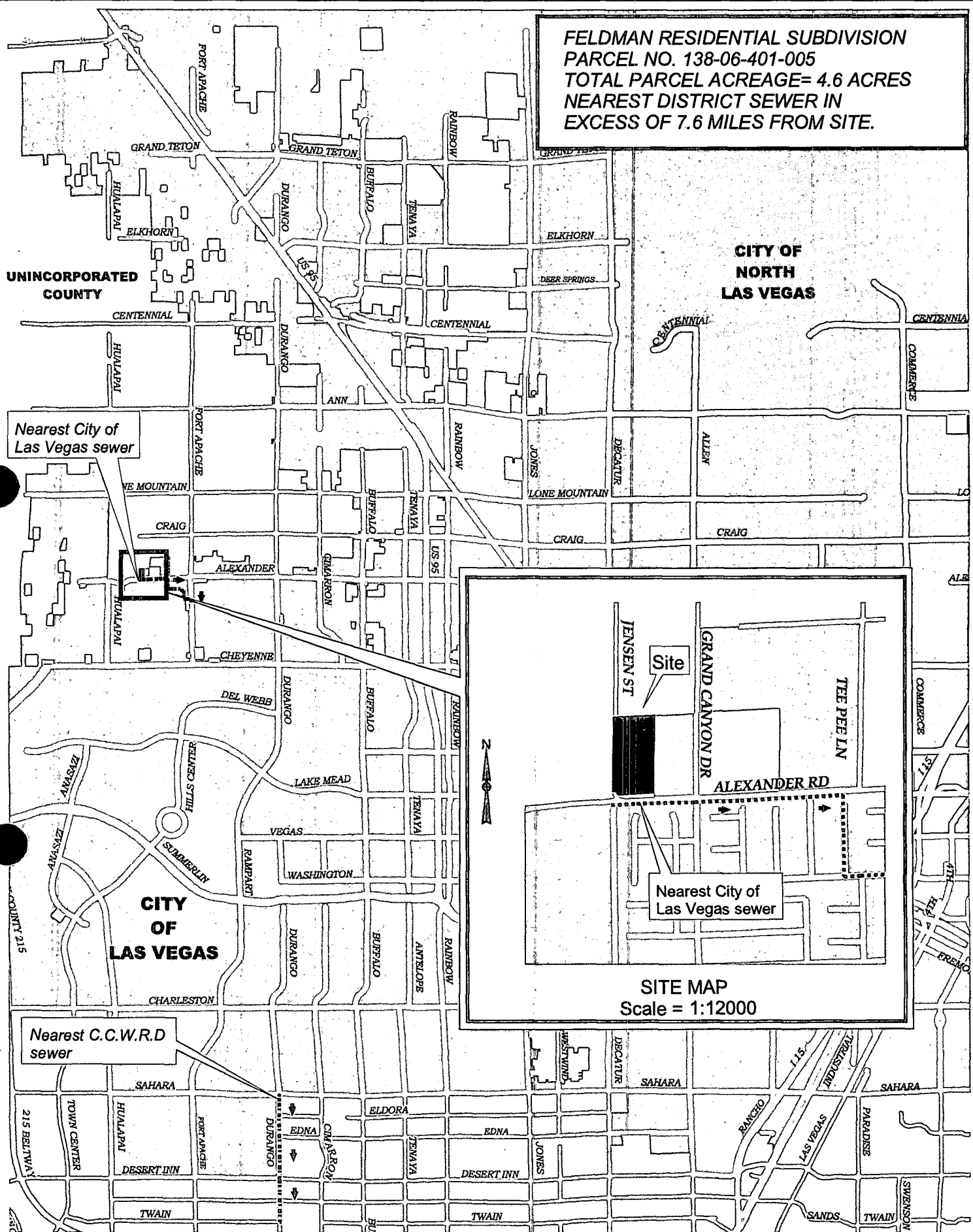
ATTEST:

By 
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

By  3/19/04
Deputy City Attorney

FELDMAN RESIDENTIAL SUBDIVISION
PARCEL NO. 138-06-401-005
TOTAL PARCEL ACREAGE= 4.6 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7.6 MILES FROM SITE.



Scale = 1:96000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from G.C. Wallace, Incorporated, on behalf of D.R. Horton, Incorporated, owner (southwest corner of Decatur Boulevard and Dorrell Lane) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed encroachment shall consist of landscaping at the southwest corner of Decatur Boulevard and Dorrell Lane and at the northwest corner of Decatur Boulevard and Deer Springs Way consisting of trees, shrubs, ground cover, and an irrigation system for the proposed Dorrell Square commercial center. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Decatur Boulevard between Dorrell Lane and Deer Springs Way)

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

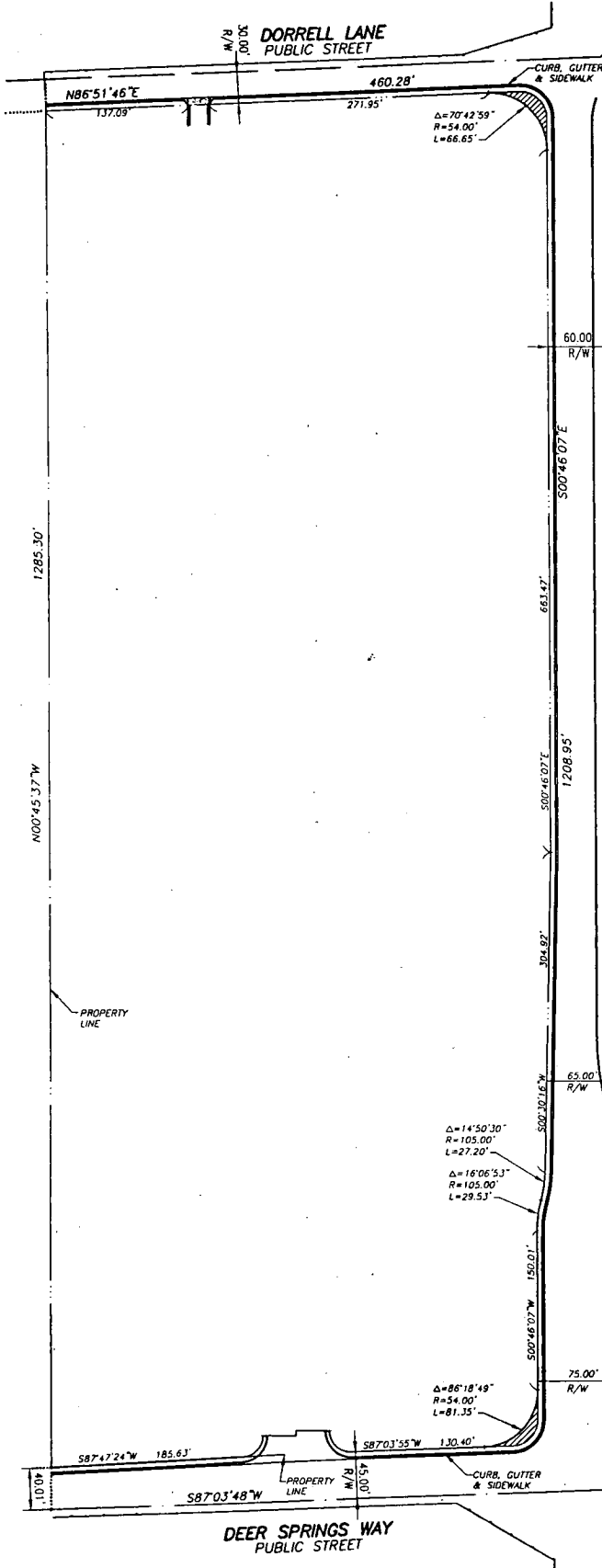
APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Work Authorization and Agreement with Ninyo & Moore for project monitoring during the demolition activities of the fifteen condominium buildings located at 1309-1425 Laurelhurst Drive and 4817-4917 Westmoreland Drive (excluding 4909 Westmoreland Drive) (\$39,532 - Affordable Housing Special Revenue Fund) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$39,532

☒

Budget Funds Available

Dept./Division: PW/Real Estate & Assets

☐

Augmentation Required

Funding Source: Affordable Housing SRF

PURPOSE/BACKGROUND:

The scope of work will include full-time monitoring during the demolition activities of the buildings, collect air samples, analyze these air samples, prepare daily air monitoring reports and daily project reports. Ninyo & Moore will provide the labor, equipment, and materials. A final written report will be prepared at the conclusion of the service.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Work Authorization and Agreement

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
3155 East Patrick Lane, Suite 12
Las Vegas, Nevada 89120

PROJECT NO. 301224007

1. PROJECT ADDRESS: 1309 to 1425 Laurelhurst Drive
4817 to 4917 Westmoreland Drive
Las Vegas, Nevada.
2. PROJECT DESCRIPTION: Contractor Surveillance.
3. SCOPE OF STUDY: Please refer to the attached proposal dated February 26, 2004.
4. FEE: \$39,532 (Thirty nine thousand five hundred thirty two dollars).
5. PORTION OF FEE IN ADVANCE OF WORK: None.
6. CLIENT: CITY OF LAS VEGAS
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada
PHONE: (702) 229-1021
- CONTACT: Mr. David Roark
PHONE: (702) 229-1021
7. STATEMENT TO BE SENT TO: Client

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and City of Las Vegas, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as Project No. 301224007 dated February 26, 2004, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental sciences profession practicing contemporaneously under similar conditions in the locality of the project. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liabilities on a particular site. Therefore, CONSULTANT cannot act as an insurer and cannot "certify" that a site is free of environmental contamination. Under no circumstance is any warranty, express or implied, made in connection with the providing of environmental sciences consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. ~~Client will protect all property, inside and out, including all plants and landscaping.~~ CONSULTANT will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

~~CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.~~ PMT

CONTAMINATED MATERIALS

In performing environmental, hydrologic, or hydrogeologic services, CONSULTANT may excavate or otherwise come in contact with hazardous materials. ~~CLIENT represents that CLIENT has informed CONSULTANT of the presence of any known hazardous materials.~~ Rmt

CLIENT recognizes that a project site containing hazardous materials may not perform as anticipated by CLIENT, even though CONSULTANT's services are performed with currently acceptable levels of care and skill. Further, CLIENT acknowledges that, while necessary for site exploration, commonly used exploration methods such as drilling borings and excavating trenches involve an inherent risk. For example, exploration on a project site containing contaminated materials may result in inducing cross-contamination and/or other negative effects.

Unanticipated hazardous materials may be encountered in an area where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. ~~CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs arising out of the discovery of hazardous materials.~~ Rmt

CONSULTANT agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. ~~CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event that the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.~~ Rmt

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT ~~and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense cost for injury or loss arising from CONSULTANT's discovery of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of development projects and any cost associated with possible reduction of the property's value.~~ Rmt

CLIENT will be solely responsible for the ultimate disposal of any materials secured by CONSULTANT which are found to be contaminated. Such materials include, but are not limited to, drilling mud, soil, groundwater, and other materials removed from excavations. Contaminated materials will be placed in suitable storage containers, labeled, and left on site.

SAMPLE DISPOSAL

CONSULTANT will dispose of all soil, rock, and water samples collected for analyses thirty (30) days after the laboratory analysis report date. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and ~~to all other parties~~ for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, and CLIENT agrees ~~to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.~~ RMT

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party defendant. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISPUTES RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Nevada will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Signature of Client or Authorized Agent - MAYOR, CITY OF LAS VEGAS

3/19/04
Date

Robert M. Troisi
Robert M. Troisi, Managing Principal of Environmental Sciences

02/26/04
Date

PM: CJB

Attest:

By

BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 3/03/04
Date

Work Authorization & Agreement

Exhibit

Proposal for Contractor Surveillance

February 26, 2004
Project No. 301224007

Mr. David Roark
City of Las Vegas-Real Estate & Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

Subject: Proposal for Contractor Surveillance
1309 to 1425 Laurelhurst Drive
4817 to 4917 Westmoreland Drive
Las Vegas, Nevada

Dear Mr. Roark:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to provide consulting services for the City of Las Vegas-Real Estate & Asset Management at the above referenced sites. Our work will consist of contractor surveillance during demolition activities of the 15 condominium buildings.

SCOPE OF SERVICES

Ninyo & Moore will provide the labor, equipment and materials to perform contractor surveillance. For the purposes of this proposal, the Client agrees to provide access and right-of-entry to the site for Ninyo & Moore's personnel and equipment.

Our scope of work for the contractor surveillance will be accomplished by and limited to performing the following tasks:

- Contractor surveillance during the demolition activities of the 15 condominium buildings.
- Collect air samples on a per-shift basis from the work areas located at the project site.
- Air samples analyzed on a 24-hour turn around time using the Phase Contrast Microscopy (PCM) method of analysis.
- Prepare daily air monitoring reports and daily project reports for the owner's representative at the site during the performance of our services.

**Work Authorization & Agreement Exhibit
Proposal for Contractor Surveillance**

- Prepare a final written report at the conclusion of our services.

COMPENSATION

The estimated fees for the scope of services outlined above are \$39,532 (thirty nine thousand five hundred thirty two dollars). Should conditions be encountered that warrant additional services, the client will be contacted for authorization. An invoice will be sent upon completion of the work. The invoice is payable upon receipt.

SCHEDULE

Following receipt of your written authorization to proceed, Ninyo & Moore will commence services described herein immediately. Our observations will be provided verbally to the client, as the information becomes available. We anticipate requiring approximately 3 weeks to complete the proposed scope of work detailed in this proposal.

We trust that this proposal satisfies your current requirements and assure you that Ninyo & Moore will be responsive to your needs. If you have any questions or comments regarding this proposal, please contact the undersigned at (702) 433-0330. For accounting purposes, please sign and return the attached Work Authorization and Agreement. We are looking forward to working with you on this project.

Sincerely,
NINYO & MOORE



Cynthia J. Bogdan
Project Environmental Scientist
Nevada Asbestos License IJM 0508



Robert M. Troisi, C.E.M.
Managing Principal of Environmental Sciences
Nevada Asbestos License IJ 0886

CJB/RMT/ltk

Distribution: (1) Addressee

Attachments: Work Authorization and Agreement
Cost Tracking Spreadsheet

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-34-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-First Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of street, water, sanitary sewer, storm sewer, curb and gutter project. Parcel is located in Trails Village Center South.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-34-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-34-2004

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. 404 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THERE AGAINST 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. 3466 that was passed, adopted and approved by the City Council of the City (the "City Council" herein) on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3475 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)" (the "District" herein) for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), by 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 (hereinafter "NRS"); and

WHEREAS, by Ordinance No. 3467 that was duly passed, adopted and approved by the City Council on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3476 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council assessed all of the costs and expenses of acquiring,

constructing and installing the Project against the assessable lots and parcels of property in the District that were benefited by the Project; and

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

WHEREAS, those certain lots or parcels of property, identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels 138-19-420-005 and 138-19-420-005, and are situate within the District, have been divided after the special assessments were levied on them and divided into installments, and not all of those installments have been collected or apportioned among other lots and parcels that may have been created out of said Parcels after the assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (the "City Treasurer" herein) to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the Parcels among the several parts into which the Parcels have been divided;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March, 2004, as follows:

SECTION 1. That the City Treasurer be, and he is hereby authorized, empowered and directed to apportion, on an equitable basis, the uncollected and heretofore unapportioned amount of the special assessments that were heretofore, by virtue of the adoption by the City Council of said Ordinance Nos. 3467 and 3476, levied upon the Parcels among the several parts into which the Parcels have been divided.

SECTION 2. That the City Treasurer be, and he is hereby further authorized, empowered and directed to prepare, submit and file with the City Clerk of the City (the "City

Clerk" herein) a report of the apportionment that is required by Section 1 of this Resolution.

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

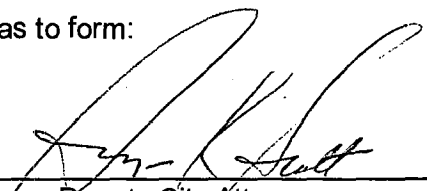
SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.



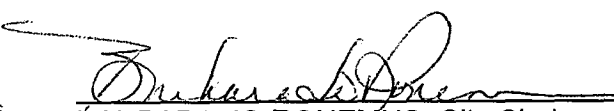
OSCAR B. GOODMAN, Mayor

Approved as to form:

3/4/04 

Date Deputy City Attorney

ATTEST:



BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-35-2004 - Approval of a Resolution approving the Forty-First Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

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No Impact

Amount:

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Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of street, water, sanitary sewer, storm sewer, curb and gutter project. Parcel is located in Trails Village Center South.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-35-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-35-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 404 (SUMMERLIN AREA); APPROVING THE FORTY-FIRST ASSESSMENT LIEN 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. 404 (Summerlin Area)" (the "District" herein), for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and of defraying the entire cost 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 provision of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") 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 those certain lots or parcels of property that are situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels 138-19-420-005 and 138-19-420-006, (the "Parcels" herein) among the several parts into which the Parcels have been divided or amended and to prepare, submit and file with the City Clerk of the City (the "City Clerk" herein) a report of such apportionment; and

WHEREAS, the City Treasurer, on the 17th day of March 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Forty-First Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)"; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof, held on this 17th day of March 2004, as follows:

SECTION 1. That the certain document entitled "Forty-First Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby approved and adopted as and for the City's plan for the apportionment of the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon the Parcels among the several parts into which said Parcels have been divided.

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

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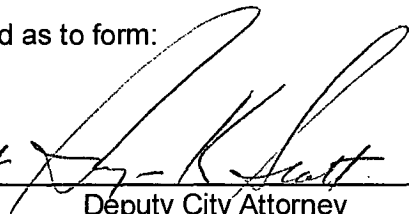
SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they are hereby repealed.

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.



OSCAR B. GOODMAN, Mayor

Approved as to form:

3/4/04 

Date Deputy City Attorney

ATTEST:



BARBARA JO RONECUS, City Clerk

APN: 138-19-420-005
138-19-420-006

City of Las Vegas, Nevada
Special Improvement District No. 404
(Summerlin Area)

FORTY-FIRST ASSESSMENT LIEN APPORTIONMENT REPORT
March 17, 2004

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 MAR 18 A 8:11

FORTY-FIRST ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against those certain parcels of property identified by the County Assessor's parcel numbers as Parcel 138-19-420-005 and - 006, each in the original amount of \$22,790.72 are hereby combined, as follows:

OWNER/DEVELOPER	Previous APN	New APN	ASSESSMENT
Trail Gate L L C	138-19-420-005	138-19-420-008*	\$ 22,790.72
	138-19-420-006		\$ 22,790.72
		TOTAL	\$ 45,581.44

* Survey Areas 1 and 2 as described in Record of Survey File 122, Page 20 recorded in the office of the County Recorder, Clark County, Nevada, in Book 20020510 as Instrument Number 418 on May 10, 2002.

DATED this 17th day of March 2004

I concur with the foregoing Apportionment Report.

TRAIL GATE, L L C, a Nevada limited liability company
BY: NIKKO CAPITAL CORP., a California Corporation, MANAGER

Yukinori Yoshimura, Secretary
Print Name/Title

 3/11/04
Signature Date

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-36-2004 - Approval of a Resolution directing the City Treasurer to prepare the Twentieth Assessment Lien Apportionment Report for Special Improvement District No. 505 - Elkhorn Springs Area (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact

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No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquiring and improving a street, road, water, sanitary sewer, storm sewer, curb and gutter and sidewalk project in the Elkhorn Springs Area.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-36-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. _____

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. 505 (ELKHORN SPRINGS 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 (hereinafter the "City"), 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 the State; and

WHEREAS, by Ordinance No. 3749 (First Amendment) that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 3rd day of November, 1993, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 505 (Elkhorn Springs Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, water, sanitary sewer, storm sewer, curb and gutter and sidewalk project (hereinafter the "Project"), by defraying the entire cost and expense of the Project 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 (hereinafter "NRS") that provide therefor; and

///

1 WHEREAS, by Ordinance No. 3750 that was duly passed, adopted and approved
2 by the City Council on the 3rd day of November, 1993, the City Council assessed all of
3 the cost and expense 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 the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lots or parcels have
12 been divided; and

13 WHEREAS, those certain lots or parcels of property, identified by the Clark
14 County, Nevada, County Assessor's parcel numbers as Parcel 125-16-318-002,
15 125-16-318-003 and 125-16-318-005, and are situate within the District, have been
16 divided after the special assessments were levied and divided into installments, and not
17 all of those installments have been collected or apportioned among other lots and parcels
18 that may have been created out of said Parcels after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting being held on this 17th day of March, 2004, as
3 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 Ordinance No. 3750, levied upon those certain lots and parcels of
8 property and are situate within the District and are identified by the Clark County, Nevada,
9 County Assessor's parcel numbers as Parcels 125-16-318-002, 125-16-318-003 and
10 125-16-318-005, among the several parts into which said Parcels have been divided;

11 SECTION 2. That the City Treasurer be, and he hereby is, further authorized,
12 empowered and directed to prepare, submit and file with the City Clerk of the City
13 (hereinafter the "City Clerk") 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, empowered
16 and directed to furnish a copy of this Resolution to the City Treasurer.

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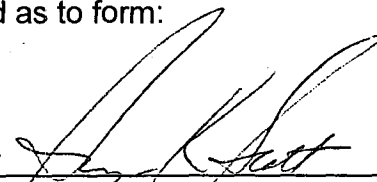
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1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with the
2 provisions of this Resolution be, and they hereby are, repealed.

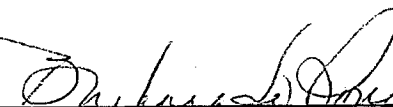
3 PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.

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5 
6 OSCAR B. GOODMAN, Mayor

7
8 Approved as to form:

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10 
11 3/4/04
12 Date Deputy City Attorney

13 ATTEST:

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15 BARBARA JO RONEMUS, City Clerk
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

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DISCUSSION

SUBJECT:

RESOLUTIONS:

R-37-2004 - Approval of a Resolution approving the Twentieth Assessment Lien Apportionment Report for Special Improvement District No. 505 - Elkhorn Springs Area (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquiring and improving a street, road, water, sanitary sewer, storm sewer, curb and gutter and sidewalk project in the Elkhorn Springs Area.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-37-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-37-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 505 (ELKHORN SPRINGS AREA); APPROVING THE TWENTIETH ASSESSMENT LIEN 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 (hereinafter the "City Council" and the "City", respectively), 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. 505 (Elkhorn Springs Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of a street, road, water, sanitary sewer, storm sewer, curb and gutter and sidewalk project (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, 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 (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon those certain lots and parcels of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels 125-16-318-002, 125-16-318-003 and 125-16-318-005, among the several parts into

///

1 which said Parcels have been divided and to prepare, submit and file with the City Clerk
2 of the City (hereinafter the "City Clerk") a report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 17th day of March 2004, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "Twentieth Assessment
5 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 505 (Elkhorn Springs Area)"; and

7 WHEREAS, the City Council has reviewed that 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 being held on this 17th day of March,
11 2004, as follows:

12 SECTION 1. That certain document entitled "Twentieth Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No.
14 505 (Elkhorn Springs 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 levied upon
17 those certain lots and parcels of property that are situate within the District and are
18 identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels
19 125-16-318-002, 125-16-318-003 and 125-16-318-005, among the several parts into
20 which said Parcels have been divided.

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

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

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.


OSCAR B. GOODMAN, Mayor

Approved as to form:

Approved as to form:

3/4/04 

Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

APN: 125-16-318-002
125-16-318-003
125-16-318-005

City of Las Vegas, Nevada
Special Improvement District No. 505
(Elkhorn Springs Area)

TWENTIETH ASSESSMENT LIEN APPORTIONMENT REPORT
(March 17, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District – 4th Floor
400 E. Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2004 MAR 18 A 8:11

TWENTIETH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessments that have heretofore been levied against those certain parcels of property that are identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels 125-16-318-002, 125-16-318-003, and 125-16-318-005 in the amounts of \$16,887.21, 25,909.14, and \$52,743.62, respectively, are hereby apportioned among the parcels that have been created out of the said Parcels, as follows:

ORIGINAL ASSESSMENT			NEW ASSESSMENT		
PARCEL NUMBER	ACRES	ASSESSMENT	PARCEL NUMBER	ACRES	ASSESSMENT
125-16-318-002	0.73	\$ 16,887.21	125-16-318-006 ¹	1.12	\$ 25,909.14
125-16-318-003	1.12	\$ 25,909.14	125-16-318-011 ²	1.40	\$ 32,386.43
125-16-318-005	2.28	\$ 52,743.62	125-16-318-016 ³	0.88	\$ 20,357.19
TOTAL	4.13	\$ 95,539.97	125-16-318-017 ⁴	0.73	\$ 16,887.21
			TOTAL	4.13	\$ 95,539.97

¹ Survey Area B-1 in Record of Survey File 122, Page 52 recorded in the Office of the County Recorder, Clark County, Nevada in Book 20020520 as Instrument 2119 recorded on May 20, 2002.

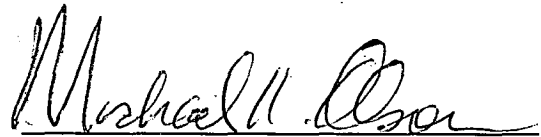
² Survey Area D-2 in Record of Survey File 132, Page 66 recorded in the Office of the County Recorder, Clark County, Nevada in Book 20030827 as Instrument 3351 recorded on August 27, 2003.

³ Survey Area A-2 in Record of Survey File 132, Page 66 recorded in the Office of the County Recorder, Clark County, Nevada in Book 20030827 as Instrument 3351 recorded on August 27, 2003.

⁴ Survey Area E-2 in Record of Survey File 132, Page 66 recorded in the Office of the County Recorder, Clark County, Nevada in Book 20030827 as Instrument 3351 recorded on August 27, 2003.

DATED This 17th day of March, 2004.

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-38-2004 - Approval of a Resolution directing the City Treasurer to prepare the Seventy-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of street, road, sanitary sewer, storm/drainage improvements, and water main projects. Parcel is located in Summerlin Village 12 Business Park.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-38-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

1 RESOLUTION NO. R-38-2004

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

12 WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark
13 and State of Nevada, is organized and operating pursuant to the provisions of Chapter
14 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and
15 the general laws of the State; and

16 WHEREAS, by Ordinance No. 3992 that was duly passed, adopted and approved
17 by the City Council of the City (hereinafter the "City Council") on the 15th day of
18 May, 1996, the City Council created "City of Las Vegas, Nevada, Special Improvement
19 District No. 707 (Summerlin Area)" (hereinafter the "District") for the purposes of providing
20 for the acquisition, construction and installation of street, road, sanitary sewer, storm
21 sewer/drainage improvements, and water main projects (hereinafter the "Project"), by
22 defraying the entire cost and expense of the Project by special assessments, against the
23 assessable lots and parcels of property within the District according to the benefits that
24 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 (hereinafter "NRS") that provide therefor; and

23 ///

24 ///

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, which has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-36-811-010, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
3 2004, 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 Ordinance No. 3993, levied upon that certain lot or parcel of
8 property and is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-36-811-010, among the several parts
10 into which said Parcel 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 (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of 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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19 ///

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21 ///

22 ///

23 ///

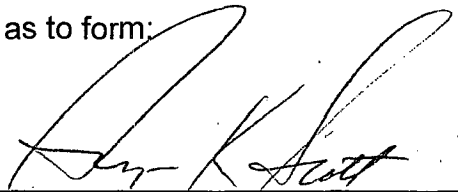
24 ///

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 17th day of March, 2004.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 3/4/04 
10 Date Deputy City Attorney

11 ATTEST:

12
13 
14 BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-39-2004 - Approval of a Resolution approving the Seventy-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of street, road, sanitary sewer, storm/drainage improvements, and water main projects. Parcel is located in Summerlin Village 12 Business Park.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-39-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

1 RESOLUTION NO. R-39-2004

2 A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA,
3 SPECIAL IMPROVEMENT DISTRICT NO. 707 (SUMMERLIN AREA);
4 APPROVING THE SEVENTY-NINTH ASSESSMENT LIEN
5 APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND
6 PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING
7 THE RECORDATION OF SAID REPORT.

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

20 WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City
21 Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis,
22 the uncollected and heretofore unapportioned amounts of the special assessments that
23 were levied upon that certain lot or parcel of property situate within the District and
24 identified by the Clark County, Nevada, County Assessor's parcel number as Parcel
137-36-811-010, among the several parts into which said Parcel has been divided and to

///

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

3 WHEREAS, the City Treasurer, on the 17th day of March, 2004, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "Seventy-Ninth
5 Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special
6 Improvement District No. 707 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that 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 being held on this 17th day of March,
11 2004, as follows:

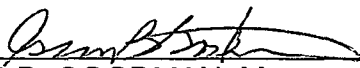
12 SECTION 1. That certain document entitled "Seventy-Ninth Assessment
13 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 707 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted, as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-36-811-010,
19 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.

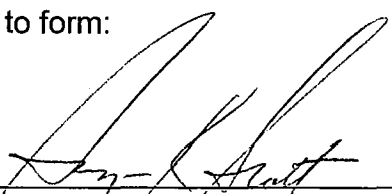
24 ///

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 17th day of March, 2004.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 
10 Date 3/4/04 Deputy City Attorney

11
12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

APN: 137-36-811-010

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

SEVENTY-NINTH ASSESSMENT LIEN APPORTIONMENT REPORT
(March 17, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 MAR 18 P 2:37

SEVENTY-NINTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified as being Clark County Assessor's Parcel Number 137-36-811-010 in the original amount of \$221,842.42 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said parcel, as follows:

LEGAL DESCRIPTION APN	PER PARCEL ASSESSMENT
137-36-811-018 ¹	\$ 157,887.85
137-36-811-019 ²	\$ 63,954.57
TOTAL	\$ 221,842.42

¹ all of Lot 1, Block B in "Summerlin Village 12 Business Park Parcel AA Lot 2", A Commercial Subdivision, as shown by map thereof on file in Book 87, Page 14 of Plats in the Clark County Recorder's Office, Clark County, Nevada excepting therefrom the following described parcels:

Survey Areas "A" and "B" as described in Record of Survey File 111, Page 30 recorded in the office of the County Recorder, Clark County, Nevada in Book 20000907 as Instrument number 01434, recorded on September 7, 2000 and

Lot 1 as described in Record of Survey File 114, Page 19 recorded in the office of the County Recorder, Clark County, Nevada in Book 20010126 as Instrument number 01001, recorded on January 26, 2001

Survey Area as shown in Record of Survey File 126, Page 99 recorded in Book 20030108, Instrument 1890 on January 8, 2003 in the office of the County Recorder, Clark County, Nevada

Survey Area as shown in Record of Survey File 127, Page 30 recorded in Book 20030122, Instrument 956 on January 22, 2003 in the office of the County Recorder, Clark County, Nevada.

Survey Area as shown in Record of Survey File 131, Page 13 recorded in Book 20030613, Instrument 572 on June 13, 2003 in the office of the County Recorder, Clark County, Nevada.

Survey Area as shown in Record of Survey File 135, Page 5 recorded in Book 20031230, Instrument 3490 on December 30, 2003 in the office of the County Recorder, Clark County, Nevada.

- ² Survey Area as shown in Record of Survey File 135, Page 5 recorded in Book 20031230, Instrument 3490 on December 30, 2003 in the office of the County Recorder, Clark County, Nevada.

DATED this 17th day of March, 2004.

I concur with the apportionments as stated above.



KEVIN ORROCK, Executive Vice President/Treasurer
THE HOWARD HUGHES CORPORATION, a Nevada Corporation
(Developer)

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-40-2004 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Los Lomas at the Paseos.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-40-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-40-2004

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. 808 (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 (hereinafter the "City"), 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 the State; and

WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively, the City Council created and amended "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project 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 (hereinafter "NRS") that provide therefor; and

///

1 WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved
2 by the City Council on the 7th day of February, 2001, the City Council assessed all of
3 the cost and expense 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, which has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-34-810-001, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
3 2004, 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 Ordinance No. 5293, levied upon that certain lot or parcel of
8 property and is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-34-810-001, among the several parts
10 into which said Parcel 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 (hereinafter the "City Clerk") a Report of the apportionment that is required by
14 Section 1 of 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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SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.


OSCAR B. GOODMAN, Mayor

Approved as to form:

Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-41-2004 - Approval of a Resolution approving the Fifty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Los Lomas at the Paseos.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-41-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

1 RESOLUTION NO. R-41-2004

2 A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA,
3 SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA);
4 APPROVING THE FIFTY-SIXTH ASSESSMENT LIEN
5 APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND
6 PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING
7 THE RECORDATION OF SAID REPORT.

8 WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City
9 Council" and the "City", respectively), in the County of Clark and State of Nevada, has
10 taken the requisite legal action that is preliminary to, and in the creation of, "City of Las
11 Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter
12 the "District"), for the purposes of providing for the acquisition, construction and
13 installation of street, road, sanitary sewer, storm sewer/drainage improvements, and
14 water main projects (hereinafter the "Project"); and of defraying the entire cost and
15 expense of the Project, by special assessments, against the assessable lots and parcels
16 of property within the District according to the benefits that would be derived from the
17 Project by the respective lots and parcels that were to be so assessed, all in accordance
18 with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter
19 "NRS") that provide therefor; and

20 WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City
21 Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis,
22 the uncollected and heretofore unapportioned amounts of the special assessments that
23 were levied upon that certain lot or parcel of property situate within the District and
24 identified by the Clark County, Nevada, County Assessor's parcel number as Parcel
137-34-810-001, among the several parts into which said Parcel has been divided, and to

///

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

3 WHEREAS, the City Treasurer, on the 17th day of March, 2004, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "Fifty-Sixth Assessment
5 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 808 (Summerlin Area)"; and

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

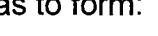
9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
11 2004, as follows:

12 SECTION 1. That certain document entitled "Fifty-Sixth Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 808 (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 levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-001,
19 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 the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 Treasurer.

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.

Approved as to form:

3/4/04 
Date Deputy City Attorney


BARBARA JO RONEMUS, City Clerk

APN: 137-34-810-001

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FIFTY-SIXTH ASSESSMENT LIEN APPORTIONMENT REPORT
(March 17, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 MAR 18 A 8:11

FIFTY-SIXTH ASSESSMENT LIEN APPORTIONMENT REPORT

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 137-34-810-001, in the amount of \$526,987.48, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	1 ¹	\$ 6,057.33
A	2 ¹	\$ 6,057.33
A	3 ¹	\$ 6,057.33
A	4 ¹	\$ 6,057.33
A	5 ¹	\$ 6,057.33
A	6 ¹	\$ 6,057.33
A	7 ¹	\$ 6,057.33
A	8 ¹	\$ 6,057.33
A	9 ¹	\$ 6,057.33
A	10 ¹	\$ 6,057.33
A	11 ¹	\$ 6,057.33
A	12 ¹	\$ 6,057.33
A	13 ¹	\$ 6,057.33
A	14 ¹	\$ 6,057.33
A	15 ¹	\$ 6,057.33
A	16 ¹	\$ 6,057.33
A	17 ¹	\$ 6,057.33
A	18 ¹	\$ 6,057.33

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	19 ¹	\$ 6,057.33
A	20 ¹	\$ 6,057.33
A	21 ¹	\$ 6,057.33
A	22 ¹	\$ 6,057.33
A	23 ¹	\$ 6,057.33
A	24 ¹	\$ 6,057.33
A	25 ¹	\$ 6,057.33
A	26 ¹	\$ 6,057.33
A	27 ¹	\$ 6,057.33
A	28 ¹	\$ 6,057.33
A	29 ¹	\$ 6,057.33
A	30 ¹	\$ 6,057.33
A	31 ¹	\$ 6,057.33
A	32 ¹	\$ 6,057.33
A	33 ¹	\$ 6,057.33
A	34 ¹	\$ 6,057.33
A	35 ¹	\$ 6,057.33
A	36 ¹	\$ 6,057.33
A	37 ¹	\$ 6,057.33
A	38 ¹	\$ 6,057.33
A	39 ¹	\$ 6,057.33
A	40 ¹	\$ 6,057.33
A	41 ¹	\$ 6,057.33
A	42 ¹	\$ 6,057.33
A	43 ¹	\$ 6,057.33
A	44 ¹	\$ 6,057.33

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	45 ¹	\$ 6,057.33
A	46 ¹	\$ 6,057.33
B	47 ¹	\$ 6,057.33
B	48 ¹	\$ 6,057.33
B	49 ¹	\$ 6,057.33
B	50 ¹	\$ 6,057.33
B	51 ¹	\$ 6,057.33
B	52 ¹	\$ 6,057.33
B	53 ¹	\$ 6,057.33
B	54 ¹	\$ 6,057.33
B	55 ¹	\$ 6,057.33
B	56 ¹	\$ 6,057.33
B	57 ¹	\$ 6,057.33
B	58 ¹	\$ 6,057.33
B	59 ¹	\$ 6,057.33
B	60 ¹	\$ 6,057.33
B	61 ¹	\$ 6,057.33
B	62 ¹	\$ 6,057.33
B	63 ¹	\$ 6,057.33
B	64 ¹	\$ 6,057.33
B	65 ¹	\$ 6,057.32
B	66 ¹	\$ 6,057.32
B	67 ¹	\$ 6,057.32
B	68 ¹	\$ 6,057.32
B	69 ¹	\$ 6,057.32
B	70 ¹	\$ 6,057.32

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
B	71 ¹	\$ 6,057.32
B	72 ¹	\$ 6,057.32
B	73 ¹	\$ 6,057.32
B	74 ¹	\$ 6,057.32
B	75 ¹	\$ 6,057.32
B	76 ¹	\$ 6,057.32
B	77 ¹	\$ 6,057.32
B	78 ¹	\$ 6,057.32
B	79 ¹	\$ 6,057.32
B	80 ¹	\$ 6,057.32
B	81 ¹	\$ 6,057.32
B	82 ¹	\$ 6,057.32
B	83 ¹	\$ 6,057.32
B	84 ¹	\$ 6,057.32
B	85 ¹	\$ 6,057.32
B	86 ¹	\$ 6,057.32
B	87 ¹	\$ 6,057.32
TOTAL		\$ 526,987.48

¹ of Los Lomas at the Paseos as recorded in Book 115 of Plats, Page 13 in the Office of the County Recorder, Clark County, Nevada

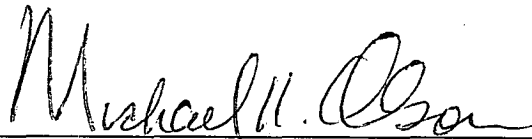
DATED this 17th day of March 2004.

I concur with the apportionments as stated above.



KEVIN ORROCK, Vice President/Treasurer
THE HOWARD HUGHES CORPORATION, a Nevada Corporation
(Developer)

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-42-2004 - Approval of a Resolution directing the City Treasurer to prepare the Fifty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Coronado at Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-42-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-42-2004

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. 808 (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 (hereinafter the "City"), 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 the State; and

WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively, the City Council created and amended "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project 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 (hereinafter "NRS") that provide therefor; and

///

1 WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved
2 by the City Council on the 7th day of February, 2001, the City Council assessed all of
3 the cost and expense 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, which has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-34-810-003, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
3 2004, 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 Ordinance No. 5293, levied upon that certain lot or parcel of
8 property and is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-34-810-003, among the several parts
10 into which said Parcel 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 (hereinafter the "City Clerk") a Report of the apportionment that is required by
14 Section 1 of 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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SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.


OSCAR B. GOODMAN, Mayor

Approved as to form:

Approved as to form:

3/4/04 
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-43-2004 - Approval of a Resolution approving the Fifty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Coronado at Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-43-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

1 RESOLUTION NO. R-43-2004

2 A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA,
3 SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA);
4 APPROVING THE FIFTY-SEVENTH ASSESSMENT LIEN
5 APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND
6 PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING
7 THE RECORDATION OF SAID REPORT.

8 WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City
9 Council" and the "City", respectively), in the County of Clark and State of Nevada, has
10 taken the requisite legal action that is preliminary to, and in the creation of, "City of Las
11 Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter
12 the "District"), for the purposes of providing for the acquisition, construction and
13 installation of street, road, sanitary sewer, storm sewer/drainage improvements, and
14 water main projects (hereinafter the "Project"), and of defraying the entire cost and
15 expense of the Project, by special assessments, against the assessable lots and parcels
16 of property within the District according to the benefits that would be derived from the
17 Project by the respective lots and parcels that were to be so assessed, all in accordance
18 with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter
19 "NRS") that provide therefor; and

20 WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City
21 Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis,
22 the uncollected and heretofore unapportioned amounts of the special assessments that
23 were levied upon that certain lot or parcel of property situate within the District and
24 identified by the Clark County, Nevada, County Assessor's parcel number as Parcel
137-34-810-003, among the several parts into which said Parcel has been divided, and to

///

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

3 WHEREAS, the City Treasurer, on the 17th day of March, 2004, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "Fifty-Seventh
5 Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special
6 Improvement District No. 808 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that 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 being held on this 17th day of March,
11 2004, as follows:

12 SECTION 1. That certain document entitled "Fifty-Seventh Assessment
13 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 808 (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 levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-003,
19 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 the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 Treasurer.

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

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.


OSCAR B. GOODMAN, Mayor

Approved as to form:

3/4/04 
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

APN: 137-34-810-003

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FIFTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT
(March 17, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2004 MAR 18 A 8:11

FIFTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT

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 137-34-810-003, in the amount of \$393,124.97, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL ASSESSMENT
BLDG	UNIT	
1	1104 ¹	\$ 2,259.34
1	2104 ¹	\$ 2,259.34
2	1102 ¹	\$ 2,259.34
2	1103 ¹	\$ 2,259.34
2	2101 ¹	\$ 2,259.34
2	2102 ¹	\$ 2,259.34
2	2103 ¹	\$ 2,259.34
3	1092 ¹	\$ 2,259.34
3	1093 ¹	\$ 2,259.34
3	2092 ¹	\$ 2,259.34
3	2093 ¹	\$ 2,259.34
3	2094 ¹	\$ 2,259.34
4	1090 ¹	\$ 2,259.34
4	1091 ¹	\$ 2,259.34
4	2089 ¹	\$ 2,259.34
4	2090 ¹	\$ 2,259.34
4	2091 ¹	\$ 2,259.34
5	1086 ¹	\$ 2,259.34
5	1087 ¹	\$ 2,259.34
5	2086 ¹	\$ 2,259.34
5	2087 ¹	\$ 2,259.34

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
5	2088 ¹	\$ 2,259.34
6	1084 ¹	\$ 2,259.34
6	1085 ¹	\$ 2,259.34
6	2083 ¹	\$ 2,259.34
6	2084 ¹	\$ 2,259.34
6	2085 ¹	\$ 2,259.34
7	1070 ¹	\$ 2,259.34
7	1071 ¹	\$ 2,259.34
7	2070 ¹	\$ 2,259.34
7	2071 ¹	\$ 2,259.34
7	2072 ¹	\$ 2,259.34
8	1068 ¹	\$ 2,259.34
8	1069 ¹	\$ 2,259.34
8	2067 ¹	\$ 2,259.34
8	2068 ¹	\$ 2,259.34
8	2069 ¹	\$ 2,259.34
9	1064 ¹	\$ 2,259.34
9	1065 ¹	\$ 2,259.34
9	2064 ¹	\$ 2,259.34
9	2065 ¹	\$ 2,259.34
9	2066 ¹	\$ 2,259.34
10	1062 ¹	\$ 2,259.34
10	1063 ¹	\$ 2,259.34
10	2061 ¹	\$ 2,259.34
10	2062 ¹	\$ 2,259.34
10	2063 ¹	\$ 2,259.34
11	1058 ¹	\$ 2,259.34
11	1059 ¹	\$ 2,259.34
11	2058 ¹	\$ 2,259.34

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
11	2059 ¹	\$ 2,259.34
11	2060 ¹	\$ 2,259.34
12	1056 ¹	\$ 2,259.34
12	1057 ¹	\$ 2,259.34
12	2055 ¹	\$ 2,259.34
12	2056 ¹	\$ 2,259.34
12	2057 ¹	\$ 2,259.34
13	1043 ¹	\$ 2,259.34
13	1044 ¹	\$ 2,259.34
13	2043 ¹	\$ 2,259.34
13	2044 ¹	\$ 2,259.34
13	2045 ¹	\$ 2,259.34
14	1041 ¹	\$ 2,259.34
14	1042 ¹	\$ 2,259.34
14	2040 ¹	\$ 2,259.34
14	2041 ¹	\$ 2,259.34
14	2042 ¹	\$ 2,259.34
15	1037 ¹	\$ 2,259.34
15	1038 ¹	\$ 2,259.34
15	2037 ¹	\$ 2,259.34
15	2038 ¹	\$ 2,259.34
15	2039 ¹	\$ 2,259.34
16	1035 ¹	\$ 2,259.34
16	1036 ¹	\$ 2,259.34
16	2034 ¹	\$ 2,259.34
16	2035 ¹	\$ 2,259.34
16	2036 ¹	\$ 2,259.34
17	1016 ¹	\$ 2,259.34
17	1017 ¹	\$ 2,259.34

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
17	2016 ¹	\$ 2,259.34
17	2017 ¹	\$ 2,259.34
17	2018 ¹	\$ 2,259.34
18	1014 ¹	\$ 2,259.34
18	1015 ¹	\$ 2,259.34
18	2013 ¹	\$ 2,259.34
18	2014 ¹	\$ 2,259.34
18	2015 ¹	\$ 2,259.34
19	1010 ¹	\$ 2,259.34
19	1011 ¹	\$ 2,259.34
19	2010 ¹	\$ 2,259.34
19	2011 ¹	\$ 2,259.34
19	2012 ¹	\$ 2,259.34
20	1008 ¹	\$ 2,259.34
20	1009 ¹	\$ 2,259.34
20	2007 ¹	\$ 2,259.34
20	2008 ¹	\$ 2,259.34
20	2009 ¹	\$ 2,259.34
21	1004 ¹	\$ 2,259.34
21	1005 ¹	\$ 2,259.34
21	2004 ¹	\$ 2,259.34
21	2005 ¹	\$ 2,259.34
21	2006 ¹	\$ 2,259.34
22	1002 ¹	\$ 2,259.34
22	1003 ¹	\$ 2,259.34
22	2001 ¹	\$ 2,259.34
22	2002 ¹	\$ 2,259.34
22	2003 ¹	\$ 2,259.34
23	1098 ¹	\$ 2,259.34

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
23	1099 ¹	\$ 2,259.34
23	2098 ¹	\$ 2,259.34
23	2099 ¹	\$ 2,259.34
23	2100 ¹	\$ 2,259.34
24	1096 ¹	\$ 2,259.34
24	1097 ¹	\$ 2,259.34
24	2095 ¹	\$ 2,259.34
24	2096 ¹	\$ 2,259.34
24	2097 ¹	\$ 2,259.34
25	1080 ¹	\$ 2,259.34
25	1081 ¹	\$ 2,259.34
25	2080 ¹	\$ 2,259.34
25	2081 ¹	\$ 2,259.34
25	2082 ¹	\$ 2,259.34
26	1078 ¹	\$ 2,259.34
26	1079 ¹	\$ 2,259.34
26	2077 ¹	\$ 2,259.34
26	2078 ¹	\$ 2,259.34
26	2079 ¹	\$ 2,259.34
27	1075 ¹	\$ 2,259.34
27	1076 ¹	\$ 2,259.34
27	2073 ¹	\$ 2,259.34
27	2075 ¹	\$ 2,259.34
27	2076 ¹	\$ 2,259.34
28	1074 ¹	\$ 2,259.34
28	2074 ¹	\$ 2,259.34
29	1053 ¹	\$ 2,259.34
29	1054 ¹	\$ 2,259.34

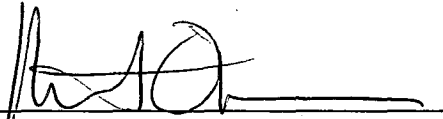
LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
29	2052 ¹	\$ 2,259.34
29	2053 ¹	\$ 2,259.34
29	2054 ¹	\$ 2,259.34
30	1049 ¹	\$ 2,259.34
30	1050 ¹	\$ 2,259.34
30	2049 ¹	\$ 2,259.34
30	2050 ¹	\$ 2,259.34
30	2051 ¹	\$ 2,259.34
31	1047 ¹	\$ 2,259.34
31	1048 ¹	\$ 2,259.34
31	2046 ¹	\$ 2,259.34
31	2047 ¹	\$ 2,259.34
31	2048 ¹	\$ 2,259.34
32	1031 ¹	\$ 2,259.34
32	1032 ¹	\$ 2,259.34
32	2031 ¹	\$ 2,259.34
32	2032 ¹	\$ 2,259.34
32	2033 ¹	\$ 2,259.34
33	1029 ¹	\$ 2,259.34
33	1030 ¹	\$ 2,259.33
33	2028 ¹	\$ 2,259.33
33	2029 ¹	\$ 2,259.33
33	2030 ¹	\$ 2,259.33
34	1025 ¹	\$ 2,259.33
34	1026 ¹	\$ 2,259.33
34	2025 ¹	\$ 2,259.33
34	2026 ¹	\$ 2,259.33
34	2027 ¹	\$ 2,259.33

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
35	1023 ¹	\$ 2,259.33
35	1024 ¹	\$ 2,259.33
35	2022 ¹	\$ 2,259.33
35	2023 ¹	\$ 2,259.33
35	2024 ¹	\$ 2,259.33
36	1020 ¹	\$ 2,259.33
36	1021 ¹	\$ 2,259.33
36	2019 ¹	\$ 2,259.33
36	2020 ¹	\$ 2,259.33
36	2021 ¹	\$ 2,259.33
TOTAL		\$ 393,124.97

¹ of Coronado at Summerlin as recorded in Book 114 of Plats, Page 90 in the Office of the County Recorder, Clark County, Nevada

DATED this 17th day of March 2004.

I concur with the apportionments as stated above.



MARK OINESS
H-D Paseo, LLC, a Nevada Limited Liability Company

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-44-2004 - Approval of a Resolution directing the City Treasurer to prepare the Seventh Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Los Lomas at the Paseos.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-44-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-44-2004

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. 809 (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 (hereinafter the "City"), 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 the State; and

WHEREAS, by Ordinance No. 5597 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of May, 2003, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project 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 (hereinafter "NRS") that provide therefor; and

///

///

1 WHEREAS, by Ordinance No. 5598 that was duly passed, adopted and approved
2 by the City Council on the 7th day of May, 2003, the City Council assessed all of the
3 cost and expense 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, which has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-34-810-001, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
3 2004, 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 Ordinance No. 5598, levied upon that certain lot or parcel of
8 property and is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-34-810-001, among the several parts
10 into which said Parcel 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 (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of 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.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

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

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.


OSCAR B. GOODMAN, Mayor

Approved as to form:

3/4/04 
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEUMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-45-2004 - Approval of a Resolution approving the Seventh Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Los Lomas at the Paseos.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-45-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-45-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); APPROVING THE SEVENTH ASSESSMENT LIEN 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 (hereinafter the "City Council" and the "City", respectively), 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. 809 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, 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 (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-001, among the several parts into which said Parcel has been divided, and to

///

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

3 WHEREAS, the City Treasurer, on the 17th day of March, 2004, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "Seventh Assessment
5 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 809 (Summerlin Area)"; and

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

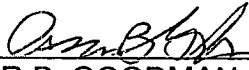
9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
11 2004, as follows:

12 SECTION 1. That certain document entitled "Seventh Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 809 (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 levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-001,
19 among the several parts into which said Parcel has been divided.

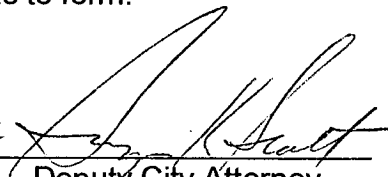
20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 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.

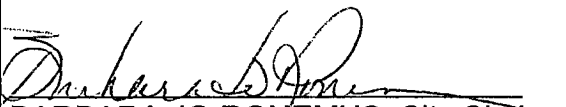
3 PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.

4
5 
6 OSCAR B. GOODMAN, Mayor

7
8 Approved as to form:

9 
10 3/4/04 Date Deputy City Attorney

11
12 ATTEST:

13
14 
15 BARBARA JO RONEMUS, City Clerk

APN: 137-34-810-001

City of Las Vegas, Nevada
Special Improvement District No. 809
(Summerlin Area)

SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT
(March 17, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 MAR 18 A 8:11

SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT

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 137-34-810-001, in the amount of \$683,291.81, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	1 ¹	\$ 7,853.93
A	2 ¹	\$ 7,853.93
A	3 ¹	\$ 7,853.93
A	4 ¹	\$ 7,853.93
A	5 ¹	\$ 7,853.93
A	6 ¹	\$ 7,853.93
A	7 ¹	\$ 7,853.93
A	8 ¹	\$ 7,853.93
A	9 ¹	\$ 7,853.93
A	10 ¹	\$ 7,853.93
A	11 ¹	\$ 7,853.93
A	12 ¹	\$ 7,853.93
A	13 ¹	\$ 7,853.93
A	14 ¹	\$ 7,853.93
A	15 ¹	\$ 7,853.93
A	16 ¹	\$ 7,853.93
A	17 ¹	\$ 7,853.93
A	18 ¹	\$ 7,853.93

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	19 ¹	\$ 7,853.93
A	20 ¹	\$ 7,853.93
A	21 ¹	\$ 7,853.93
A	22 ¹	\$ 7,853.93
A	23 ¹	\$ 7,853.93
A	24 ¹	\$ 7,853.93
A	25 ¹	\$ 7,853.93
A	26 ¹	\$ 7,853.93
A	27 ¹	\$ 7,853.93
A	28 ¹	\$ 7,853.93
A	29 ¹	\$ 7,853.93
A	30 ¹	\$ 7,853.93
A	31 ¹	\$ 7,853.93
A	32 ¹	\$ 7,853.93
A	33 ¹	\$ 7,853.93
A	34 ¹	\$ 7,853.93
A	35 ¹	\$ 7,853.93
A	36 ¹	\$ 7,853.93
A	37 ¹	\$ 7,853.93
A	38 ¹	\$ 7,853.93
A	39 ¹	\$ 7,853.93
A	40 ¹	\$ 7,853.93
A	41 ¹	\$ 7,853.93
A	42 ¹	\$ 7,853.93
A	43 ¹	\$ 7,853.93
A	44 ¹	\$ 7,853.93

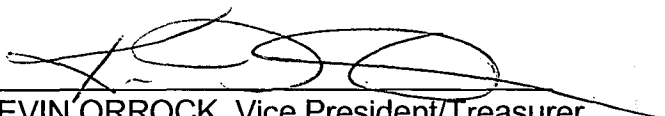
LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	45 ¹	\$ 7,853.93
A	46 ¹	\$ 7,853.93
B	47 ¹	\$ 7,853.93
B	48 ¹	\$ 7,853.93
B	49 ¹	\$ 7,853.93
B	50 ¹	\$ 7,853.93
B	51 ¹	\$ 7,853.93
B	52 ¹	\$ 7,853.93
B	53 ¹	\$ 7,853.93
B	54 ¹	\$ 7,853.93
B	55 ¹	\$ 7,853.93
B	56 ¹	\$ 7,853.93
B	57 ¹	\$ 7,853.93
B	58 ¹	\$ 7,853.93
B	59 ¹	\$ 7,853.93
B	60 ¹	\$ 7,853.93
B	61 ¹	\$ 7,853.93
B	62 ¹	\$ 7,853.93
B	63 ¹	\$ 7,853.93
B	64 ¹	\$ 7,853.93
B	65 ¹	\$ 7,853.93
B	66 ¹	\$ 7,853.93
B	67 ¹	\$ 7,853.93
B	68 ¹	\$ 7,853.93
B	69 ¹	\$ 7,853.93
B	70 ¹	\$ 7,853.93

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
B	71 ¹	\$ 7,853.93
B	72 ¹	\$ 7,853.93
B	73 ¹	\$ 7,853.93
B	74 ¹	\$ 7,853.93
B	75 ¹	\$ 7,853.93
B	76 ¹	\$ 7,853.93
B	77 ¹	\$ 7,853.93
B	78 ¹	\$ 7,853.92
B	79 ¹	\$ 7,853.92
B	80 ¹	\$ 7,853.92
B	81 ¹	\$ 7,853.92
B	82 ¹	\$ 7,853.92
B	83 ¹	\$ 7,853.92
B	84 ¹	\$ 7,853.92
B	85 ¹	\$ 7,853.92
B	86 ¹	\$ 7,853.92
B	87 ¹	\$ 7,853.92
TOTAL		\$ 683,291.81

¹ of Los Lomas at the Paseos as recorded in Book 115 of Plats, Page 13 in the Office of the County Recorder, Clark County, Nevada

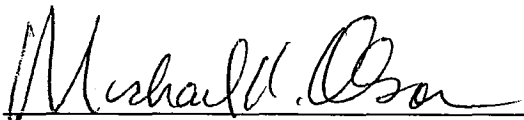
DATED this 17th day of March 2004.

I concur with the apportionments as stated above.



KEVIN ORROCK, Vice President/Treasurer
THE HOWARD HUGHES CORPORATION, a Nevada Corporation
(Developer)

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-46-2004 - Approval of a Resolution directing the City Treasurer to prepare the Eighth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Coronado at Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-46-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-46-2004

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. 809 (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 (hereinafter the "City"), 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 the State; and

WHEREAS, by Ordinance No. 5597 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of May, 2003, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project 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 (hereinafter "NRS") that provide therefor; and

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1 WHEREAS, by Ordinance No. 5598 that was duly passed, adopted and approved
2 by the City Council on the 7th day of May, 2003, the City Council assessed all of the
3 cost and expense 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, which has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-34-810-003, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
3 2004, 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 Ordinance No. 5598, levied upon that certain lot or parcel of
8 property and is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-34-810-003, among the several parts
10 into which said Parcel 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 (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of 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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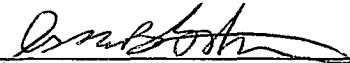
22 ///

23 ///

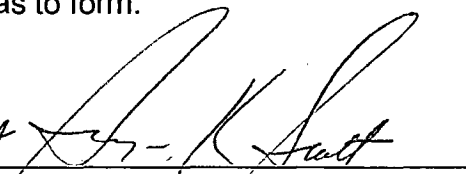
24 ///

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 17th day of March, 2004.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 
10 Date 3/4/04 Deputy City Attorney

11 ATTEST:

12
13 
14 BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-47-2004 - Approval of a Resolution approving the Eighth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Coronado at Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-47-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-47-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); APPROVING THE EIGHTH ASSESSMENT LIEN 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 (hereinafter the "City Council" and the "City", respectively), 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. 809 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, 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 (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-003, among the several parts into which said Parcel has been divided, and to

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

3 WHEREAS, the City Treasurer, on the 17th day of March, 2004, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "Eighth Assessment Lien
5 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 809 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that 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 being held on this 17th day of March,
11 2004, as follows:

12 SECTION 1. That certain document entitled "Eighth Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 809 (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 levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-003,
19 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 the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 Treasurer.

PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.

Approved as to form:

3/4/04 
Date Deputy City Attorney


BARBARA JO RONEUMUS, City Clerk

APN: 137-34-810-003

City of Las Vegas, Nevada
Special Improvement District No. 809
(Summerlin Area)

EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT
(March 17, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 MAR 18 A 8:11

EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT

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 137-34-810-003, in the amount of \$509,725.72, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
1	1104 ¹	\$ 2,929.46
1	2104 ¹	\$ 2,929.46
2	1102 ¹	\$ 2,929.46
2	1103 ¹	\$ 2,929.46
2	2101 ¹	\$ 2,929.46
2	2102 ¹	\$ 2,929.46
2	2103 ¹	\$ 2,929.46
3	1092 ¹	\$ 2,929.46
3	1093 ¹	\$ 2,929.46
3	2092 ¹	\$ 2,929.46
3	2093 ¹	\$ 2,929.46
3	2094 ¹	\$ 2,929.46
4	1090 ¹	\$ 2,929.46
4	1091 ¹	\$ 2,929.46
4	2089 ¹	\$ 2,929.46
4	2090 ¹	\$ 2,929.46
4	2091 ¹	\$ 2,929.46
5	1086 ¹	\$ 2,929.46
5	1087 ¹	\$ 2,929.46
5	2086 ¹	\$ 2,929.46
5	2087 ¹	\$ 2,929.46

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
5	2088 ¹	\$ 2,929.46
6	1084 ¹	\$ 2,929.46
6	1085 ¹	\$ 2,929.46
6	2083 ¹	\$ 2,929.46
6	2084 ¹	\$ 2,929.46
6	2085 ¹	\$ 2,929.46
7	1070 ¹	\$ 2,929.46
7	1071 ¹	\$ 2,929.46
7	2070 ¹	\$ 2,929.46
7	2071 ¹	\$ 2,929.46
7	2072 ¹	\$ 2,929.46
8	1068 ¹	\$ 2,929.46
8	1069 ¹	\$ 2,929.46
8	2067 ¹	\$ 2,929.46
8	2068 ¹	\$ 2,929.46
8	2069 ¹	\$ 2,929.46
9	1064 ¹	\$ 2,929.46
9	1065 ¹	\$ 2,929.46
9	2064 ¹	\$ 2,929.46
9	2065 ¹	\$ 2,929.46
9	2066 ¹	\$ 2,929.46
10	1062 ¹	\$ 2,929.46
10	1063 ¹	\$ 2,929.46
10	2061 ¹	\$ 2,929.46
10	2062 ¹	\$ 2,929.46
10	2063 ¹	\$ 2,929.46
11	1058 ¹	\$ 2,929.46
11	1059 ¹	\$ 2,929.46
11	2058 ¹	\$ 2,929.46

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
11	2059 ¹	\$ 2,929.46
11	2060 ¹	\$ 2,929.46
12	1056 ¹	\$ 2,929.46
12	1057 ¹	\$ 2,929.46
12	2055 ¹	\$ 2,929.46
12	2056 ¹	\$ 2,929.46
12	2057 ¹	\$ 2,929.46
13	1043 ¹	\$ 2,929.46
13	1044 ¹	\$ 2,929.46
13	2043 ¹	\$ 2,929.46
13	2044 ¹	\$ 2,929.46
13	2045 ¹	\$ 2,929.46
14	1041 ¹	\$ 2,929.46
14	1042 ¹	\$ 2,929.46
14	2040 ¹	\$ 2,929.46
14	2041 ¹	\$ 2,929.46
14	2042 ¹	\$ 2,929.46
15	1037 ¹	\$ 2,929.46
15	1038 ¹	\$ 2,929.46
15	2037 ¹	\$ 2,929.46
15	2038 ¹	\$ 2,929.46
15	2039 ¹	\$ 2,929.46
16	1035 ¹	\$ 2,929.46
16	1036 ¹	\$ 2,929.46
16	2034 ¹	\$ 2,929.46
16	2035 ¹	\$ 2,929.46
16	2036 ¹	\$ 2,929.46
17	1016 ¹	\$ 2,929.46
17	1017 ¹	\$ 2,929.46

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
17	2016 ¹	\$ 2,929.46
17	2017 ¹	\$ 2,929.46
17	2018 ¹	\$ 2,929.46
18	1014 ¹	\$ 2,929.46
18	1015 ¹	\$ 2,929.46
18	2013 ¹	\$ 2,929.46
18	2014 ¹	\$ 2,929.46
18	2015 ¹	\$ 2,929.46
19	1010 ¹	\$ 2,929.46
19	1011 ¹	\$ 2,929.46
19	2010 ¹	\$ 2,929.46
19	2011 ¹	\$ 2,929.46
19	2012 ¹	\$ 2,929.46
20	1008 ¹	\$ 2,929.46
20	1009 ¹	\$ 2,929.46
20	2007 ¹	\$ 2,929.46
20	2008 ¹	\$ 2,929.46
20	2009 ¹	\$ 2,929.46
21	1004 ¹	\$ 2,929.46
21	1005 ¹	\$ 2,929.46
21	2004 ¹	\$ 2,929.46
21	2005 ¹	\$ 2,929.46
21	2006 ¹	\$ 2,929.46
22	1002 ¹	\$ 2,929.46
22	1003 ¹	\$ 2,929.46
22	2001 ¹	\$ 2,929.46
22	2002 ¹	\$ 2,929.46
22	2003 ¹	\$ 2,929.46
23	1098 ¹	\$ 2,929.46

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
23	1099 ¹	\$ 2,929.46
23	2098 ¹	\$ 2,929.46
23	2099 ¹	\$ 2,929.46
23	2100 ¹	\$ 2,929.46
24	1096 ¹	\$ 2,929.46
24	1097 ¹	\$ 2,929.46
24	2095 ¹	\$ 2,929.46
24	2096 ¹	\$ 2,929.46
24	2097 ¹	\$ 2,929.46
25	1080 ¹	\$ 2,929.46
25	1081 ¹	\$ 2,929.46
25	2080 ¹	\$ 2,929.46
25	2081 ¹	\$ 2,929.46
25	2082 ¹	\$ 2,929.46
26	1078 ¹	\$ 2,929.46
26	1079 ¹	\$ 2,929.46
26	2077 ¹	\$ 2,929.46
26	2078 ¹	\$ 2,929.46
26	2079 ¹	\$ 2,929.46
27	1075 ¹	\$ 2,929.46
27	1076 ¹	\$ 2,929.46
27	2073 ¹	\$ 2,929.46
27	2075 ¹	\$ 2,929.46
27	2076 ¹	\$ 2,929.46
28	1074 ¹	\$ 2,929.46
28	2074 ¹	\$ 2,929.46
29	1053 ¹	\$ 2,929.46
29	1054 ¹	\$ 2,929.46

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
29	2052 ¹	\$ 2,929.46
29	2053 ¹	\$ 2,929.46
29	2054 ¹	\$ 2,929.46
30	1049 ¹	\$ 2,929.46
30	1050 ¹	\$ 2,929.46
30	2049 ¹	\$ 2,929.46
30	2050 ¹	\$ 2,929.45
30	2051 ¹	\$ 2,929.45
31	1047 ¹	\$ 2,929.45
31	1048 ¹	\$ 2,929.45
31	2046 ¹	\$ 2,929.45
31	2047 ¹	\$ 2,929.45
31	2048 ¹	\$ 2,929.45
32	1031 ¹	\$ 2,929.45
32	1032 ¹	\$ 2,929.45
32	2031 ¹	\$ 2,929.45
32	2032 ¹	\$ 2,929.45
32	2033 ¹	\$ 2,929.45
33	1029 ¹	\$ 2,929.45
33	1030 ¹	\$ 2,929.45
33	2028 ¹	\$ 2,929.45
33	2029 ¹	\$ 2,929.45
33	2030 ¹	\$ 2,929.45
34	1025 ¹	\$ 2,929.45
34	1026 ¹	\$ 2,929.45
34	2025 ¹	\$ 2,929.45
34	2026 ¹	\$ 2,929.45
34	2027 ¹	\$ 2,929.45

LEGAL DESCRIPTION		PER PARCEL
BLDG	UNIT	ASSESSMENT
35	1023 ¹	\$ 2,929.45
35	1024 ¹	\$ 2,929.45
35	2022 ¹	\$ 2,929.45
35	2023 ¹	\$ 2,929.45
35	2024 ¹	\$ 2,929.45
36	1020 ¹	\$ 2,929.45
36	1021 ¹	\$ 2,929.45
36	2019 ¹	\$ 2,929.45
36	2020 ¹	\$ 2,929.45
36	2021 ¹	\$ 2,929.45
TOTAL		\$ 509,725.72

¹ of Coronado at Summerlin as recorded in Book 114 of Plats, Page 90 in the Office of the County Recorder, Clark County, Nevada

DATED this 17th day of March 2004.

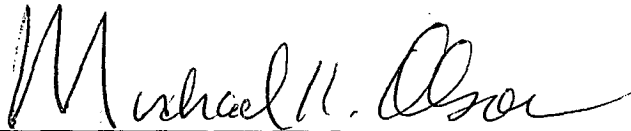
I concur with the apportionments as stated above.



MARK OINESS

H-D Paseo, LLC, a Nevada Limited Liability Company

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-48-2004 - Approval of a Resolution directing the City Treasurer to prepare the Ninth Assessment Lien Apportionment Report for Special Improvement District No. 1447 - Buffalo/Cheyenne Area (Levy Assessments) - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Installation of paving, "L" type curb and gutter, sidewalk, streetlights, commercial driveway approaches, potable water laterals, a potable water distribution main, sanitary sewer laterals, and a sanitary sewer collection main along Washington Avenue, Buffalo Drive and Cheyenne Avenue.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-48-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-48-2004

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. 1447 (BUFFALO/CHEYENNE 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 (hereinafter the "City"), 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 the State; and

WHEREAS, by Ordinance No. 3904 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 5th day of March, 1995, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 1447 (Buffalo/Cheyenne Area)" (hereinafter the "District") for the purposes of providing for the installation of street paving, curbs and gutters, sidewalks, streetlights, commercial driveway approaches, potable water laterals, a potable water distribution main, sanitary sewer laterals and a sanitary sewer collection main (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within each assessment unit of 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 that provide therefore; and

1 WHEREAS, by Ordinance No. 5069 that was duly passed, adopted and approved
2 by the City Council on the 27th day of April, 1998, 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 the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot and parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 138-22-418-002, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
3 2004, 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. 5069, levied upon that certain lot and parcel of
8 property that is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 138-22-418-002, among the several parts
10 into which said Parcel, has been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further authorized,
12 empowered and directed to prepare, submit and file with the City Clerk of the City
13 (hereinafter the "City Clerk") 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, empowered
16 and directed to furnish a copy of this Resolution to the City Treasurer.

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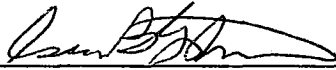
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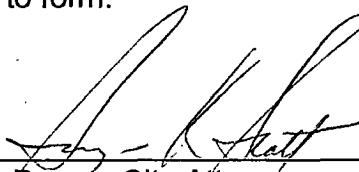
24 ///

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

3 PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 
10 3/4/04 Date Deputy City Attorney

11
12 ATTEST:

13 
14 BARBARA JO RONEMUS, City Clerk
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-49-2004 - Approval of a Resolution approving the Ninth Assessment Lien Apportionment Report for Special Improvement District No. 1447 - Buffalo/Cheyenne Area (Levy Assessments) - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Installation of paving, "L" type curb and gutter, sidewalk, streetlights, commercial driveway approaches, potable water laterals, a potable water distribution main, sanitary sewer laterals, and a sanitary sewer collection main along Washington Avenue, Buffalo Drive and Cheyenne Avenue.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-49-2004

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

MINUTES:

There was no discussion.

(9:49 – 9:53)

1-1314

RESOLUTION NO. R-49-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1447 (BUFFALO/CHEYENNE AREA); APPROVING THE NINTH ASSESSMENT LIEN 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 (Hereinafter the "City Council" and the "City", respectively), 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. 1447 (Buffalo/Cheyenne Area)" (hereinafter the "District"), consisting of one (1) separate and distinct assessment unit, for the purposes of providing for the installation of street paving, curbs and gutters, sidewalks, streetlights, commercial driveway approaches, potable water laterals, a potable water distribution main, sanitary sewer laterals and a sanitary sewer collection main (hereinafter the "Project"), and of defraying the entire costs and expenses of the Project, by special assessments, against the assessable lots and parcels of property within each assessment unit of 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 (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot and parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel

1 138-22-418-002, among the several parts into which said Parcel, has been divided and to
2 prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a
3 report of such apportionment; and

4 WHEREAS, the City Treasurer, on the 17th day of March, 2004, filed with the City
5 Clerk a copy of his report of such apportionment that is entitled "Ninth Assessment Lien
6 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
7 No. 1447 (Buffalo/Cheyenne Area)"; and

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

10 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
11 Vegas, Nevada, at this regular meeting thereof being held on this 17th day of March,
12 2004, as follows:

13 SECTION 1. That certain document entitled "Ninth Assessment Lien
14 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
15 No. 1447 (Buffalo/Cheyenne Area)", a copy of which is attached as Exhibit "A" hereto, is
16 hereby approved and adopted as and for the City's plan for the apportionment of the
17 uncollected and heretofore unapportioned amounts of the special assessments that were
18 levied upon that certain lot and parcel of property that is situate within the District and is
19 identified by the Clark County, Nevada, County Assessor's parcel number as Parcel
20 138-22-418-002, among the several parts into which said Parcel, has been divided.

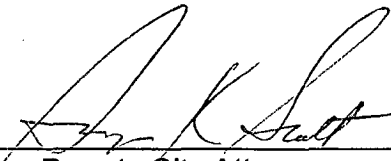
21 SECTION 2. That the City Clerk is hereby authorized, empowered and directed to
22 record in the Office of the County Recorder of Clark County, Nevada, a copy of said
23 Report, together with a statement that the current payment status of any of the
24 assessments that are shown thereon may be obtained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

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

3 PASSED, ADOPTED AND APPROVED this 17th day of March, 2004.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 
10 3/8/04 Date Deputy City Attorney

11
12 ATTEST:

13 
14 BARBARA JO RONEMUS, City Clerk
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APN: 138-22-418-002

City of Las Vegas, Nevada
Special Improvement District No. 1447
(Buffalo/Cheyenne Area)

NINTH ASSESSMENT LIEN APPORTIONMENT REPORT
(March 17, 2004)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District – 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 MAR 18 A 8:11

NINTH ASSESSMENT LIEN APPORTIONMENT REPORT

A. The assessment that has heretofore been levied against that certain parcel of property that is identified as being Clark County Assessor's Parcel Number 138-22-418-002 in the original amount of \$55,585.81, of which the amount of \$38,482.48 remains unpaid, is hereby apportioned among the lots and parcels into which said parcel has been divided as follows:

Assessor's Parcel Number	%	Per Parcel Assessment
138-22-418-008 ¹	87.9	\$ 33,826.10
138-22-418-009 ²	12.1	\$ 4,656.38
TOTAL ASSESSMENT		\$ 38,482.48

Legal Description:

¹ Being part of Lot 1 of Pacific Legends, A Commercial Subdivision, as shown in Book 71, Page 59 of Plats, being more particularly described as Parcel 2-2 by Record of Survey File 121, Page 96, recorded in the office of the County Recorder, Clark County, Nevada.

² Being part of Lot 1 of Pacific Legends, A Commercial Subdivision, as shown in Book 71, Page 59 of Plats, being more particularly described as Parcel 2-1 by Record of Survey File 121, Page 96, recorded in the office of the County Recorder, Clark County, Nevada.

DATED this 17th day of March, 2004.

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of a Communications Systems Right of Way and Easement Deed granting approximately 561 square feet of land from the City of Las Vegas to Central Telephone Company (doing business as) Sprint, located in the vicinity of Tenaya Way and Prairie Falcon Road commonly referred to as the Las Vegas Technology Center - Ward 4 (Brown)

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

Due to safety/business needs and damage to an existing above ground connection box (x-box), Sprint requested site listed above as it will commensurate with good engineering, design, aesthetics and safety. Sprint will install underground cable/conduit, a 12' x 12' telephone equipment pad, relocate all existing underground sprinkler heads/conduits, guarantee the system is working to its current level of operation & restore all landscape to original or better condition. Sprint is obligated to place a 6-foot decorative wall that is 3-sided to match existing aesthetics around its proposed Pad Site.

RECOMMENDATION:

The 3/15/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Communications Systems Right of Way and Easement Deed
2. Sprint justification letter
3. Pictures of damage to existing above ground connection box (x-box)
4. 1/21/04 Letter from Sprint

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with L.B. McDONALD abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and MACK also abstaining on Items 9-12 because his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother STEVEN MACK is the applicant, and on Items 28 and 46 because his brother STEVEN MACK owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Real Estate

Item 63 – Approval of a Communications Systems Right of Way and Easement Deed granting approximately 561 square feet of land from the City of Las Vegas to Central Telephone Company (doing business as) Sprint, located in the vicinity of Tenaya Way and Prairie Falcon Road commonly referred to as the Las Vegas Technology Center - Ward 4 (Brown)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:49 – 9:53)

1-1314

APN # 138-15-810-019

Return recorded document to:

Sprint
Right-of-Way Department
330 S. Valley View Blvd.
Las Vegas, NV 89107

COMMUNICATION SYSTEMS RIGHT OF WAY AND EASEMENT DEED

Grant of Easement Deed by: CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantors") whose address is 400 E. Stewart, Las Vegas, NV 89101-2927 for the sum of \$1.00 and/or valuable consideration, Grantor grants to CENTRAL TELEPHONE COMPANY (NEVADA DIVISION), a DELAWARE CORPORATION, d/b/a SPRINT, whose corporate address is 6391 Sprint Pkwy., Mailstop KSOPHT0101-Z2040, Overland Park, KS 66251-2040, its successors, assigns, lessees and agents, ("Grantee"), subject to the terms stated below, a perpetual non-exclusive right of way and easement ("Easement") to construct, operate, maintain, expand, replace and remove a communication system that Grantee may, from time to time, require, consisting of but not limited to above ground equipment cabinets and associated concrete pads, underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, and other facilities or structures for similar uses, upon, over, through, under and along a parcel of land described on Exhibit A ("Easement") and shown on Exhibit B, attached and incorporated, being that portion of Lot 1 in Block 2 of "Resubdivision of a Portion of the Las Vegas Technology Center" as shown by map thereof on file in Book 47, Page 35 of Plats in the Clark County Recorder's Office, Clark County, Nevada, lying within the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., City Of Las Vegas, Clark County, Nevada ("Land").

This grant of Easement also includes:

- (A) the right of ingress and egress over and across the Land or any real property owned or controlled by Grantor adjacent to the Easement for the purpose of exercising the rights granted herein,
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement during construction and maintenance and to use areas adjacent to the Easement as necessary.
- (C) the right to permit the attachment of and/or carry in conduit, the wires and cables of any other company or person as required by law, and
- (D) the right to place electrical service to the Easement Tract for Grantee's use and at Grantee's expense.

ARN 117538 PRN 262039

Grantor will have the right to use and enjoy the Easement and Land so long such use is consistent with standard telephone and electrical practices and does not interfere with the rights herein granted.

Grantor warrants that Grantor is the owner of the Land and will defend title to the Land against the claims of any and all persons. Grantor further warrants that Grantor has full authority to grant this Easement according to its terms.

Executed by Grantor this _____ day of _____, 20____.

CITY OF LAS VEGAS, a municipal corporation of the State of Nevada

By _____

Name _____

Title _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

APPROVED AS TO FORM:

Thomas R. Green 2-17-04
DEPUTY CITY ATTY Date

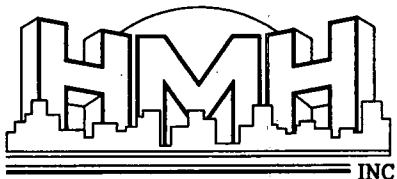
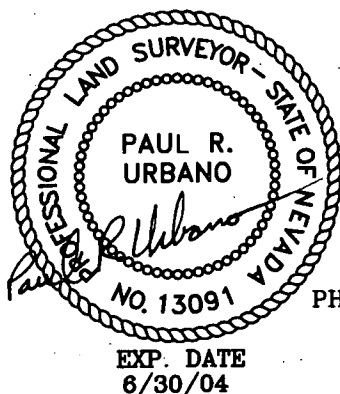
Before me, a notary public in and for said County and State, on this _____ day of _____, 20____,
personally appeared _____

_____, known to me to be the identical
person(s) who executed this foregoing instrument, and acknowledged to me that _____ executed the same as
_____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Notary Public

Notary Seal



1.14.04
8010 WEST SAHARA-SUITE 140
LAS VEGAS, NEVADA 89117-1956
PHONE: (702) 256-7850 FAX: (702) 256-1710

5801338
HMH001-04
JANUARY 12, 2004
DGB/DMF
APN 138-15-810-019

EXPLANATION: THIS LEGAL DESCRIBES A SPRINT EASEMENT FOR TELEPHONE FACILITIES LOCATED ON THE EAST SIDE OF TENAYA WAY NORTH OF PRAIRIE FALCON ROAD, SPRINT JOB #24176907, SPRINT JOB NAME: PRAIRIE FALCON & TENAYA.

"Exhibit A", ("Easement Tract")
LEGAL DESCRIPTION

THAT PORTION OF LOT 1 IN BLOCK 2 OF "RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER" AS SHOWN BY MAP THEREOF ON FILE IN BOOK 47, PAGE 35 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING FURTHER DESCRIBED AS BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TENAYA WAY (80.00 FEET WIDE), BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 76°54'24" WEST;
THENCE CURVING TO THE RIGHT ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING COINCIDENT WITH THE WESTERLY LINE OF SAID LOT 1, ALONG THE ARC OF A 1127.01 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 04°17'45", AN ARC LENGTH OF 84.50 FEET TO THE **POINT OF BEGINNING**, TO WHICH A RADIAL LINE BEARS NORTH 72°36'39" WEST;
THENCE CONTINUING ALONG SAID CURVE OF THE EASTERLY RIGHT-OF-WAY LINE AND WESTERLY LOT LINE, THROUGH A CENTRAL ANGLE OF 00°36'36", AN ARC LENGTH OF 12.00 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 72°00'03" WEST;
THENCE SOUTH 72°18'21" EAST, 46.70 FEET;
THENCE SOUTH 17°41'39" WEST, 12.00 FEET;
THENCE NORTH 72°18'21" WEST, 46.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 561 SQUARE FEET, MORE OR LESS.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

LINE TABLE

No.	BEARING	DISTANCE
L1	S72°18'21"E	46.70'
L2	S17°41'39"W	12.00'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	1127.01'	00°36'36"	12.00'	6.00'

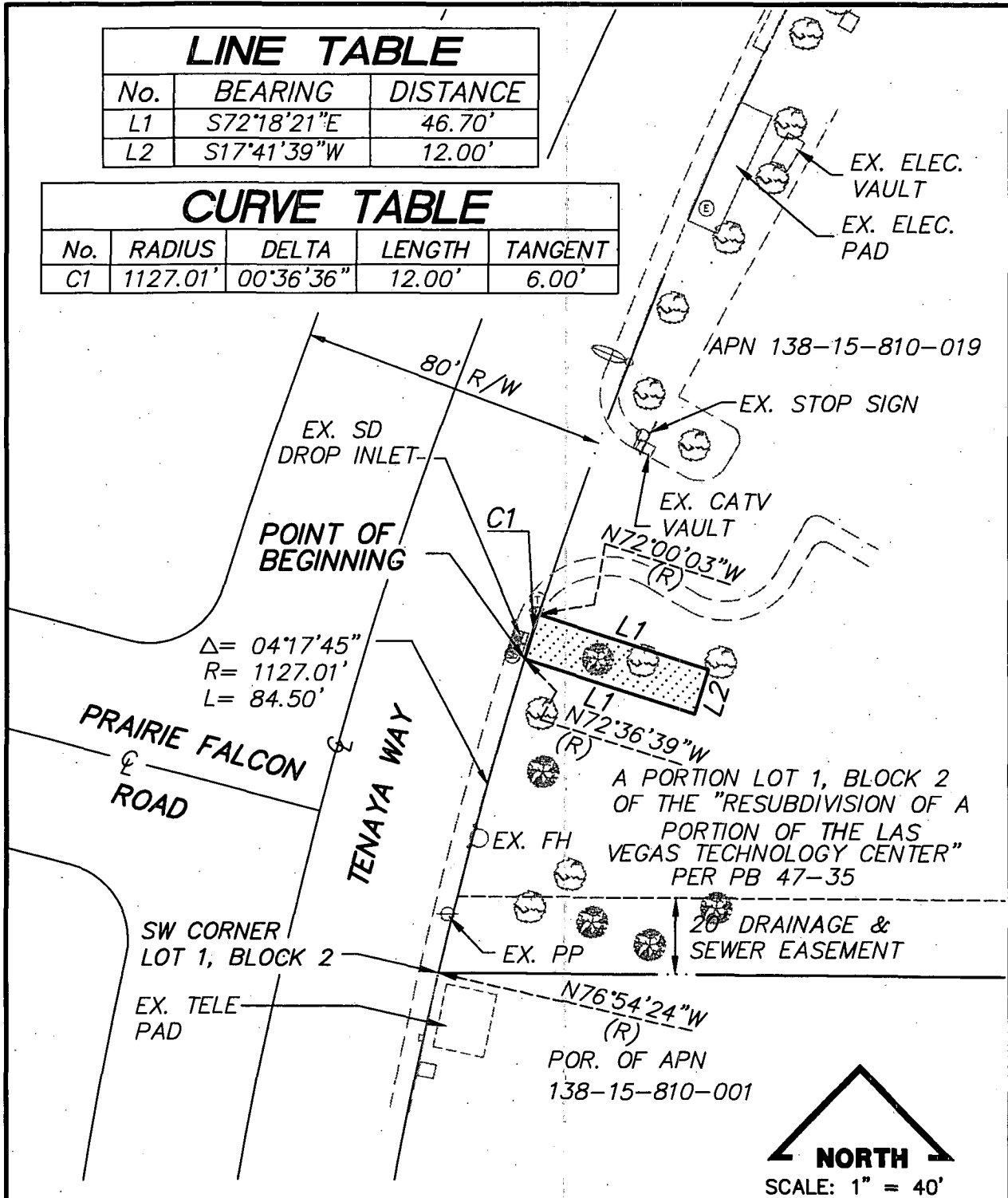


EXHIBIT "C"

POR. SE 1/4 SEC. 15, T. 20 S., R. 60 E.

PRAIRIE FALCON & TENAYA
 ARN 117538, PRN 262039



8010 WEST SAHARA AVE.
 SUITE 140
 LAS VEGAS, NV. 89117
 PHONE: (702) 256-7850
 INC. FAX: (702) 256-1710

5801338.DWG

330 S. Valley View Boulevard
Las Vegas, Nevada
89152



To whom it may concern,

I am writing you because I have a major concern that may affect telephone service to some very large businesses located on Tenaya Way, south of Cheyenne Ave.

Back on November 4, 2003 and again on December 12, 2003, an above ground Sprint connection box (x-connect box) was damaged when cars traveling along Tenaya Way left the roadway and crashed into this unit. It was determined that due to safety and business needs that this unit needed to be relocated.

The timing of getting this box moved is vitally important. Currently this x-connect box is exposed to the elements and may cause critical failure of telephony service. The unit is damaged to the point of not allowing protection from the weather or from being vandalized. This creates a major security risk to most if not all of the medical facilities in the area.

Sprint has issued a right-of-way request to obtain a new easement to relocate this box outside of the hazardous traffic area. However, Sprint has been told that the scheduling for the review of the easement will not go before City Council until March 17th.

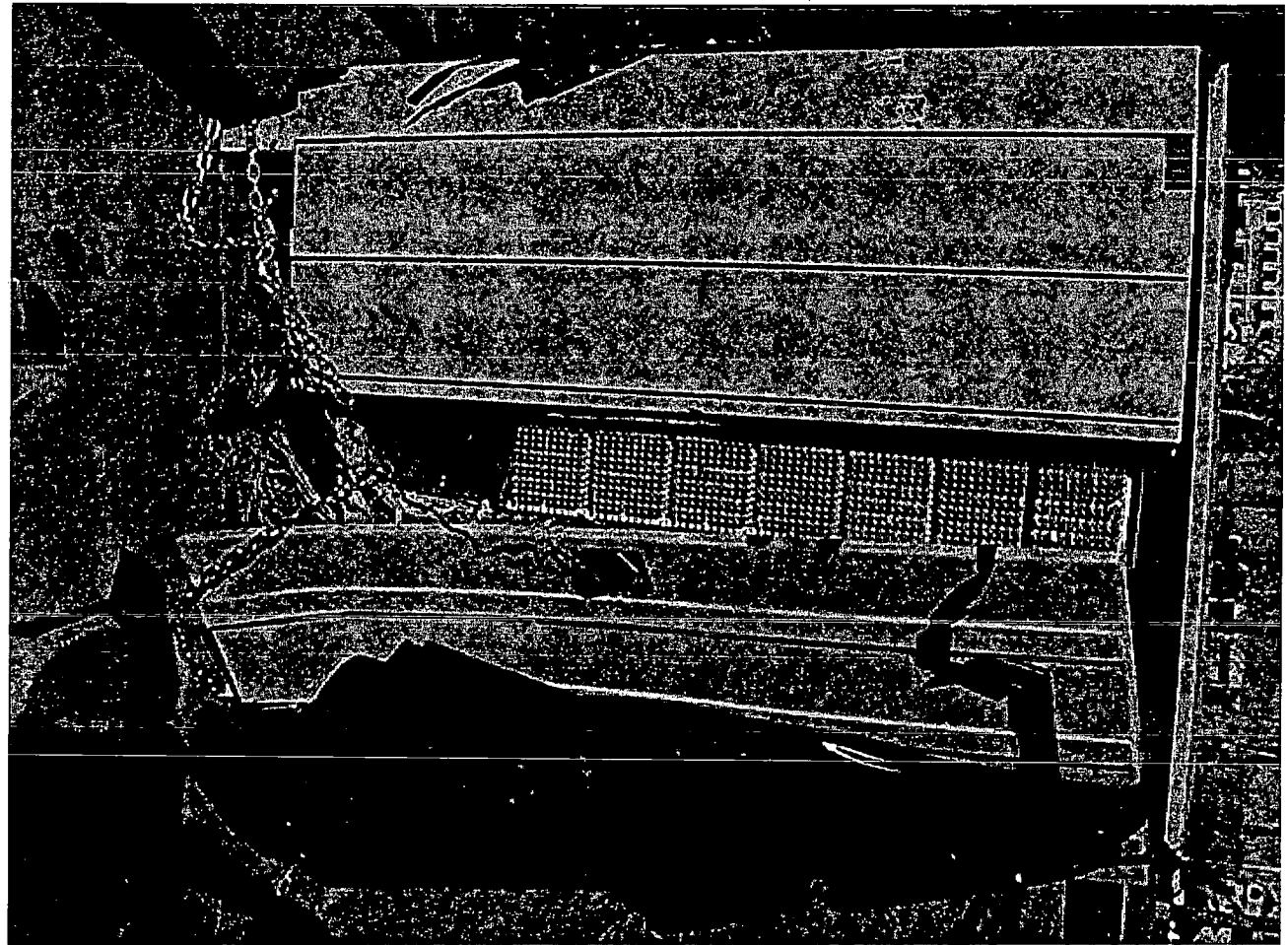
Sprint would like to suggest that a letter of temporary approval be issue until permanent easement can be obtained so that it can go forward in a timely manner with the construction of the pad that the x-connect box will be mounted on.

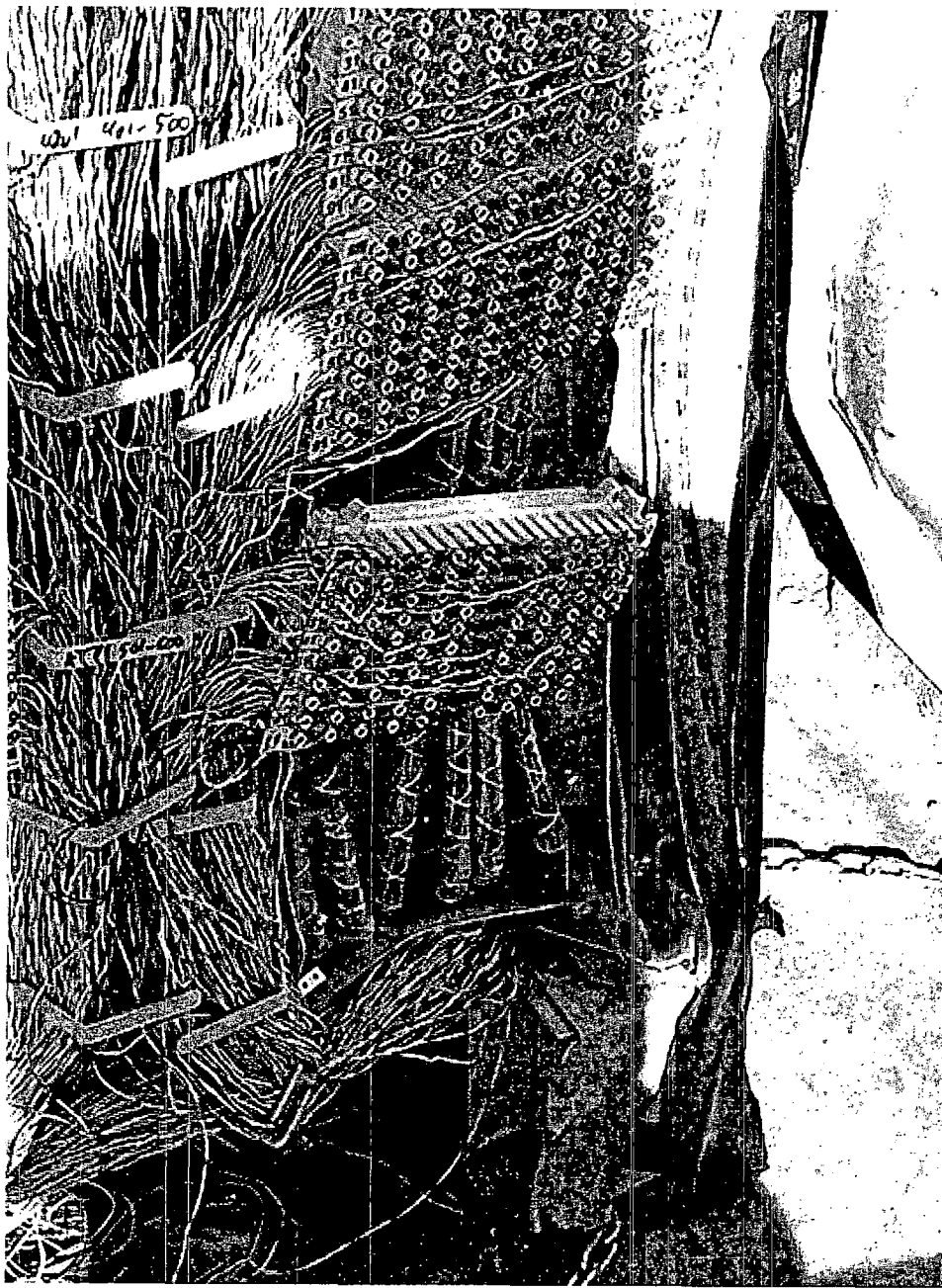
Attach are some photos of the x-connect that show the condition of the unit. Your prompt consideration for this request would be greatly appreciated.

Ricky Naugle
Sprint
Manager of Engineering

A handwritten signature in cursive script that reads "Ricky Naugle".









330 S. Valley View Blvd.
Las Vegas, NV 89152
Telephone: (702) 244-7171

Jan. 21, 2004

David Roark
Manager-Real Estate
Property Management Division
City of Las Vegas
400 E. Stewart Ave.
Las Vegas, Nv. 89152

Re: Sprint requested easement for proposed Pad Site

Mr. Roark,

Sprint agrees to place a Six (6) foot, three (3) sided, decorative wall around its proposed Pad Site. This wall to match existing esthetics.

Sprint will relocate all existing underground sprinklers heads and conduits and guarantee that the system is working to its current level of operation.

Sprint to restore all landscape to original or better condition.

Any questions or concerns, please direct them to myself at 702.244.7290.

A handwritten signature in black ink, appearing to read "Stephen C. Smith".

Stephen C. Smith
Major Condit Design Engineer

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of an Aerial Right of Way Grant between the City of Las Vegas and Nevada Power Company for 30,081 square feet of an Easement Area located above a portion of APN 139-25-701-002 - along Washington Avenue in between Pecos Road and Mojave Road commonly referred to as Freedom Park (\$41,211 revenue - Public Works/Real Estate) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

Amount: \$41,211 revenue

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On 1/14/04, Public Works/Real Estate received a letter from HMH, Inc. HMH has been contracted by Nevada Power to acquire additional rights of way for the Pecos-Artesian 138kV transmission line located along Washington Avenue. This project involves: replacing a pole, reframing poles and replacing one of the circuits. An independent appraisal has appraised the right of way and Nevada Power is offering the City \$42,113 for the Aerial Right of Way Grant.

RECOMMENDATION:

The 3/15/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Aerial Right of Way Grant
2. 1/14/02 HMH letter
3. NV Power Aerial Map

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 &30:

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Real Estate

Item 64 - Approval of an Aerial Right of Way Grant between the City of Las Vegas and Nevada Power Company for 30,081 square feet of an Easement Area located above a portion of APN 139-25-701-002 - along Washington Avenue in between Pecos Road and Mojave Road commonly referred to as Freedom Park (\$41,211 revenue - Public Works/Real Estate) - Ward 3 (Reese)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:49 – 9:53)

1-1314

APN: 139-25-701-002

Return to:
Land Services MS -9
Nevada Power Co.
P.O. BOX 98910
Las Vegas, NV 89151-001

AERIAL RIGHT OF WAY GRANT

I(We) CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY**, and to their successors and assigns, the perpetual right to construct, to operate, to add to, to maintain, and finally to remove a line or lines consisting of wires and cables for the transmission and distribution of electricity, and for telephone and/or other communication circuits, over, and cross the parcel(s) of land hereinafter described and the right of ingress and egress to and over said parcel(s); together with permission to cut and to trim brush and trees, as deemed necessary, to insure the safe and proper operation of said line or lines.

The above referred to parcel of land, situate in the City of Las Vegas, County of Clark, State of Nevada, is that portion of the South Half (S½) of Section 25, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, described as follows:

The South 12.00 feet of the North 67.00 feet of the North Half of the Southeast Quarter (N½ SE¼) of said Section 25.

EXCEPTING THEREFROM the West 50.00 feet and the East 50.00 feet together with those spandreal areas dedicated to the City of Las Vegas by dedication recorded December 21, 1971 in Book 193 as Instrument No. 153607.

Said Easement being adjacent to and South of Nevada Power Company Easements recorded February 25, 1964, in Book 517 as Document No. 416161, Official Records, Clark County, Nevada.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1. Grantee shall have, at all times, the rights of ingress and egress over said described land for the purposes herein stated.
2. Grantee shall be responsible for any damages, suffered by reason of constructing, altering, maintaining, inspecting, repairing, reconstructing, and operating said Utility Facilities, to any personal property or improvements owned by Grantor and located on the property herein described.
3. Grantee shall have the right to remove or clear any and all buildings, fences, structures, combustible materials, debris, or any other obstruction from within said easement, and to cut down or trim all trees and brush within, adjacent to and outside of said easement, which in the reasonable judgement of Grantee may interfere with or endanger the constructing, maintaining, inspecting, repairing, reconstructing, and operating of said Utility Facility.

RW# 548A-03yb
WO# 1002003 – PECOS/ ARTESIAN
Reference Document: 211:171912

The Grantors retain the right to fence, to plant, to maintain and to so use said parcel for their own purpose so long as such use is consistent with standard electrical and telephone practices and does not interfere with the rights herein granted. Property owner shall not permit the construction or placement of any above or below ground structures within the easement area, including, but not limited to, canopies, grading, buildings, signage and/or covered facilities without written consent of Nevada Power Company.

WITNESS my (our) hand(s) this _____ day of _____, 200__.

CITY OF LAS VEGAS

BY:
TITLE:

BY:
TITLE:

STATE OF NEVADA)

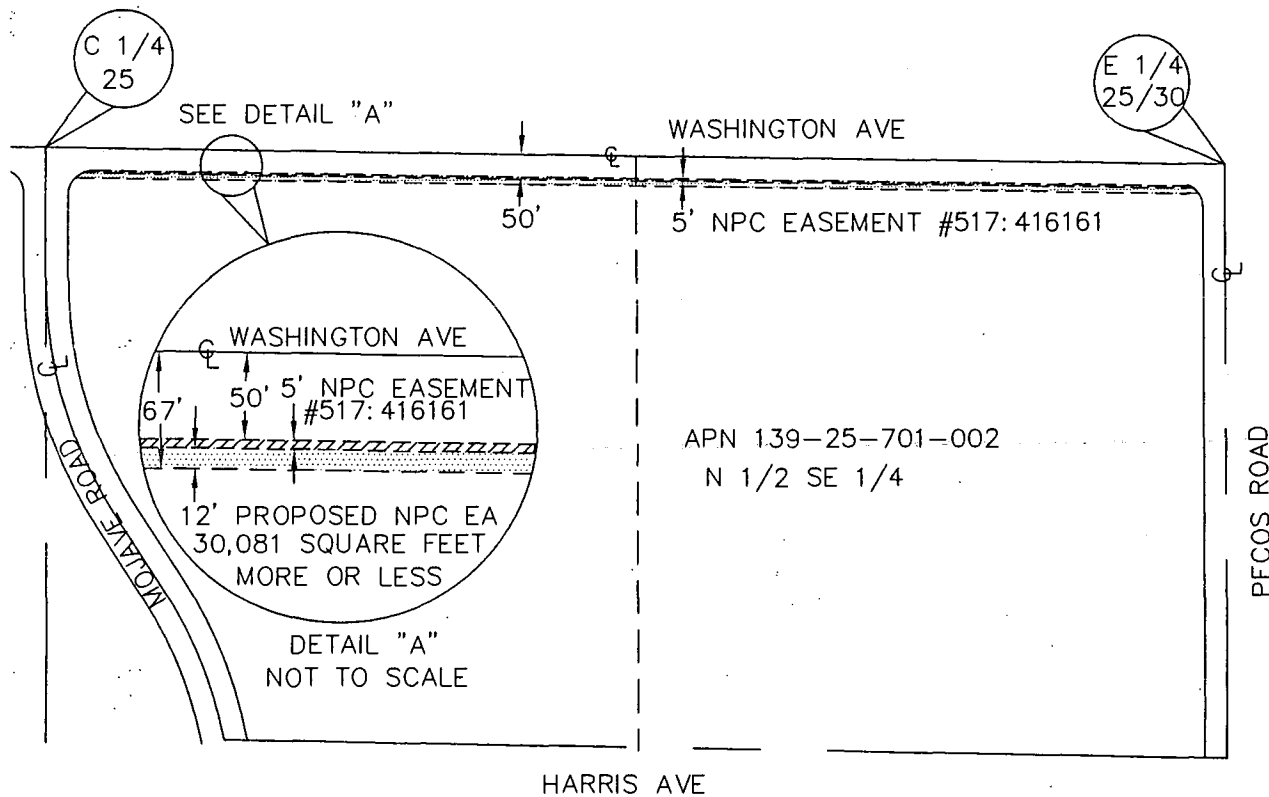
COUNTY OF CLARK)

On this _____ day of _____, 20____,
before me, a Notary Public, personally appeared _____,
_____ personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) who executed the within instrument as
_____ on behalf of CITY OF LAS VEGAS, and acknowledged to
me that the City executed it.

Notary Public

Notary Statement and/or Seal

APPROVED AS TO FORM:
Thomas R. Gran 2/20/04
DEPUTY CITY ATTY Date



OWNER: CITY OF LAS VEGAS, A MUNICIPAL CORPORATION OF THE STATE OF NEVADA

EXHIBIT "A"



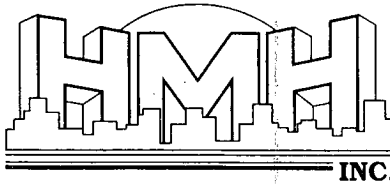
POR. SE 1/4, SEC. 25, T. 20 S., R. 61 E.

PECOS - ARTESIAN 138kV
TRANSMISSION LINE
PROJECT NO. 1002003
RW# 548A-03



Nevada PowerSM

AL HAGEN, P.L.S., W.R.S.
PRINCIPAL



DIANE FITCH, SR/WA
RIGHT-OF-WAY MANAGER

PAUL URBANO, P.L.S.
SURVEY MANAGER

8010 W. SAHARA-SUITE 140
LAS VEGAS, NEVADA 89117-1956
PHONE: (702) 256-7850 • FAX: (702) 256-1710

January 14, 2004

City of Las Vegas
Real Estate Assets
400 E. Stewart
Las Vegas, Nevada 89101

ATTN: Mr. David Roark

RE: Nevada Power Company Aerial Right of Way Grant on Property on the South Side of
Washington Avenue Between Mojave Road and Pecos Road
APN 139-25-701-002

Dear Mr. Roark:

Nevada Power Company is presently acquiring additional rights of way for the Pecos-Artesian 138kV transmission line located along Washington Avenue being on the north side of the property referenced above. HMH, Inc., has been contracted by Nevada Power Company to acquire the required rights of way.

This project involves replacing a pole, reframing poles and replacing one of the circuits. Additional right of way along the north side of your property will be required in order to be in compliance with the National Electrical Safety Codes, even though there will be no further encroachment.

Therefore, enclosed is Nevada Power Company Aerial Right of Way Grant RW# 548A-03yb for consideration and signature(s). An independent real estate appraiser has appraised the right of way at 25% of fee value and Nevada Power Company offers you the appraised amount of \$42,113.00 calculated as follows:

Easement Area (net square feet)	30,081
Take Unit Value opinion per sq. ft. (\$5.50 x 25%)	x \$ 1.40
Value Opinion of Take (rounded):	\$42,113.00

To accept this offer, please have the proper person(s) sign the document, the signature(s) notarized, and return it in the enclosed envelope. The document stamped "COPY" is for your files. After receiving the properly completed document, property ownership will be verified, the document recorded, and the offer amount paid.

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2003 JAN 13 P 3:44

City of Las Vegas
January 14, 2004
Page 2

Also enclosed is a copy of the appraisal report and a sketch showing the limits of the project and the pole reframing cross-sections. If you have any questions, or need additional information, please contact me at (702) 256-7850. Your prompt attention to this matter is appreciated.

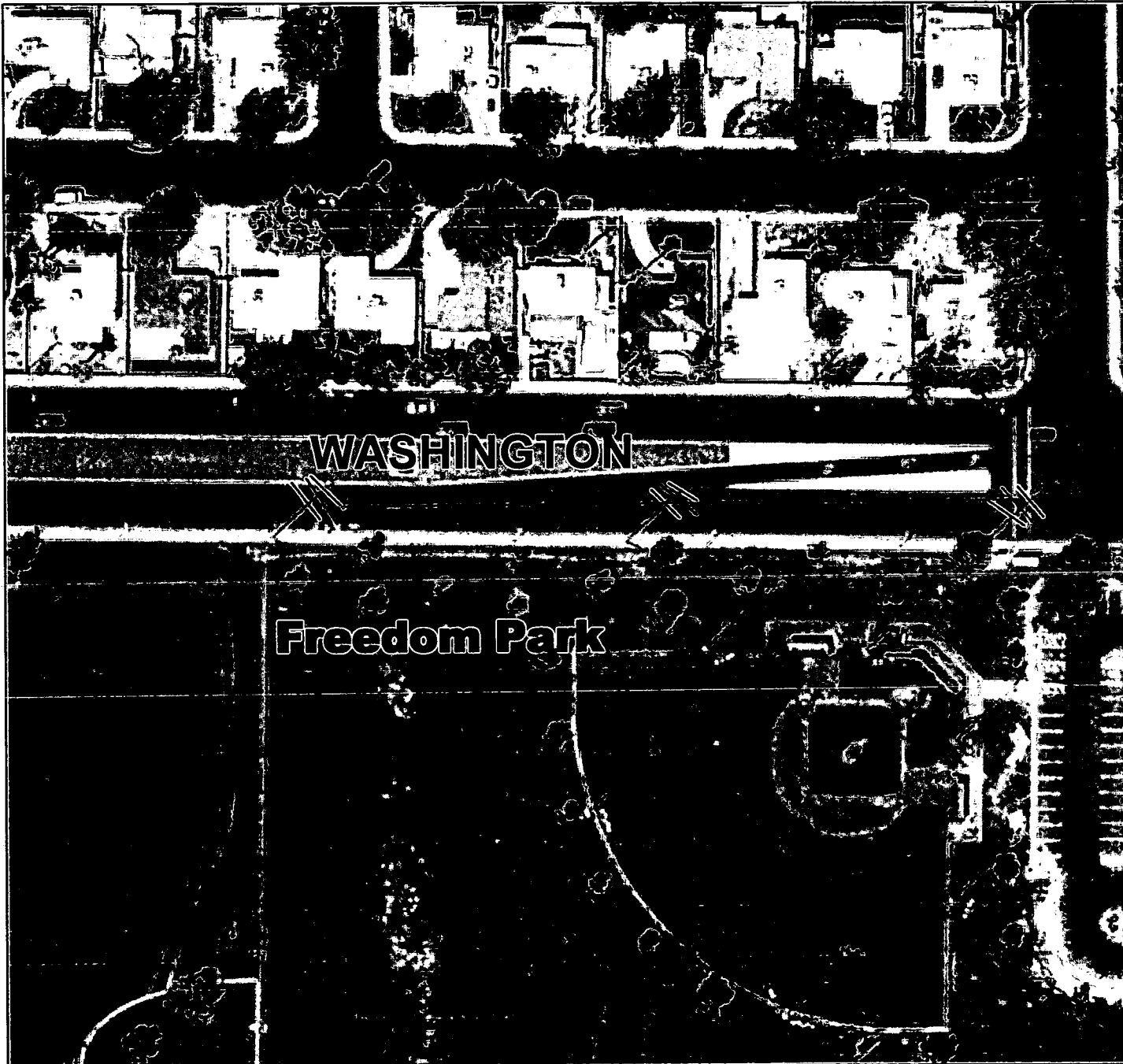
Sincerely,



Diane M. Fitch

Diane M. Fitch, SR/WA
Right of Way Manager

Enclosures



NV Power Proposed

Freedom Park

138kV line

Existing line

Proposed line

Real Estate & Asset Mgmt



2/26/2004

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of a Memorandum of Understanding between the City of Las Vegas and Peccole Little League, a non-profit organization, for field modifications at Rainbow Family Park located at 7151 West Oakey Boulevard - Ward 1 (Moncrief)

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

Peccole Little League (PLL) has approached the Departments of Field Operations and Leisure Services for field modifications at Rainbow Family Park. PLL presently has permission for programming of the little league baseball games located at the park. The attached MOU puts in writing an agreement allowing for the modification of a batting cage at the park, along with the terms outlining the responsibility of maintaining and operating the cage.

RECOMMENDATION:

The 3/15/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. MOU
2. Site map

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED** under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Real Estate

Item 65 – Approval of a Memorandum of Understanding between the City of Las Vegas and Peccole Little League, a non-profit organization, for field modifications at Rainbow Family Park located at 7151 West Oakey Boulevard - Ward 1 (Moncrief)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:49 – 9:53)

1-1314

Memorandum of Understanding # 2004 - 04
Between
City of Las Vegas
and
Peccole Little League

This Memorandum of Understanding (MOU) entered into this 17 day of March 2004, has been created to confirm in writing an understanding between the City of Las Vegas (City), and Peccole Little League, Inc. (Peccole), regarding field modifications located at Rainbow Family Park, 7151 West Oakey Boulevard in the City of Las Vegas, Nevada.

The City currently has a patent from the Bureau of Land Management (BLM) on approximately 26.5 acres of property, located at 7151 West Oakey Boulevard, known as Rainbow Family Park (Park).

Peccole Little League, by and through its President, Glen Stevens, has submitted a proposal to the City for field modifications for the Park.

The following points are a summary of what has been agreed upon between Peccole and the City:

1. Peccole will be granted permission from the City to install artificial turf on the infield portion of the northwest 60' field, field #4. The City will be responsible for the irrigation requirements only. Construction of the field modifications and its appurtenant equipment will be subject to City regulatory approval.
2. Any baseball to be played on this field will require the use of a portable mound, if a mound is required. No mounds are to be built on the field unless Peccole notifies City in writing that this field is dedicated to baseball.
3. The company installing the artificial turf will be allowed to hang a banner or sign on the outfield fence for a period of one year at no cost.
4. The City will reimburse Peccole one fourth of the cost, not to exceed \$5,000. Peccole will provide the City's Park Division copies of all paid invoices associated with this project.
5. Peccole will be granted permission from the City to make modifications to the existing 90' field batting cages. These modifications include converting to only one batting cage, elevate the lighting fixtures, install "catch" fabric inside the cage, install locks on the doors (Peccole to have the key), and install a mow curb around the perimeter of the cage. All costs and expenses are to be paid by Peccole.
6. Peccole will be responsible, at its own cost and expense, for all maintenance and security of the cage.
7. The request to construct batting cages in the 60' field, field #1, is denied.

MEMORANDUM OF UNDERSTANDING

8. A bull pen for a 45' pitching distance may be constructed just outside the existing wing outfield fences and must be enclosed by a six foot fence on all four sides, no top. Plans are to be drawn and approved by the City's Parks Division prior to construction. All costs and expenses to be paid by Peccole.
9. The City reserves the right to require removal of the field modifications, if deemed to be in the best interests of the general public and the City.
10. Peccole will work jointly with the City to resolve any complaints that may arise pertaining to the noise and/or light from the cage.
11. The field modifications shall be in compliance with the applicable regulatory codes, ordinances or laws. Prior to the modifications, Peccole shall, at its sole cost and expense, obtain and thereafter, at all times during which this MOU is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.
12. Within five (5) days after execution of this MOU and as a condition to the MOU in force and effect, Peccole shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Peccole. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.
13. In the event that Peccole fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this MOU.
14. Peccole hereby agrees to protect, indemnify, and hold the City, 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 City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, 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 Peccole or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Peccole, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

MEMORANDUM OF UNDERSTANDING

15. In this connection, Peccole expressly agrees, at its sole cost and expense, to defend the City, 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 Peccole has agreed to indemnify the City, its officers, employees and agents. If Peccole fails so to do, the City 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 Peccole.
16. The City hereby waives, and Peccole 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 MOU, and the City and Peccole, each waives any right of subrogation that it might otherwise have against the other party.
17. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Peccole warrants that it has disclosed on the form attached as Exhibit "A", all principals and partners of Peccole, as well as all persons and entities holding more than a one percent (1%) interest in Peccole, or any principal of Peccole. Throughout the term hereof, Peccole, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

...
...

MEMORANDUM OF UNDERSTANDING

18. Modifications or Amendments. Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

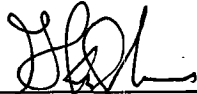
By execution of this MOU, the City and Peccole mutually agree to the terms and conditions of the MOU. It is understood by all parties that this document, along with other legal documents and contracts must be submitted to the Las Vegas City Council for final approval.

City of Las Vegas

Peccole Little League



Oscar B. Goodman, Mayor Date

 3/2/04

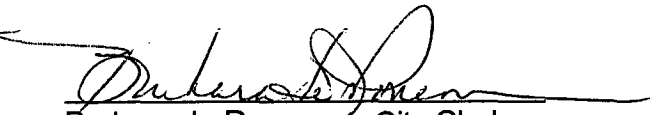
Glen Stevens, President Date

Approved as to form:

 2/19/04

Deputy City Attorney

ATTEST:



Barbara Jo Ronemus, City Clerk

MEMORANDUM OF UNDERSTANDING

EXHIBIT "A"

**Disclosure of Principals
(pending signature by Peccole Little league)**

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship - the owner of the business; (b) corporation - the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership - the general partner and limited partners; (d) limited liability company - the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	
NAME	DECOLE LITTLE LEAGUE
ADDRESS	P.O. BOX 371352
CITY	LAS VEGAS NV 89137
TELEPHONE	702-256-6972 (Jim Boone)
EXECUTIVE	

Block 2 Description
SUBJECT MATTER OF CONTRACT/AGREEMENT
LITTLE LEAGUE
OFFICERS

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

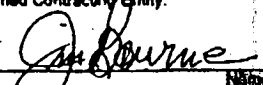
**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4.2 Disclosure of Ownership and Principals (Board Members)				
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.				
	FULL NAME/TITLE	BUSINESS ADDRESS		BUSINESS PHONE
1.	JIM BEARNE PRES	7612 BUNKWEITZ	89145	477-8800
2.	TIM SCHNEIDER VP	Box 371352	89137	242-9020
3.	CRAIG BLAIR PA	"	"	254-0461
4.	SANDY BREWSTER TREA	"	"	240-4266
5.	JAMES ROARK SVP	"	"	256-8847
6.	HOWARD SHEPPARD PC	"	"	367-9657
7.	MARK MAREGLIA MC	"	"	256-7901
8.	TIM CAGLE JC	"	"	320-6964
9.	TONY MARTIN JO	"	"	320-4772
10.	NEAL TEPPER UC	"	"	254-6129
11.	DENA KARTLER AC	"	"	221-6058

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

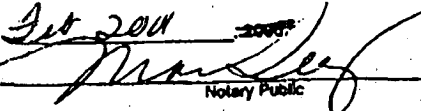
Block 4.3 Disclosure of Ownership and Principals - Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document _____	Number of Pages _____
Date of Attached Document _____	

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



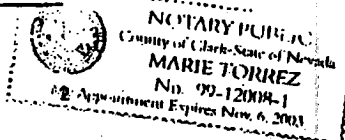
 2-23-01

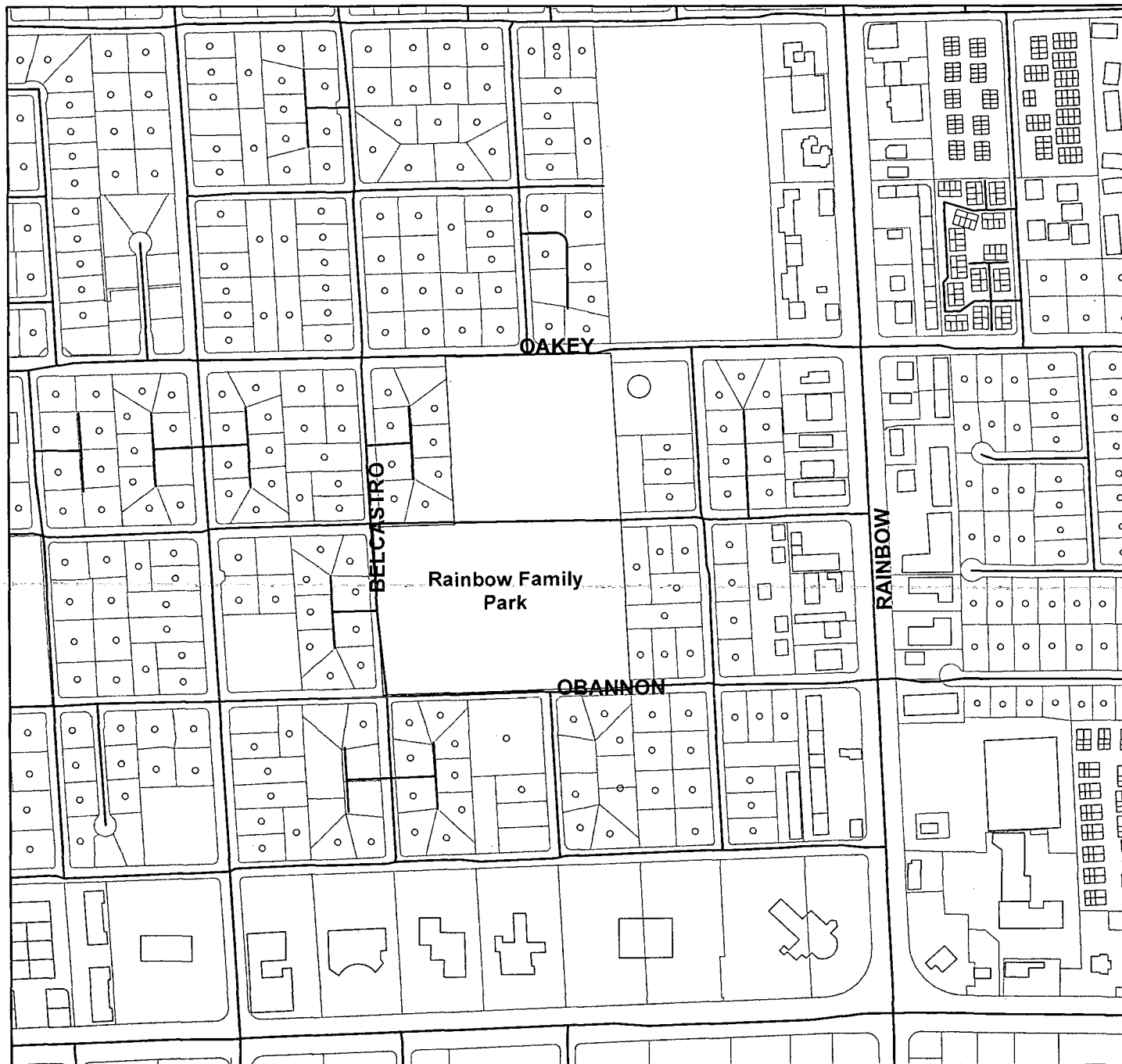
Subscribed and sworn to before me this 23rd day of

Feb 2001


 Notary Public

[June 2000]





Site Map

Legend

-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels

Real Estate & Asset Mgmt



2/4/2004

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MARCH 17, 2004****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: ORLANDO SANCHEZ**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of Option Agreement for Parcel #1 with Affordable Housing Resource Council as the developer to purchase approximately five (5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of a senior assisted living project - Ward 2 (L.B. McDonald)

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

Bureau of Land Management conveyed this parcel of land to the City of Las Vegas by legislation for affordable housing development. Through a Request for Application process, the Model Assisted Living Advisory Committee (MALAC) chaired by Assemblywoman Barbara Buckley, this developer was selected to design, build and manage an assisted living facility to serve low-income seniors. This Option to Purchase is a requirement for receiving allocated tax credits and funding to build the project.

RECOMMENDATION:

The 3/15/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Option Agreement

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:**APPROVED** under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Real Estate

Item 66 – Approval of Option Agreement for Parcel #1 with Affordable Housing Resource Council as the developer to purchase approximately five (5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of a senior assisted living project - Ward 2 (L.B. McDonald)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:49 – 9:53)

1-1314

OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is entered into this 17 day of March, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City"), and AFFORDABLE HOUSING RESOURCE COUNCIL, a non-profit, public benefit corporation ("Optionee").

RECITALS

A. City is the owner in fee of that certain real property consisting of approximately 10 acres located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in the legal description attached hereto as Exhibit "A" (the "City Parcel").

B. Optionee intends to submit a subdivision plan to the City of Las Vegas in order to split the 10-acre parcel into three separate parcels, including a 5.8 acre parcel identified as "Parcel #1" in the parcelization map, attached hereto as Exhibit "B" (the "Parcelization Map").

C. Optionee has received a reservation of \$750,000 in tax credits from the Nevada Housing Division for the construction of a 90-unit affordable assisted living residence on the Land identified and depicted as Parcel #1 on the Parcelization Map.

D. City and Optionee desire to enter into this Agreement to provide for City to grant to Optionee and Optionee to obtain from City, upon the terms set forth in this Agreement, an option to acquire the Land identified and depicted as Parcel #1 on the Parcelization Map, and all improvements now or hereafter constructed thereon and easements, licenses and interests appurtenant thereto (collectively, the "Property").

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Optionee agree as follows:

1. OPTION TO ACQUIRE.

1.1 Grant of Option. City hereby grants to Optionee an option to purchase the Property, upon all of the terms, covenants, and conditions contained in this Agreement (the "Option").

1.2 Option Period. This Option shall commence on the date this Agreement is approved by the Las Vegas City Council and, subject to Section 1.5, shall continue until December 31, 2004

1.3 Consideration for Option. Concurrently with the execution and delivery of this Agreement, Optionee shall pay to City the sum of Ten Dollars (\$10.00) (the "Option Payment") the sufficiency of which is hereby acknowledged. The Option Payment consideration shall be part of the consideration for City's grant of the Option and shall not be applicable to the Purchase Price.

1.4 Exercise of Option. In the event Optionee elects to exercise the Option to purchase the Property and has performed all acts in the time and manner as required by the terms hereof, and is not in default under any provision of this Agreement, Optionee shall exercise the Option by delivering to City, on or before 4:00 p.m. on the last day of the Option Period, written notice of Optionee's election to acquire the Property. Optionee must exercise the Option as to the entire Property and shall not be permitted to exercise the Option as to only a portion of the Property.

1.5 Automatic Termination. In the event (i) Optionee does not exercise the Option to purchase the Property in the manner set forth in Section 1.4 of this Agreement prior to the expiration of the Option Period, the Option shall automatically terminate without any notice to Optionee, and all rights of Optionee in and to the Property shall then and there cease. Such termination shall not release Optionee from its obligations to pay sums due and owing pursuant to the terms hereof up to and including the date of such termination, nor from Optionee's obligations pursuant to this Section 1.5 and Sections 5.1 and 5.3 hereof.

1.6 Document to Remove Cloud. This Agreement constitutes only an Option to purchase the Property, and although the Option granted hereby shall automatically terminate with respect to the Property unless exercised within the times provided for herein, or shall otherwise terminate as provided in Section 1.5, Optionee shall execute, acknowledge and deliver to City within ten (10) days after City's request therefor, any quitclaim deed or other document(s) required by a reputable title company of City's choice, which said title company might require to remove any cloud from the title of City to the Property that might arise as a result of the Option herein granted.

2. INSPECTIONS AND REVIEW.

2.1 Title Review. Prior to Optionee exercising this Option, , Optionee shall obtain a Preliminary Title Report for the Property issued by United Title Company. Optionee shall notify City in writing ("Optionee's Title Notice") of any matters of title disapproved by Optionee (the "Disapproved Exceptions"). Optionee's failure to deliver Optionee's Title Notice within said thirty (30) day period shall constitute Optionee's approval of all the title exceptions in the Title Reports. City shall have a period of thirty (30) days after receipt of Optionee's Title Notice in which to notify Optionee in writing ("City's Title Notice") of City's election to either remove or decline to remove the Disapproved Exceptions prior to the close of escrow for the conveyance of the Property to Optionee. City's failure to provide Optionee with City's Title Notice within said thirty (30) day period shall be deemed City's election to decline to remove the Disapproved Title Exceptions. In the event Optionee elects to exercise the Option, Optionee shall be deemed to have agreed to accept title to the Property subject to any Disapproved Exceptions which City in City's Title Notice notified Optionee it was declining to remove or which City shall be deemed to have declined to remove by its failure to deliver the City Title Notice.

Upon the issuance of any amendment or supplement to the Title Reports which adds additional exceptions, the foregoing right of review and approval shall also apply.

2.2 Investigation of Property. Optionee, at its sole cost and expense, shall have the right to make such independent investigations, inspections, tests, reviews, studies or surveys

(collectively, the "Investigations") as Optionee deems necessary or appropriate concerning the condition or suitability for ownership, use, subdivision, development, construction, or sale of the Property by Optionee, including, without limitation, any desired Investigations of the soils or groundwater conditions, including a study and determination as to the existence of any noxious, toxic, flammable, explosive or radioactive matter or any hazardous materials or hazardous substances or any crude oil or byproducts of crude oil. Optionee's Investigations of the Property shall be conducted upon no less than 48 hours notice to City. City shall have the right, but not the obligation, to accompany Optionee during such Investigations. Optionee shall repair any and all damage to the Property caused by such Investigations in a timely manner and shall indemnify, defend and hold Agency harmless from and against any liability arising from Optionee's Investigations hereunder.

3. CONDITIONS TO CLOSE OF ESCROW.

If Optionee exercises the option, City and Optionee shall open escrow as provided in subsection (c) below and the following shall be conditions to the close of escrow for the conveyance of the Property by the City to the Optionee.

a. Conveyance of the Property for the agreed-upon purchase price ("Purchase Price").

b. City and Optionee shall have entered into a Disposition and Development Agreement ("DDA"). The DDA shall contain the usual and customary terms of such agreements entered into by City for affordable housing projects, shall contain provisions for the sale of real property for the Purchase Price, and shall refer to or include, as applicable, the provisions set forth in this Section 4.

c. An escrow shall be opened with United Title Company or other escrow company mutually acceptable to Optionee and City, within five (5) business days of the exercise of the Option, with the following terms applicable:

- (i) the Purchase Price shall be paid at close of escrow;
- (ii) City shall pay the premium for a CLTA standard owner's policy of title insurance in the amount of the Purchase Price subject to the title exceptions Optionee approved or is deemed to have approved pursuant to Section 2.1, and Optionee shall pay for any extended or additional coverage or endorsements.
- (iii) City shall deposit and execute a deed conveying the Property to Optionee or its assignee at close of escrow;
- (iv) City shall pay for documentary stamps on the deed;
- (v) City and Optionee shall each pay for one-half of the escrow charges;
- (vi) taxes and assessments shall be prorated to close of escrow; and

(vii) escrow closing shall be subject to Optionee obtaining Final Map Approval for the subdivision of the original 10-acre parcel into three parcels, including the 5.8 acre parcel, which is the subject of this Agreement.

d. The close of escrow for the conveyance of the Property shall be on or before the date that is sixty (60) days following Optionee's exercise of the Option.

e. Optionee shall accept the Property in its "As-Is", "Where-Is" and "With-All-Faults" condition. City staff has no actual knowledge of the presence of hazardous substances or materials in, under, or upon the Property.

f. City approval of Optionee's Project financing including sources and uses of funds and a Project pro forma.

g. Approval by the City and any other governmental agency with jurisdiction, of any land use approvals and entitlements which may be required for the Project.

4. MISCELLANEOUS.

4.1 Attorney's Fees. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Option or arising out of the subject matter of the Option, the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees, expenses and costs, including, but not limited, to attorneys' fees.

4.2 Notices. All notices required to be delivered under this Agreement to the other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To City:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

Copy to:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: Director, Neighborhood Services Department

To Optionee:

Affordable Housing Resource Council
1400 Wedekind Road, Suite 3
Reno, NV 89512
Attn: Eric Novak, Associate Director
Telecopier: (775) 324-2553

Copy to:

John J. Gezelin
436 Court Street
Reno, NV 89501
Telecopier: (775) 323-9073

4.3 Broker's Fee. City and Optionee each represents and warrants to the other than no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay broker's commissions and/or finder's fees.

4.4 Assignment. Optionee hereby represents and warrants that the parcel is being acquired for the purpose of development of a 90-unit affordable assisted living residence, and is not for speculative purposes. Except as set forth in this Option, the Optionee shall not assign any interest in or delegate any obligation under this Option, or sell or transfer the parcel or any portion thereof, without the written consent of the City which shall not be unreasonably withheld. Optionee represents and warrants to the City that the parcel may be assigned to non-profit corporation formed for the sole purpose of owning and operating the project as required by the city of Las Vegas and said non-profit corporation is affiliated with Optionee, but such assignment shall not be effective unless and until the assignee agrees in writing to carry out and observe Optionee's agreements hereunder.

4.5 Time of the Essence. Time is of the essence with respect to each of the terms, covenants and conditions of this Agreement.

4.6 Binding on Heirs. Subject to the limitations set forth in Section 4.4 above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

4.7 Modification, Waivers and Entire Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both parties to this Agreement. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to

this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the parties hereto.

4.8 Interpretation; Governing Law; Forum. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nevada in effect at the time of the execution of this Agreement. Title and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. In the event of any litigation between the parties hereto, the District Courts of the State of Nevada in and for the County of Clark shall have exclusive jurisdiction.

4.9 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.10 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

4.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

4.12 No Recordation. Optionee shall not cause or allow this Agreement, short form, memorandum or assignment hereof to become of record in any public office without City's prior written consent, which consent may be withheld in City's sole and absolute discretion.

4.13 Exhibits. Exhibit A, B, and C attached hereto are hereby incorporated herein by this reference.

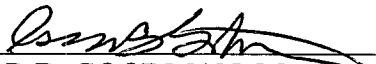
4.14 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Affordable Housing Resource Council warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including partners of Affordable Housing Resource Council, as well as all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council. Throughout the term hereof, Affordable Housing Resource Council shall notify City in writing of any material change in the above disclosure within 15 days of any change.

March 17, 2004

Option Agreement Parcel #1 Item #66

IN WITNESS WHEREOF, the parties hereto have executed this option Agreement as of the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"CITY"

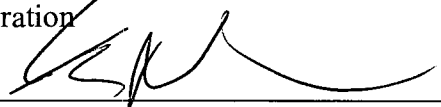
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 3/2/04
Date

AFFORDABLE HOUSING RESOURCE
COUNCIL, a non-profit, public benefit
corporation

By: 

Its: President

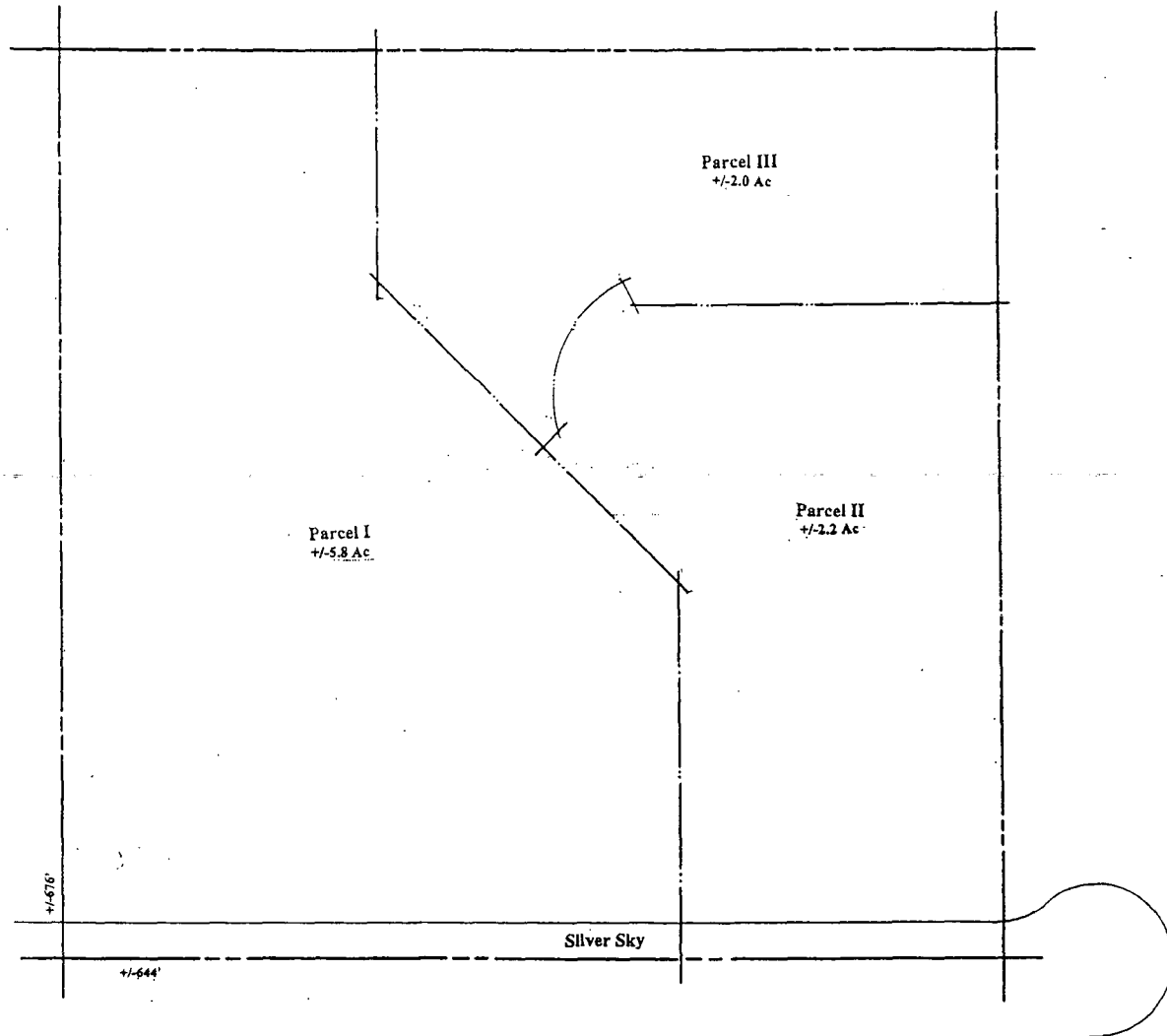
"OPTIONEE"

EXHIBIT "A"

LEGAL DESCRIPTION OF CITY PARCEL

Mount Diablo Meridian, Nevada, T. 20 S., R. 60 E., sec. 28, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$.

Containing 10 acres, more or less



PARCELIZATION MAP

EXHIBIT "B"

This site plan is shown without benefit of survey. All parcel acreage is shown approximate and may differ from the actual acreage of the parcels proposed. Perlman Architects, Inc. shall be not be held liable for any information shown.

Perlman
ARCHITECTS

PERLMAN ARCHITECTS, INC.
2230 CORPORATE CIRCLE, SUITE 200
HENDERSON, NEVADA 89074
702.990.9900 702.932.3222 fax

Silver Sky Assisted Living Residences

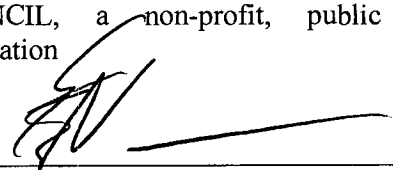
EXHIBIT "C"
Disclosure of Principals

The principals and partners of Affordable Housing Resource Council and all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council are the following:

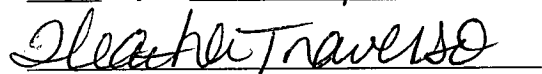
<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
Ernest Nielsen Board President	Washoe County Senior Law Project 1155 East 9 th Street Reno, NV 89512	775.328.2592
Bob Rusk Board Vice Pres. & And Secretary	Truckee River Suites 501 West 1 st Street Reno, NV 89503	775.329.6411
Jeff Ostomel, Treasurer	Schultz Consulting 555 Double Eagle Court Suite 1000 Reno, NV 89511	775.850.5620
Steve Alastuey	1050 Nevada Street #119 Reno, NV 89503	775.324.7385
Tom Murtha	Bristlecone Family Services P.O. Box 40674 Reno, NV 89504	775.826.7109
Bob Nielsen	Shelter Properties 380 Linden Street Reno, NV 89502	775.825.0999x107

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

AFFORDABLE HOUSING RESOURCE
COUNCIL, a non-profit, public benefit
corporation

By: 
Its: President

Subscribed and sworn to before me this
2 day of march, 2004.


Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of Option Agreement for Parcel #2 with Affordable Housing Resource Council as the developer to purchase approximately two and a half (2.5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of senior housing - Ward 2 (L.B. McDonald)

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

Bureau of Land Management conveyed this parcel of land to the City of Las Vegas by legislation for affordable housing development. Through a Request for Application process, the Model Assisted Living Advisory Committee (MALAC) chaired by Assemblywoman Barbara Buckley, this developer was selected to design, build and manage affordable housing to serve low-income seniors. This Option to Purchase is a requirement for making a FY2005-2006 HUD 202 Senior Housing application for funding.

RECOMMENDATION:

The 3/15/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Option Agreement

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Real Estate

Item 67 – Approval of Option Agreement for Parcel #2 with Affordable Housing Resource Council as the developer to purchase approximately two and a half (2.5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of senior housing - Ward 2 (L.B. McDonald)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:49 – 9:53)

1-1314

OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is entered into this 17 day of March, 2004, by and between The City of Las Vegas, a municipal corporation in the State of Nevada, ("City"), and AFFORDABLE HOUSING RESOURCE COUNCIL a non-profit, public benefit corporation ("Optionee").

RECITALS

A. City is the owner in fee of that certain real property consisting of approximately 10 acres located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in the legal description attached hereto as Exhibit "A" (the "City Parcel").

B. Optionee intends to submit a subdivision plan to the City of Las Vegas in order to split the 10-acre parcel into three separate parcels, including a 2.2 acre parcel identified as "Parcel #2" in the parcelization map, attached hereto as Exhibit "B" (the "Parcelization Map").

C. City and Optionee desire to enter into this Agreement to provide for City to grant to Optionee and Optionee to obtain from City, upon the terms set forth in this Agreement, an option to acquire the Land identified and depicted as Parcel #2 on the Parcelization Map, and all improvements now or hereafter constructed thereon and easements, licenses and interests appurtenant thereto (collectively, the "Property").

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Optionee agree as follows:

1. OPTION TO ACQUIRE.

1.1 Grant of Option. City hereby grants to Optionee an option to purchase the Property, upon all of the terms, covenants, and conditions contained in this Agreement (the "Option").

1.2 Option Period

1.2.1 Initial Option Period. This Option shall commence on the date this Agreement is approved by the Las Vegas City Council and, subject to Section 1.5, shall continue until the date that is eighteen (18) months after the date Optionee receives notice from the United States Department of Housing and Urban Development ("HUD") that

Optionee's application for a fund reservation under Section 202 of the Housing Act of 1959, 12 U.S.C. Section 1701q ("Fund Reservation") for the acquisition of the Property and the development of a senior citizen housing project containing at least 40 units ("Project") has been approved ("Initial Option Period"). Optionee shall provide City with a copy of said notice (the "HUD Fund Reservation Approval Notice"). Optionee's exercise of the Option to acquire the Property during the Initial Option Period shall be contingent upon Optionee having submitted an application for a Fund Reservation for the Project by June 30, 2004.

1.2.2 Extended Option Period. In the event the Fund Reservation is not approved by HUD by January 30, 2005, at Optionee's election, the Option may be extended by Optionee by notice to City, commencing on the date of notice from HUD that the Fund Reservation has not been approved and continuing for twenty-five (25) months thereafter ("the Extended Option Period"). The Initial Option Period and the Extended Option Period are sometimes collectively referred to herein as the "Option Period". Optionee's exercise of the Option to acquire the Property during the Extended Option Period shall be contingent upon Optionee having submitted an application to HUD for a Fund Reservation for the Project by June 30, 2005.

1.3 Consideration for Option. Concurrently with the execution and delivery of this Agreement, Optionee shall pay to City the sum of Ten Dollars (\$10.00) (the "Option Payment") the sufficiency of which is hereby acknowledged. The Option Payment consideration shall be part of the consideration for City's grant of the Option and shall not be applicable to the Purchase Price.

1.4 Exercise of Option. In the event Optionee elects to exercise the Option to purchase the Property and has performed all acts in the time and manner as required by the terms hereof, and is not in default under any provision of this Agreement, Optionee shall exercise the Option by delivering to City, on or before 4:00 p.m. on the last day of the Option Period, written notice of Optionee's election to acquire the Property. Optionee must exercise the Option as to the entire Property and shall not be permitted to exercise the Option as to only a portion of the Property.

1.5 Automatic Termination. In the event (i) Optionee does not exercise the Option to purchase the Property in the manner set forth in Section 1.4 of this Agreement prior to the expiration of the Option Period, (ii) or Optionee's applications for the Fund Reservation have not been approved by HUD by January 30, 2006, or (iii) Optionee receives notice that its application for the Fund Reservation submitted by June 30, 2004 has been rejected and the Option has not been extended as provided in 1.2.2 above or (iv) Optionee receives notice that its application for the Fund Reservation submitted to HUD by June 30, 2005 has been rejected, the Option shall automatically terminate without any notice to Optionee, and all rights of Optionee in and to the Property shall then and there cease. Such termination shall not release Optionee from its obligations to pay sums due and owing pursuant to the terms hereof up to and including the date of such termination, nor from Optionee's obligations pursuant to this Section 1.5 and Sections 5.1 and 5.3 hereof.

1.6 Document to Remove Cloud. This Agreement constitutes only an Option to purchase the Property, and although the Option granted hereby shall automatically terminate with respect to the Property unless exercised within the times provided for herein, or shall otherwise terminate as provided in Section 1.5, Optionee shall execute, acknowledge and deliver to City within ten (10) days after City's request therefor, any quitclaim deed or other document(s) required by a reputable title company of City's choice, which said title company might require to remove any cloud from the title of City to the Property that might arise as a result of the Option herein granted.

2. INSPECTIONS AND REVIEW.

2.1 Title Review. Within 30 days of the effective date of this Agreement, City shall provide Optionee with a Preliminary Title Report for the City Parcel issued by United Title Company. Within sixty (60) days of receipt of said report, Optionee shall notify City in writing ("Optionee's Title Notice") of any matters of title disapproved by Optionee (the "Disapproved Exceptions"). Optionee's failure to deliver Optionee's Title Notice within said thirty (30) day period shall constitute Optionee's approval of all the title exceptions in the Title Reports. City shall have a period of thirty (30) days after receipt of Optionee's Title Notice in which to notify Optionee in writing ("City's Title Notice") of City's election to either remove or decline to remove the Disapproved Exceptions prior to the close of escrow for the conveyance of the Property to Optionee. City's failure to provide Optionee with City's Title Notice within said thirty (30) day period shall be deemed City's election to decline to remove the Disapproved Title Exceptions. In the event Optionee elects to exercise the Option, Optionee shall be deemed to have agreed to accept title to the Property subject to any Disapproved Exceptions which City in City's Title Notice notified Optionee it was declining to remove or which City shall be deemed to have declined to remove by its failure to deliver the City Title Notice.

Upon the issuance of any amendment or supplement to the Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply.

2.2 Investigation of Property. Optionee, at its sole cost and expense, shall have the right to make such independent investigations, inspections, tests, reviews, studies or surveys (collectively, the "Investigations") as Optionee deems necessary or appropriate concerning the condition or suitability for ownership, use, subdivision, development, construction, or sale of the Property by Optionee, including, without limitation, any desired Investigations of the soils or groundwater conditions, including a study and determination as to the existence of any noxious, toxic, flammable, explosive or radioactive matter or any hazardous materials or hazardous substances or any crude oil or byproducts of crude oil. Optionee's Investigations of the Property shall be conducted upon no less than 48 hours notice to City. City shall have the right, but not the obligation, to accompany Optionee during such Investigations. Optionee shall repair any and all damage to the Property caused

by such Investigations in a timely manner and shall indemnify, defend and hold City harmless from and against any liability arising from Optionee's Investigations hereunder.

3. FUND RESERVATION.

As additional consideration for the granting of this Option, Optionee hereby agrees to submit to HUD an application for the Fund Reservation on or before the deadline date for such submission occurring on June 13, 2004 and if Optionee elects to extend the Option as provided in 1.2.2 above, Optionee agrees to submit to HUD an application for the Fund Reservation on or before the deadline date for submission occurring on or before June 30, 2005, and, thereafter, perform all actions as may be reasonably required to secure the Fund Reservation from HUD. Optionee shall request that HUD provide copies of all correspondence and notices regarding the Fund Reservation to City.

4. CONDITIONS TO CLOSE OF ESCROW.

If Optionee submits an application for Fund Reservation and exercises the option, City and Optionee shall open escrow as provided in subsection (d) below and the following shall be conditions to the close of escrow for the conveyance of the Property by the City to the Optionee.

a. Conveyance of the Property for the agreed-upon purchase price ("Purchase Price"). With respect to the Purchase Price, the parties agree that the Purchase Price for the Property shall be the price determined by the HUD fair market value appraisal performed in connection with the Fund Reservation or the sum of \$10.00, whichever is less. Optionee shall consult with City if HUD requires Optionee to obtain its appraisal by utilizing an appraiser from the list of appraisers approved by HUD but the designation of the appraiser shall be made by Optionee.

b. City and Optionee shall have entered into a Disposition and Development Agreement ("DDA") which shall include provisions acceptable to HUD. The DDA shall contain the usual and customary terms of such agreements entered into by City for affordable housing projects, shall contain provisions for the sale of the Property for the Purchase Price, and shall refer to or include, as applicable, the provisions set forth in this Section 4. In the event the close of escrow and conveyance of the Property occur prior to Optionee's receipt of the HUD Fund Reservation, City and Optionee agree to amend said DDA to the satisfaction of HUD if such amendment is requested.

c. An escrow shall be opened with United Title Company or other escrow company mutually acceptable to Optionee and City, within five (5) business days of the exercise of the Option, with the following terms applicable:

- (i) the Purchase Price shall be paid at close of escrow;
- (ii) City shall pay the premium for a CLTA standard owner's policy of title insurance in the amount of the Purchase Price subject to the title exceptions Optionee approved or is deemed to have approved pursuant to Section 2.1, and Optionee shall pay for any extended or additional coverage or endorsements;
- (iii) City shall deposit and execute a deed conveying the Property to Optionee or its assignee at close of escrow;
- (iv) City shall pay for documentary stamps on the deed;
- (v) City and Optionee shall each pay for one-half of the escrow charges;
- (vi) taxes and assessments shall be prorated to close of escrow; and
- (vii) escrow closing shall be subject to Optionee obtaining final map approval for the subdivision of the original City Parcel into three parcels, including the 2.2 acre parcel, which is the subject of the Agreement.
- (viii) The close of escrow for the conveyance of the Property shall be on or before the date that is sixty (60) days following Optionee's exercise of the Option.

d. Optionee shall accept the Property in its "As-Is", "Where-Is" and "With-All-Faults" condition. City staff has no actual knowledge of the presence of hazardous substances or materials in, under, or upon the Property.

5. MISCELLANEOUS.

5.1 Attorney's Fees. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Option or arising out of the subject matter of the Option, the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees, expenses and costs, including, but not limited, to attorneys' fees.

5.2 Notices. All notices required to be delivered under this Agreement to the other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the

United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To City: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager
Telecopier: (702) 388-1807

Copy to: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: Neighborhood Services Department Director
Telecopier: (702) 382-3045

To Optionee: Affordable Housing Resource Council
1400 Wedekind Road, Suite 3
Reno, Nevada 89512
Attn: Jonnie Pullman
Telecopier: (775) 324-2553

Copy to: John Gezelin, Esq.
436 Court Street
Reno, NV 89501
Telecopier: (775) 323-9073

5.3 Broker's Fee. City and Optionee each represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay broker's commissions and/or finder's fees.

5.4 Assignment. Optionee shall have no right to assign the Option herein granted or any right or privilege Optionee might have in the Option, by operation of law or otherwise, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Any attempt by Optionee to make an assignment other than with the prior written consent of City shall be null and void. City's consent to an assignment by Optionee shall not relieve Optionee from its obligations under this Agreement. Notwithstanding the foregoing without the consent of City, Optionee shall have the right to assign this Agreement to a non-profit corporation formed for the sole purpose of owning and operating the project as required by HUD and said non-profit corporation is affiliated with Optionee, but such assignment shall not be effective unless and until the assignee agrees in writing to carry out and observe Optionee's agreements hereunder.

5.5 Time of the Essence. Time is of the essence with respect to each of the terms, covenants and conditions of this Agreement.

5.6 Binding on Successors and Assigns. Subject to the limitations set forth in Section 5.4 above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

5.7 Modification, Waivers and Entire Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both parties to this Agreement. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the parties hereto.

5.8 Interpretation; Governing Law; Forum. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nevada in effect at the time of the execution of this Agreement. Title and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. In the event of any litigation between the parties hereto, the District Courts of the State of Nevada in and for the County of Clark shall have exclusive jurisdiction.

5.9 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.10 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

5.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

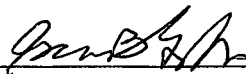
5.12 No Recordation. Optionee shall not cause or allow this Agreement, short form, memorandum or assignment hereof to become of record in any public office without City's prior written consent, which consent may be withheld in City's sole and absolute discretion.

5.13 Exhibits. Exhibit A, B and C attached hereto are hereby incorporated herein by this reference.

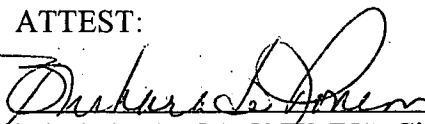
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IN WITNESS WHEREOF, the parties hereto have executed this option Agreement as of the day and year first above written.

CITY OF LAS VEGAS, a municipal
corporation of the State of Nevada

By: 
OSCAR B. GOODMAN, Mayor

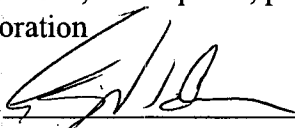
ATTEST:


BARBARA JO RONEMUS, City Clerk

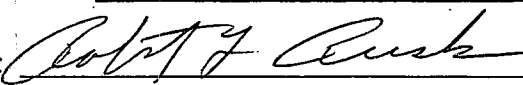
APPROVED AS TO FORM

 3/2/04
Date

AFFORDABLE HOUSING RESOURCE
COUNCIL, a non-profit, public benefit
corporation

By: 

Its: _____

By: 

Its: _____

OPTIONEE

EXHIBIT "A"
LEGAL DESCRIPTION OF CITY PARCEL

Mount Diablo Meridian, Nevada, T. 20 S., R. 60 E., sec. 28,
NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$.

Containing 10 acres, more or less

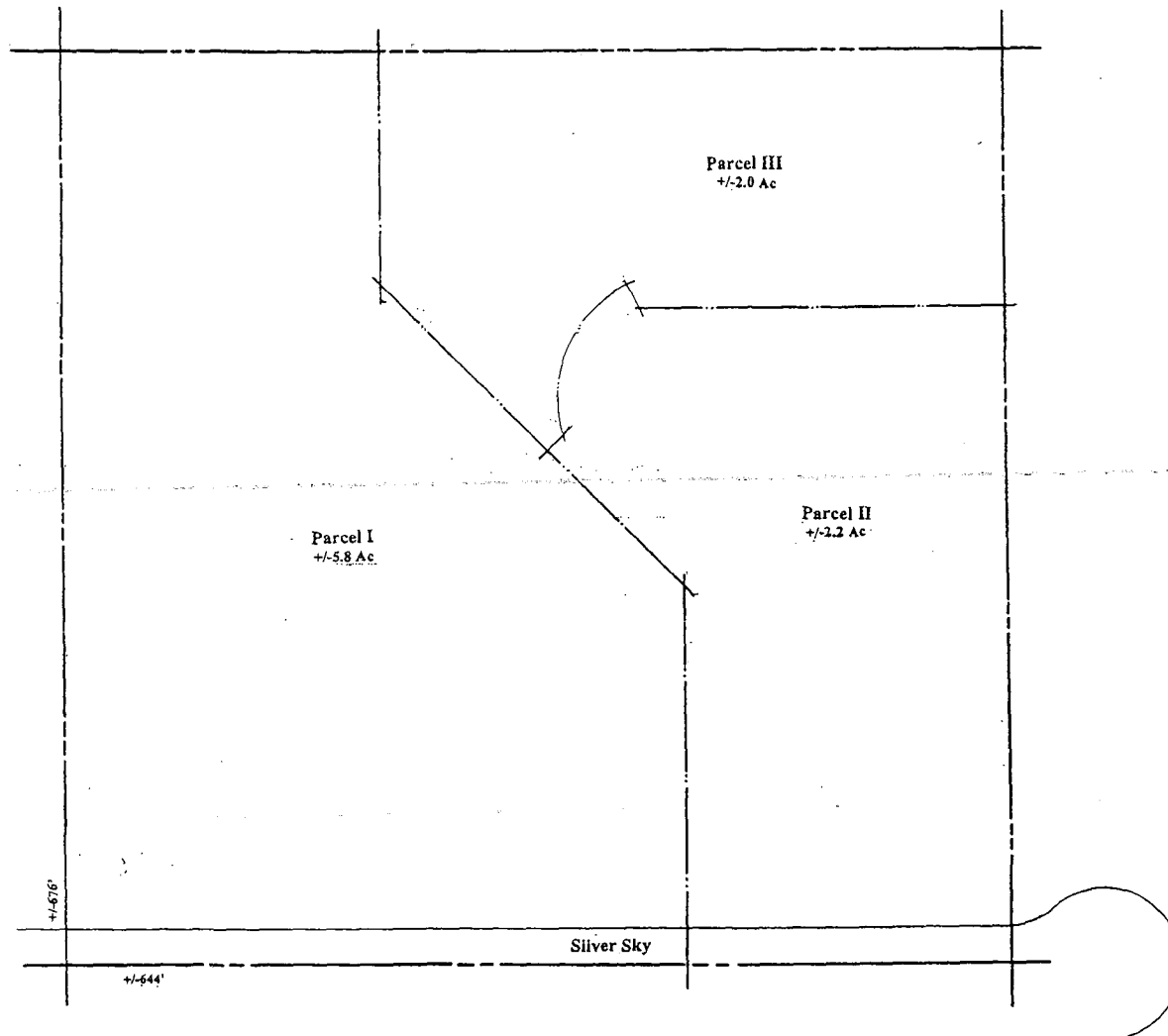


EXHIBIT "B"

PARCELIZATION MAP

This site plan is shown without benefit of survey. All parcel acreage is shown approximate and may differ from the actual acreage of the parcels proposed. Perlman Architects, Inc. shall be not be held liable for any information shown.

Perlman
ARCHITECTS

PERLMAN ARCHITECTS, INC.
2230 CORPORATE CIRCLE, SUITE 200
HENDERSON, NEVADA 89074
702.960.8900 702.932.3222 fax

Silver Sky Assisted Living Residences

EXHIBIT "C"
Disclosure of Principals

The principals and partners of Affordable Housing Resource Council and all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
Ernest Nielsen Board President	Washoe County Senior Law Project 1155 East 9 th Street Reno, NV 89512	775.328.2592
Bob Rusk Board Vice Pres. & And Secretary	Truckee River Suites 501 West 1 st Street Reno, NV 89503	775.329.6411
Jeff Ostomel, Treasurer	Schultz Consulting 555 Double Eagle Court Suite 1000 Reno, NV 89511	775.850.5620
Steve Alastuey	1050 Nevada Street #119 Reno, NV 89503	775.324.7385
Tom Murtha	Bristlecone Family Services P.O. Box 40674 Reno, NV 89504	775.826.7109
Bob Nielsen	Shelter Properties 380 Linden Street Reno, NV 89502	775.825.0999x107

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

AFFORDABLE HOUSING RESOURCE
COUNCIL, a non-profit, public benefit
corporation

By: [Signature]
Its: President

Subscribed and sworn to before me this
2 day of March, 2004.

[Signature]
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of Option Agreement for Parcel #3 with Affordable Housing Resource Council as the developer to purchase approximately two and a half (2.5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of senior housing - Ward 2 (L.B. McDonald)

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

Bureau of Land Management conveyed this parcel of land to the City of Las Vegas by legislation for affordable housing development. Through a Request for Application process, the Model Assisted Living Advisory Committee (MALAC) chaired by Assemblywoman Barbara Buckley, this developer was selected to design, build and manage affordable housing to serve low-income seniors. This Option to Purchase is a requirement for making a future HUD 202 Senior Housing application for funding.

RECOMMENDATION:

The 3/15/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Option Agreement

MOTION:

REESE – APPROVED Items 3-8, 14-29, and 31-68 – **UNANIMOUS** with **L.B. McDONALD** abstaining on Items 9-12 due to direct competition with Station Casinos, for which she serves as outside director, and **MACK** also abstaining on Items 9-12 because his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino, a competitor of Barrick Gaming, on Item 18 because his brother **STEVEN MACK** is the applicant, and on Items 28 and 46 because his brother **STEVEN MACK** owns property near those locations and the scope of the projects could have an impact on his brother's property

Items 9-13 & 30:

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF MARCH 17, 2004

Consent – Real Estate

Item 68 – Approval of Option Agreement for Parcel #3 with Affordable Housing Resource Council as the developer to purchase approximately two and a half (2.5) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road for development and construction of senior housing - Ward 2 (L.B. McDonald)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:49 – 9:53)

1-1314

OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is entered into this 17 day of March, 2004, by and between The City of Las Vegas, a municipal corporation in the State of Nevada, ("City"), and AFFORDABLE HOUSING RESOURCE COUNCIL a non-profit, public benefit corporation ("Optionee").

R E C I T A L S

A. City is the owner in fee of that certain real property consisting of approximately 10 acres located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in the legal description attached hereto as Exhibit "A" (the "City Parcel").

B. Optionee intends to submit a subdivision plan to the City of Las Vegas in order to split the 10-acre parcel into three separate parcels, including a 2.0 acre parcel identified as "Parcel #3" in the parcelization map, attached hereto as Exhibit "B" (the "Parcelization Map").

C. City and Optionee desire to enter into this Agreement to provide for City to grant to Optionee and Optionee to obtain from City, upon the terms set forth in this Agreement, an option to acquire the Land identified and depicted as Parcel #3 on the Parcelization Map, and all improvements now or hereafter constructed thereon and easements, licenses and interests appurtenant thereto (collectively, the "Property").

A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Optionee agree as follows:

1. OPTION TO ACQUIRE.

1.1 Grant of Option. City hereby grants to Optionee an option to purchase the Property, upon all of the terms, covenants, and conditions contained in this Agreement (the "Option").

1.2 Option Period

1.2.1 Initial Option Period. This Option shall commence on the date this Agreement is approved by the Las Vegas City Council and, subject to Section 1.5, shall continue until the date that is eighteen (18) months after the date Optionee receives notice

from the United States Department of Housing and Urban Development ("HUD") that Optionee's application for a fund reservation under Section 202 of the Housing Act of 1959, 12 U.S.C. Section 1701q ("Fund Reservation") for the acquisition of the Property and the development of a senior citizen housing project containing at least 40 units ("Project") has been approved ("Initial Option Period"). Optionee shall provide City with a copy of said notice (the "HUD Fund Reservation Approval Notice"). Optionee's exercise of the Option to acquire the Property during the Initial Option Period shall be contingent upon Optionee having submitted an application for a Fund Reservation for the Project on Parcel #2 by June 13, 2004 or the date established by HUD whichever last occurs.

1.2.2 Extended Option Period. In the event the Fund Reservation is not approved by HUD by January 30, 2006, at Optionee's election, the Option may be extended by Optionee by notice to City, commencing on the date of notice from HUD that the Fund Reservation has not been approved and continuing for twenty-five (25) months thereafter ("the Extended Option Period"). The Initial Option Period and the Extended Option Period are sometimes collectively referred to herein as the "Option Period". Optionee's exercise of the Option to acquire the Property during the Extended Option Period shall be contingent upon Optionee having submitted an application to HUD for a Fund Reservation for the Project by June 30, 2006.

1.3 Consideration for Option. Concurrently with the execution and delivery of this Agreement, Optionee shall pay to City the sum of Ten Dollars (\$10.00) (the "Option Payment") the sufficiency of which is hereby acknowledged. The Option Payment consideration shall be part of the consideration for City's grant of the Option and shall not be applicable to the Purchase Price.

1.4 Exercise of Option. In the event Optionee elects to exercise the Option to purchase the Property and has performed all acts in the time and manner as required by the terms hereof, and is not in default under any provision of this Agreement, Optionee shall exercise the Option by delivering to City, on or before 4:00 p.m. on the last day of the Option Period, written notice of Optionee's election to acquire the Property. Optionee must exercise the Option as to the entire Property and shall not be permitted to exercise the Option as to only a portion of the Property.

1.5 Automatic Termination. In the event (i) Optionee does not exercise the Option to purchase the Property in the manner set forth in Section 1.4 of this Agreement prior to the expiration of the Option Period, (ii) or Optionee's applications for the Fund Reservation have not been approved by HUD by January 30, 2006, or (iii) Optionee receives notice that its application for the Fund Reservation submitted by June 30, 2004 has been rejected and the Option has not been extended as provided in 1.2.2 above or (iv) Optionee receives notice that its application for the Fund Reservation submitted to HUD by June 30, 2005 has been rejected, the Option shall automatically terminate without any notice to Optionee, and all rights of Optionee in and to the Property shall then and there cease. Such

termination shall not release Optionee from its obligations to pay sums due and owing pursuant to the terms hereof up to and including the date of such termination, nor from Optionee's obligations pursuant to this Section 1.5 and Sections 5.1 and 5.3 hereof.

1.6 Document to Remove Cloud. This Agreement constitutes only an Option to purchase the Property, and although the Option granted hereby shall automatically terminate with respect to the Property unless exercised within the times provided for herein, or shall otherwise terminate as provided in Section 1.5, Optionee shall execute, acknowledge and deliver to City within ten (10) days after City's request therefor, any quitclaim deed or other document(s) required by a reputable title company of City's choice, which said title company might require to remove any cloud from the title of City to the Property that might arise as a result of the Option herein granted.

2. INSPECTIONS AND REVIEW.

2.1 Title Review. Within 30 days of the effective date of this Agreement, City shall provide Optionee with a Preliminary Title Report for the City Parcel issued by United Title Company. Within sixty (60) days of receipt of said report, Optionee shall notify City in writing ("Optionee's Title Notice") of any matters of title disapproved by Optionee (the "Disapproved Exceptions"). Optionee's failure to deliver Optionee's Title Notice within said thirty (30) day period shall constitute Optionee's approval of all the title exceptions in the Title Reports. City shall have a period of thirty (30) days after receipt of Optionee's Title Notice in which to notify Optionee in writing ("City's Title Notice") of City's election to either remove or decline to remove the Disapproved Exceptions prior to the close of escrow for the conveyance of the Property to Optionee. City's failure to provide Optionee with City's Title Notice within said thirty (30) day period shall be deemed City's election to decline to remove the Disapproved Title Exceptions. In the event Optionee elects to exercise the Option, Optionee shall be deemed to have agreed to accept title to the Property subject to any Disapproved Exceptions which City in City's Title Notice notified Optionee it was declining to remove or which City shall be deemed to have declined to remove by its failure to deliver the City Title Notice.

Upon the issuance of any amendment or supplement to the Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply.

2.2 Investigation of Property. Optionee, at its sole cost and expense, shall have the right to make such independent investigations, inspections, tests, reviews, studies or surveys (collectively, the "Investigations") as Optionee deems necessary or appropriate concerning the condition or suitability for ownership, use, subdivision, development, construction, or sale of the Property by Optionee, including, without limitation, any desired Investigations of the soils or groundwater conditions, including a study and determination as to the existence of any noxious, toxic, flammable, explosive or radioactive matter or any hazardous materials or hazardous substances or any crude oil or byproducts of crude oil.

Optionee's Investigations of the Property shall be conducted upon no less than 48 hours notice to City. City shall have the right, but not the obligation, to accompany Optionee during such Investigations. Optionee shall repair any and all damage to the Property caused by such Investigations in a timely manner and shall indemnify, defend and hold City harmless from and against any liability arising from Optionee's Investigations hereunder.

3. FUND RESERVATION.

As additional consideration for the granting of this Option, Optionee hereby agrees to submit to HUD an application for the Fund Reservation on or before the deadline date for such submission occurring on June 30, 2005 and if Optionee elects to extend the Option as provided in 1.2.2 above, Optionee agrees to submit to HUD an application for the Fund Reservation on or before the deadline date for submission occurring on or before June 30, 2006, and, thereafter, perform all actions as may be reasonably required to secure the Fund Reservation from HUD. Optionee shall request that HUD provide copies of all correspondence and notices regarding the Fund Reservation to City.

4. CONDITIONS TO CLOSE OF ESCROW.

If Optionee submits an application for Fund Reservation and exercises the option, City and Optionee shall open escrow as provided in subsection (d) below and the following shall be conditions to the close of escrow for the conveyance of the Property by the City to the Optionee.

a. Conveyance of the Property for the agreed-upon purchase price ("Purchase Price"). With respect to the Purchase Price, the parties agree that the Purchase Price for the Property shall be the price determined by the HUD fair market value appraisal performed in connection with the Fund Reservation or the sum of \$10.00, whichever is less. Optionee shall consult with City if HUD requires Optionee to obtain its appraisal by utilizing an appraiser from the list of appraisers approved by HUD but the designation of the appraiser shall be made by Optionee.

b. City and Optionee shall have entered into a Disposition and Development Agreement ("DDA") which shall include provisions acceptable to HUD. The DDA shall contain the usual and customary terms of such agreements entered into by City for affordable housing projects, shall contain provisions for the sale of the Property for the Purchase Price, and shall refer to or include, as applicable, the provisions set forth in this Section 4. In the event the close of escrow and conveyance of the Property occur prior to Optionee's receipt of the HUD Fund Reservation, City and Optionee agree to amend said DDA to the satisfaction of HUD if such amendment is requested.

c. An escrow shall be opened with United Title Company or other escrow company mutually acceptable to Optionee and City, within five (5) business days of

the exercise of the Option, with the following terms applicable:

- (i) the Purchase Price shall be paid at close of escrow;
- (ii) City shall pay the premium for a CLTA standard owner's policy of title insurance in the amount of the Purchase Price subject to the title exceptions Optionee approved or is deemed to have approved pursuant to Section 2.1, and Optionee shall pay for any extended or additional coverage or endorsements;
- (iii) City shall deposit and execute a deed conveying the Property to Optionee or its assignee at close of escrow;
- (iv) City shall pay for documentary stamps on the deed;
- (v) City and Optionee shall each pay for one-half of the escrow charges;
- (vi) taxes and assessments shall be prorated to close of escrow; and
- (vii) escrow closing shall be subject to Optionee obtaining final map approval for the subdivision of the original City Parcel into three parcels, including the 2.0 acre parcel, which is the subject of the Agreement.
- (viii) The close of escrow for the conveyance of the Property shall be on or before the date that is sixty (60) days following Optionee's exercise of the Option.

d. Optionee shall accept the Property in its "As-Is", "Where-Is" and "With-All-Faults" condition. City staff has no actual knowledge of the presence of hazardous substances or materials in, under, or upon the Property.

5. MISCELLANEOUS.

5.1 Attorney's Fees. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Option or arising out of the subject matter of the Option, the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees, expenses and costs, including, but not limited, to attorneys' fees.

5.2 Notices. All notices required to be delivered under this Agreement to the

other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To City: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager
Telecopier: (702) 388-1807

Copy to: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: Neighborhood Services Department Director
Telecopier: (702) 382-3045

To Optionee: Affordable Housing Resource Council
1400 Wedekind Road, Suite 3
Reno, Nevada 89512
Attn: Jonnie Pullman
Telecopier: (775) 324-2553

Copy to: John Gezelin, Esq.
436 Court Street
Reno, NV 89501
Telecopier: (775) 323-9073

5.3 Broker's Fee. City and Optionee each represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay broker's commissions and/or finder's fees.

5.4 Assignment. Optionee shall have no right to assign the Option herein granted or any right or privilege Optionee might have in the Option, by operation of law or otherwise, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Any attempt by Optionee to make an assignment other than with the prior written consent of City shall be null and void. City's consent to an assignment by Optionee shall not relieve Optionee from its obligations under this Agreement. Notwithstanding the foregoing without the consent of City, Optionee shall have the right to assign this Agreement to a non-profit corporation formed for the sole purpose of owning and operating the project as required by HUD and said non-profit corporation is affiliated with Optionee, but such assignment shall not be effective unless and until the assignee agrees in writing to carry out and observe Optionee's agreements hereunder.

5.5 Time of the Essence. Time is of the essence with respect to each of the terms, covenants and conditions of this Agreement.

5.6 Binding on Successors and Assigns. Subject to the limitations set forth in Section 5.4 above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

5.7 Modification, Waivers and Entire Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both parties to this Agreement. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the parties hereto.

5.8 Interpretation; Governing Law; Forum. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nevada in effect at the time of the execution of this Agreement. Title and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. In the event of any litigation between the parties hereto, the District Courts of the State of Nevada in and for the County of Clark shall have exclusive jurisdiction.

5.9 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.10 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

5.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

5.12 No Recordation. Optionee shall not cause or allow this Agreement, short form, memorandum or assignment hereof to become of record in any public office without City's prior written consent, which consent may be withheld in City's sole and absolute discretion.

5.13 Exhibits. Exhibit A, B and C attached hereto are hereby incorporated herein by this reference.

5.14 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Affordable Housing Resource Council warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including partners of Affordable Housing Resource Council, as well as all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council. Throughout the term hereof, Affordable Housing Resource Council shall notify City in writing of any material change in the above disclosure within 15 days of any change.

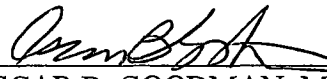
March 17, 2004

Option Agreement Parcel #3

Item #68

IN WITNESS WHEREOF, the parties hereto have executed this option Agreement as of the day and year first above written.

CITY OF LAS VEGAS, a municipal
corporation of the State of Nevada

By: 
OSCAR B. GOODMAN, Mayor

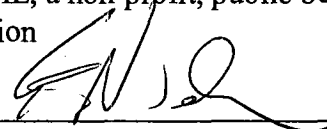
ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM

 3/2/04
Date

AFFORDABLE HOUSING RESOURCE
COUNCIL, a non-profit, public benefit
corporation

By: 

Its: _____

By: 

Its: _____

OPTIONEE

EXHIBIT "A"
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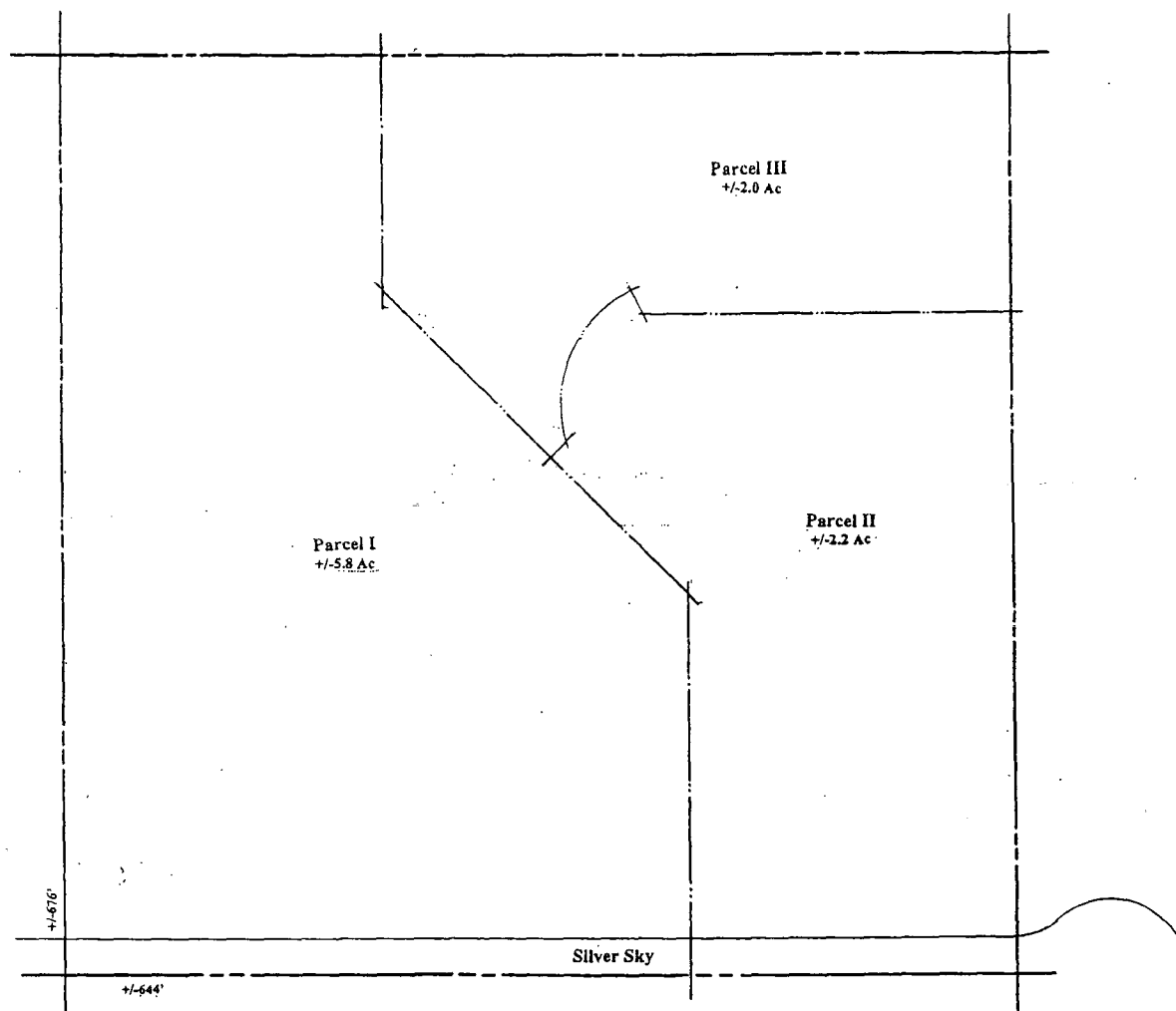


EXHIBIT "B"
PARCELIZATION MAP

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Silver Sky Assisted Living Residencets

Perlman
ARCHITECTS
PERLMAN ARCHITECTS, INC.
2230 CORPORATE CIRCLE, SUITE 200
HENDERSON, NEVADA 89074
702.990.9900 702.932.3222 fax

EXHIBIT "C"
Disclosure of Principals

The principals and partners of Affordable Housing Resource Council and all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of Affordable Housing Resource Council are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
Ernest Nielsen Board President	Washoe County Senior Law Project 1155 East 9 th Street Reno, NV 89512	775.328.2592
Bob Rusk Board Vice Pres. & And Secretary	Truckee River Suites 501 West 1 st Street Reno, NV 89503	775.329.6411
Jeff Ostomel, Treasurer	Schultz Consulting 555 Double Eagle Court Suite 1000 Reno, NV 89511	775.850.5620
Steve Alastuey	1050 Nevada Street #119 Reno, NV 89503	775.324.7385
Tom Murtha	Bristlecone Family Services P.O. Box 40674 Reno, NV 89504	775.826.7109
Bob Nielsen	Shelter Properties 380 Linden Street Reno, NV 89502	775.825.0999x107

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

AFFORDABLE HOUSING RESOURCE
COUNCIL, a non-profit, public benefit
corporation

By: [Signature]
Its: President

Subscribed and sworn to before me this
2 day of March, 2004.

Heather Traverso
Notary Public

