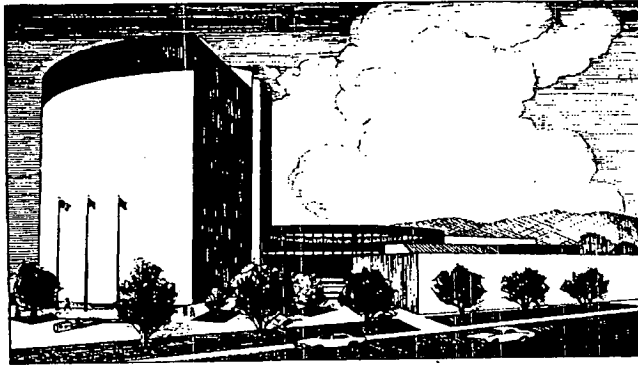




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL Meeting of

JUNE 16, 2004

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

MAYOR OSCAR B. GOODMAN

COUNCILMAN GARY REESE
MAYOR PRO-TEM

COUNCILMAN LARRY BROWN

WARD 2 SEAT VACANT

COUNCILMAN LAWRENCE WEEKLY

COUNCILMAN MICHAEL MACK

COUNCILWOMAN JANET MONCRIEF

PRESENT

ABSENT

EXCUSED

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DOUG SELBY, CITY MANAGER
BRAD JERBIC, CITY ATTORNEY
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)
TOM GREEN, DEPUTY CITY ATTORNEY (PM session)
BARBARA JO RONEMUS, CITY CLERK

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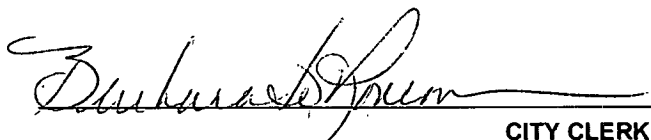
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APPROVED BY REFERENCE: September 15, 2004
ATTEST:


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 **10th** day of **June, 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 **16th day of June, 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.

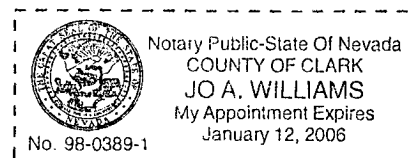

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

11th day of JUNE, 2004

NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF POSTING
(Posting 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 **10th** day of **June, 2004** at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **16th** day of **June, 2004**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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

Paula Clark

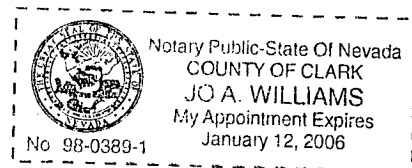
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

11th day of JUNE, 2004

[Signature]
NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA

JUNE 16, 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), VACANT (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.

JUNE 16, 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 MIKE MAS, NATHAN ADELSON HOSPICE (CENTER FOR COMPASSIONATE CARE)
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 257TH TRANSPORTATION COMPANY, AN ARMY RESERVE UNIT
- RECOGNITION OF MASTER TODDY'S MUAY THAI BARE KNUCKLE TOURNAMENT WORLD CHAMPIONS
- RECOGNITION OF LEISURE SERVICES DEPARTMENT FOR NATIONAL AQUATICS HONORS
- RECOGNITION OF THE LAS VEGAS VALLEY WATER DISTRICT'S 50TH ANNIVERSARY
- PRESENTATION BY LAS VEGAS HOMELESS VETERANS STANDOWN COMMITTEE

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 April 7, 2004 and April 21, 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.

ADMINISTRATIVE - CONSENT

3. Approval of a contribution from Star Nursery to the City of Las Vegas consisting of \$100,000 worth of trees over the next 5 years
4. Approval of a net 3.00% cost of living adjustment (COLA) for eligible Appointive Employees effective with the first pay period in July 2004 (\$450,000 from the General, Special Revenue, Enterprise and Internal Service Funds)
5. Approval to amend the First Amended and Restated Memorandum of Understanding between City Parkway V and Las Vegas Performing Arts Center Foundation to extend negotiation of the Disposition and Development Agreement to December 31, 2004 - Ward 5 (Weekly)
6. Approval on offering a Voluntary Separation Program to certain employee groups that have 20+ years of service with the City of Las Vegas (Not to exceed \$6,300,000 - Multiple Funds)

FIELD OPERATIONS DEPARTMENT - CONSENT

7. Approval of First Amendment to the Area-Wide Natural Gas Fueling System Interlocal Agreement with the Regional Transportation Commission of Southern Nevada (\$150,000 - Internal Service Funds) - All Wards
8. Approval of an Interlocal Agreement with the Las Vegas Housing Authority for repair, maintenance, fuel and after hour call out services for vehicles and equipment (\$175,000 revenue) - All Wards
9. Approval of a Bus Stop Shelters and Benches Franchise Agreement between the City of Las Vegas and Bustop Shelters of Nevada, Incorporated dba Viacom Outdoor, for the construction, installation and maintenance of bus stop shelters, benches and trash receptacles - (\$75,000 annual revenue) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

10. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
11. Approval of transfer of fiscal year 2004 Budget Appropriations for Special Revenue Funds in the amount of \$3,600,200
12. Approval of transfer of fiscal year 2004 Budget Appropriations for Capital Project Funds in the amount of \$10,400,000
13. Approval of a Special Event License for Whole Foods Market, Inc., Location: Whole Foods Market, 8855 West Charleston Boulevard, Dates: June 19, 26, July 3, 10, 17, 24, 31, 2004, Type: Special Event Beer/Wine, Event: Wine Tastings, Responsible Person in Charge: Sandra Benton - Ward 2 (Vacant)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

14. Approval of a Special Event License for Mi Raza Mi Gente, Location: Freedom Park, 850 North Mojave Road, Dates: July 16-18, 2004, Type: Special Event Beer/Wine, Event: Las Vegas Fair-La Feria de Las Vegas, Responsible Person in Charge: Mauricio Fabian-Bahewa - Ward 3 (Reese)
15. Approval of Change of Business Name for a Supper Club License, Scottsdale Beverages, LLC, dba From: Escole, To: Cafe Bleu, 1451 Center Crossing Road, John P. Graham, Mgr, Jennifer E. White, Mgr, Scottsdale Group, LLC, Mmbr, 100%, John P. Graham, Mgr, Jennifer E. White, Mgr - Ward 2 (Vacant)
16. Approval of Independent Store Operator and Change of Business Name for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Rancho Las Vegas Grocery Outlet, Inc., dba Rancho Las Vegas Grocery Outlet, Rancho Las Vegas Grocery Outlet, Inc., Independent Store Operator, Laura A. Bascom, Dir, Pres, 50%, Timothy M. Bascom, Dir, Secy, Treas, 50%, To: Duncan & Duncan, dba Grocery Outlet Rancho Las Vegas, 703 North Rancho Drive, David F. Duncan, Independent Store Operator and Barbara S. Duncan, Independent Store Operator, 100% jointly as husband and wife - Ward 5 (Weekly)
17. Approval of Change of Ownership and Business Name 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: D.T.'s Lounge, dba D.T.'s Lounge, Robert L. McMurray, Ptnr, 50%, Stephen G. Hibbard, Ptnr, 50%, To: Scotch 80's Limited (a Nevada Corporation), dba Squiggy's, 530 South Martin L. King Boulevard, Danny R. Piper, Dir, Pres, Treas, 50%, Joseph D. Bunch, Dir, Secy, 50% - Ward 5 (Weekly)
18. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Moulin Rouge, 900 West Bonanza Road - Ward 5 (Weekly)
19. Preapproval of award of Bid No. 04.1730.15-CW, Durango Drive, Westcliff to Vegas Drive to the lowest responsive and responsible bidder or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Monetary range of \$13,000,000 to \$14,000,000 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Vacant and Brown)
20. Approval of award of Bid No. 04.1730.01-LED, Sahara Avenue Sanitary Sewer Rehabilitation, Phase III and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: INSITUFORM TECHNOLOGIES, INC. (\$2,592,255 - Sanitation Enterprise Fund) - Ward 3 (Reese)
21. Approval of award of Bid No. 04.1730.16-LED, Holmby Channel Drainage Improvements and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CRYSTAL CASCADES (\$1,333,333 - Road and Flood Capital Projects Fund) - Ward 1 (Moncrief)
22. Approval of revision to purchase order 218353 for Bulk Liquid Cationic Polymer - Department of Public Works - Award to: CYTEC INDUSTRIES, INC. (\$120,000 - Sanitation Enterprise Fund)
23. Approval of Contract No. 040174, Substance Abuse Testing Services - Department of Human Resources - Award recommended to: QUEST DIAGNOSTICS (\$300,000 - General Fund)
24. Approval of Contract No. 040357 for Symantec Governmental Alliance Program Master Contract for On iCommand software - Department of Information Technologies - Award recommended to: ASAP SOFTWARE (\$176,500 - Computer Services Internal Service Fund)
25. Approval of Contract No. 040254 for ProLaw Software, Support and Maintenance, Training and Professional Services - Department of Information Technologies - Award recommended to: PROLAW SOFTWARE (\$129,500 - City Facilities Capital Projects Fund and General Fund)
26. Approval of Contract No. 040293 for Software Escrow Services - Department of Information Technologies - Award recommended to: GUARD-IT CORPORATION (\$75,000 - Computer Services Internal Service Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

27. Approval of award of Bid No. 040318-GL, Annual Requirements Contract for Swimming Pool Chemicals - Department of Leisure Services - Award recommended to: THATCHER COMPANY OF NEVADA (Estimated annual amount of \$40,000 - General Fund)
28. Approval of issuance of a purchase order for an annual requirements contract for Watson Marlowe OEM parts and service - Department of Public Works - Award recommended to: MIDWEST ASSOCIATES, INC. (Estimated annual amount of \$200,000 - Sanitation Enterprise Fund)
29. Approval of award of Bid No. 040360-LED, Relocate Skate Park Elements, Patriot Park to Mountain Ridge Park and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THE TIBERTI COMPANY (\$55,000 - Capital Projects Fund) - Ward 6 (Mack)

FIRE AND RESCUE DEPARTMENT - CONSENT

30. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of interoperable radio equipment for public safety communications - All Wards
31. Approval of a Secondary User's Agreement between the City of Las Vegas and Summerlin Hospital Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

32. Approval of payment for a permanent partial disability award - Claim #WC03050114 - as required under the workers' compensation statutes (\$38,265 - Workers' Compensation Internal Service Fund)
33. Approval of Governmental Money Purchase Plan & Trust Adoption Agreement and Administrative Services Agreement with ICMA Retirement Corporation to establish a 401(a) final pay plan

MUNICIPAL COURT - CONSENT

34. Approval of annual purchase order for instructors and speaker services for Las Vegas Municipal Court's court-ordered defendant classes and programs provided by the Court's Alternative Sentencing and Education Division (ASED) - (Annual aggregate amount of \$273,300 - General Fund)
35. Approval of annual purchase order for interpreters/translators for Las Vegas Municipal Court's court-ordered classes, appointments, and curriculum materials provided by the Court's Alternative Sentencing and Education Division (ASED) - (Annual aggregate amount of \$32,000 - General Fund)
36. Approval of annual purchase order for Alternate Judge services for Municipal Court (Annual aggregate amount of \$60,000 - General Fund)
37. Approval of annual purchase order for interpretation services for Municipal Court (Annual aggregate amount of \$128,820 - General Fund)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

38. Approval of a Deferred Loan Agreement expending \$40,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 3709 El Cortez Avenue - Ward 1 (Moncrief)

PUBLIC WORKS DEPARTMENT - CONSENT

39. Approval of an Encroachment Request from Carter Burgess, Incorporated, on behalf of John K. Biegger and JRJ Properties, owners (northwest corner of Sahara Avenue and Decatur Boulevard) - Ward 1 (Moncrief)
40. Approval of an Encroachment Request from Pardee Homes Nevada, owner (northwest corner of Tee Pee Lane and Severance Lane) - Ward 6 (Mack)
41. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Emil M. Pahor and Ann A. Pahor Family Trust, owners (southeast corner of Sahara Avenue and Buffalo Drive, APN 163-10-101-003) - County (near Ward 1 - Moncrief)
42. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Joseph M. Sneed, owner (south of Madre Mesa, between Terry Lane and Michael Way, APN 138-13-313-006) - County (near Ward 5 - Weekly)
43. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner, Incorporated, on behalf of Robert J. Pederson 1996 Trust, Robert J. Pederson, Trustee, Patricia M. Murphy, Thomas M. Murphy, Joey Bailey, Brian K. Anderson, and Suzanne Anderson, owners (north of Tropical Parkway, east of Fort Apache Road, APNs 125-29-201-018, 125-29-201-019, 125-29-201-020, 125-29-201-021, 125-29-201-022, and 125-29-201-024) - County (near Ward 6 - Mack)
44. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - AK Nielsen on behalf of Taz H. Cofer, owner (north of Tropical Parkway, west of Rio Vista Street, APN 125-27-610-053) - County (near Ward 6 - Mack)
45. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Summit Engineering Corporation on behalf of NW Development LLC, owner (northwest corner of Bright Angel Way and Jensen Street, APN 125-30-202-006) - County (near Ward 6 - Mack)
46. Approval of a Professional Services Agreement with the Louis Berger Group, Inc. for Construction Management Services on the Durango Drive - Westcliff Drive to Vegas Drive project (\$850,000 - Regional Transportation Commission) - Wards 2 and 4 (Vacant and Brown)
47. Approval of a First Amendment to the Engineering Design Services Agreement with Louis Berger Group, Inc. for additional engineering design services for the Rancho/Owens Sewer Rehabilitation project to include segments of Harris Avenue and Charleston Boulevard (\$50,000 - City of Las Vegas Sanitation Fund) - Wards 3 and 5 (Reese and Weekly)
48. Approval of a Title XVI Funding Allocation Agreement between the Southern Nevada Water Authority, the City of Las Vegas, City of Henderson, Clark County Water Reclamation District and the Las Vegas Valley Water District which will allow the City of Las Vegas to receive federal funds for the construction of the Northwest Water Resource Center - (County)
49. Approval of a Cooperative Agreement for the Las Vegas Freeway and Arterial System of Transportation (FAST) between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC), to provide the option for current CLV employees assigned to FAST to continue their involvement with FAST by transitioning to and becoming employees of the RTC - All Wards

RESOLUTIONS - CONSENT

50. R-101-2004 – Approval of a Resolution Adjusting the Boundaries of the City, Pursuant to a Request by the Clark County Assessor and in Accordance with State Law, by Detaching Therefrom Certain Territory Described Generally as Located on the North Side of Rocky Avenue, Between El Capitan Way and Homestead Road, and on the West Side of Homestead Road, From Rocky Avenue to Moccasin Road – Ward 6 (Mack)

RESOLUTIONS - CONSENT

51. R-102-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Second Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (Vacant)
52. R-103-2004 - Approval of a Resolution approving the Forty-Second Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (Vacant)
53. R-104-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)
54. R-105-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)
55. R-106-2004 - Approval of a Resolution directing the City Engineer to prepare preliminary plans for Special Improvement District No. 1505 - Sierra Oeste - Ward 6 (Mack)
56. R-107-2004 - Approval of a Resolution authorizing a temporary interfund loan from the Sanitation Enterprise Fund to the Road and Flood Capital Projects Fund, not to exceed \$2 million, to be repaid by an interlocal agreement from the Regional Transportation Commission (RTC) for the construction of the Durango/Summerlin Parkway Interchange - Wards 2 and 4 (Vacant and Brown)
57. R-108-2004 - Approval of a Resolution to Augment the City of Las Vegas fiscal year 2004 City Facilities Capital Project Fund Budget in the amount of \$350,000
58. R-109-2004 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2004 Special Improvement District (SID) Administration Special Revenue Fund Budget in the amount of \$234,729

REAL ESTATE COMMITTEE - CONSENT

59. Approval of a First Amendment to Interlocal Contract between the City of Las Vegas and the Board of Regents of the University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas, School of Architecture for the lease of property located at 400 South Las Vegas Boulevard - Ward 1 (Moncrief)
60. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 5 acres of land commonly known as a portion of APN 126-01-101-010 located off of Puli Drive between Moccasin Road and Iron Mountain Road for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)
61. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 10 acres of land commonly known as Parcel Number 126-02-101-005 located south of Moccasin Road and west of Puli Drive for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)
62. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 10 acres of land commonly known as APN 126-01-801-002 located in the vicinity of Iron Mountain Road and Hualapai Way for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)
63. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 8 acres of land commonly known as APNs 126-02-401-002 and 126-02-401-004 located in the vicinity of Iron Mountain Road and Puli Drive for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)

REAL ESTATE COMMITTEE – CONSENT

64. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 12.5 acres of land commonly known as a portion of APN 126-01-401-003 located in the vicinity of Iron Mountain Road and Puli Drive for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)

DISCUSSION / ACTION ITEMS

CITY ATTORNEY - DISCUSSION

65. Discussion and possible action on Appeal of Work Card Denial: Pamela A. Mack, 4434 W. Del Oro Drive, Las Vegas, Nevada 89102
66. Discussion and possible action on Appeal of Work Card Denial: Stanley Ray Clinton, 4918 Drifting Pebble Street, North Las Vegas, Nevada 89030
67. Discussion and possible action on Appeal of Work Card Denial: Jose L. Lemus, 4193 Zavala #C, Las Vegas, Nevada 89103
68. Discussion and possible action on Appeal of Work Card Denial: Yvette L. Gray, 1318 Star Meadow Drive, North Las Vegas, Nevada 89030
69. Discussion and possible action on Appeal of Work Card Denial: Brandon D. Mobley, 7948 Decker Canyon #202, North Las Vegas, Nevada 89128

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

70. Discussion and possible action regarding rescission of action taken April 7, 2004, regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)
71. Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)
72. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Gerardo S. Barraza, dba Juanita's Restaurant, Gerardo S. Barraza, 100%, To: Jesus Moreno, dba La Sierra Mexican Restaurant #2, 4440 East Washington Avenue, Suite 106, Jesus Moreno, 100% - Ward 3 (Reese)
73. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. Regulations, From: Restaurant Enterprises, Inc., dba Venetian Restaurant, Thomas D'Antonio, Dir, Pres, Secy, Treas, 100%, To: The Slanted Clam, LLC, dba The Slanted Clam, 3713 West Sahara Avenue, Let's Eat Gaming Group, Inc., Mmbr, 50%, Mark J. DiMartino, Dir, Pres, Secy, Treas, 100%, Amy O, LLC, Mmbr, 50%, Barry J. Fieldman, Mgr, 100% - Ward 1 (Moncrief)
74. Discussion and possible action regarding a Review of a Beer/Wine/Cooler On-sale License, Gomez Entertainment, Inc., dba El Tapatio, 235 North Eastern Avenue, Suite 132, Anabel Gomez, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
75. Discussion and possible action regarding a 90-day 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)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

76. 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)
77. Discussion and possible action regarding a Six-Month Review of a Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Tomasa Chavez, dba El Pollo Real Restaurant, 621 North Eastern Avenue, Tomasa Chavez, 100%, David Garcia, Gen Mgr - Ward 5 (Weekly)
78. ABEYANCE ITEM - 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)
79. Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Tropics, LLC, dba Tropics Broiler & Bar, 1617 South Decatur Boulevard (Non-operational), Ken K. Kananu, Mgr, Mmbr, 42.5%, Gregory N. Becker, Mgr, Mmbr, 42.5%, Nancy K. Dehler, Mmbr, 15%, To: Artisan Cafe, LLC, dba Artisan Cafe, LLC, 1215 Las Vegas Boulevard South, Audrey N. DaSilva, Mgr, Mmbr, 100%, Douglas B. DaSilva, Principal - Ward 3 (Reese)

PUBLIC WORKS DEPARTMENT - DISCUSSION

80. Discussion and possible action regarding the realignment of Grand Montecito Parkway (SID 1502) between Deer Springs Way and Dorrell Road - Ward 6 (Mack)

RESOLUTIONS - DISCUSSION

81. R-110-2004 - Public hearing and possible action regarding a Resolution authorizing the issuance of a medium term obligation, not to exceed \$25,000,000 for the infrastructure construction of Union Park (formerly known as the 61-Acres) - Ward 5 (Weekly)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

82. Bill No. 2004-40 – Annexation No. ANX-3978 – Property location: On the west side of Calverts Street, 810 feet south of Tropical Parkway; Petitioned by: Ronny Acevedo and Gilmar Acevedo; Acreage: 1.02 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack
83. Bill No. 2004-41 – Revises the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan. Sponsored by: Councilman Larry Brown

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

84. Bill No. 2004-43 – Ordinance Creating Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) Sponsored by: Step Requirement

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

85. Bill No. 2004-44 – Annexation No. ANX-4129 – Property location: On the southwest corner of Bronco Street and Peak Drive; Petitioned by: SF Investments, LLC; Acreage: 2.35 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack
86. Bill No. 2004-45 – Establishes restrictions on the use and possession of electronic stun devices. Sponsored by: Councilman Gary Reese

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.

87. Bill No. 2004-46 – Increases the salaries of the Municipal Court judges. Sponsored by: Mayor Oscar B. Goodman (Annual amount \$71,063.73 – General Fund)

1:00 P.M. - AFTERNOON SESSION

88. 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

89. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6012 Iron Kettle Street. PROPERTY OWNERS: BRIAN J. & JANECE PINEGAR FAM TR - Ward 6 (Mack)
90. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
91. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 2110 Marlin Avenue. PROPERTY OWNER: JOSE DE JESUS GONZALES-JOYA ETAL – Ward 3 (Reese)
92. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located North of 4200 West Sahara Avenue on Arville (Vacant Lot), APN 162-06-412-003. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER, C/O WILTON PARTNERS ARVILLE #8, C/O J. LIN - Ward 1 (Moncrief)
93. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - 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.

94. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-4392 - APPLICANT: OLD TOWN, INC. - OWNER: ECT HOLDING, LIMITED LIABILITY COMPANY - Request for an Extension of Time for a Special Use Permit (SUP-1875) FOR A TAVERN and a Waiver of the minimum distance requirements from a tavern and protected uses at 1208 East Charleston Boulevard (APN: 162-02-110-001, 003, 011, and 013), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
95. EXTENSION OF TIME RELATED TO EOT-4392 - VARIANCE - EOT-4393 - APPLICANT: OLD TOWN, INC. - OWNER: ECT HOLDING, LIMITED LIABILITY COMPANY - Request for an Extension of Time for a Variance (VAR-1879) TO ALLOW 172 PARKING SPACES WHERE 187 PARKING SPACES ARE REQUIRED at 1208 East Charleston Boulevard (APN: 162-02-110-001, 003, 011, and 013), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
96. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-4433 - APPLICANT: GERALD GARAPICH, AIA, LIMITED LIABILITY COMPANY - OWNER: GRAND TETON LODGE LAND, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0011-00) WHICH ALLOWED A PROPOSED TAVERN IN CONJUNCTION WITH AN APPROVED RESTAURANT on property located adjacent to the northeast corner of Grand Teton Drive and Durango Drive (a portion of APN: 125-09-401-006), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). Staff recommends APPROVAL
97. EXTENSION OF TIME - REZONING - EOT-4438 - APPLICANT/OWNER: JAH ASIF - Request for an Extension of Time of an approved Rezoning FROM: R-2 (Medium-Low Density Residential) TO: N-S (Neighborhood Service) on 0.18 acres located at 2413 Maroney Avenue (APN: 162-02-410-096), Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

98. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4147 - APPLICANT/OWNER: D.R. HORTON, INC. - Request for a Site Development Plan Review FOR A PROPOSED 126-UNIT CONDOMINIUM COMPLEX on 10.29 acres adjacent to the southwest corner of Grand Teton Drive and Tee Pee Lane (APN: 125-18-501-015), U (Undeveloped) Zone [MLA (Medium-Low Density Attached) General Plan Designation] under Resolution of Intent to R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL
99. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4163 - APPLICANT/OWNER: FOURTH & BONNEVILLE, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED EIGHT-LEVEL, 150,000 SQUARE-FOOT RETAIL AND PARKING STRUCTURE on 0.29 acres adjacent to the southeast corner of Fourth Street and Bonneville Avenue (APN: 139-34-311-133), C-1 (Limited Commercial) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

100. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4186 - APPLICANT: BONNIE ADAR-BURLA - OWNER: MABEL I ENRIGHT, ET AL - Request for a Site Development Plan Review and for a Waiver of the Las Vegas Medical District Streetscape Design Guidelines and Landscape Buffer Requirements FOR A PROPOSED 1,469 SQUARE FOOT OFFICE CONVERSION on 0.23 acres at 500 Rose Street (APN: 139-33-301-008), PD (Planned Development) Zone [MD-1 (Medical Support) Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
101. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4196 - APPLICANT: STORAGE ONE - OWNER: W J D, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a reduction of the Required Perimeter Buffering FOR A PROPOSED MINI-WAREHOUSE AND RECREATIONAL VEHICLE STORAGE FACILITY on 2.85 acres adjacent to the west side of Rancho Drive between Lake Mead Boulevard and Coran Lane (APN: 139-19-611-003), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
102. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4298 - APPLICANT: STELLA LAKE PARTNERSHIP, LIMITED LIABILITY COMPANY - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review and Waivers of Landscaping Requirements FOR A PROPOSED OFFICE BUILDING on 5.32 acres adjacent to the southeast corner of Lake Mead Boulevard and Stella Lake Street (a portion of APN: 139-21-313-002), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
103. MAJOR MODIFICATION TO THE LONE MOUNTAIN WEST MASTER PLAN - PUBLIC HEARING - MOD-4178 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Major Modification to the Lone Mountain West Master Plan TO CHANGE THE FUTURE LAND USE DESIGNATION FROM PUBLIC FACILITY TO PARK/SCHOOL/RECREATION/OPEN SPACE on 12.99 acres adjacent to the east side of Puli Drive, approximately 640' north of Cheyenne Avenue (APN: a portion of 137-12-401-001), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
104. REZONING RELATED TO MOD-4178 - PUBLIC HEARING - ZON-4179 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: C-V (Civic) on 22.99 acres adjacent to the northeast corner of the alignments of Cheyenne Avenue and Puli Drive (APN: a portion of 137-12-401-001 and 012), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
105. MAJOR MODIFICATION TO THE LONE MOUNTAIN WEST MASTER PLAN - PUBLIC HEARING - MOD-4236 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Major Modification to the Lone Mountain West Master Plan TO CHANGE THE FUTURE LAND USE DESIGNATION FROM PUBLIC FACILITY TO PARK/SCHOOL/RECREATION/OPEN SPACE on 5.00 acres adjacent to the southeast corner of Alexander Road and Puli Drive (APN: a portion of 137-12-101-008), Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL. NOTE: The APN should reflect that it is the northern portion of 137-12-101-008
106. REZONING RELATED TO MOD-4236 - PUBLIC HEARING - ZON-4234 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: C-V (Civic) on 5.00 acres adjacent to the southeast corner of the alignments of Gilmore Avenue and Puli Drive (APN: portion of 137-12-101-008), Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL. NOTE: The APN should reflect that it is the southern portion of 137-12-101-008
107. MASTER PLAN OF STREETS AND HIGHWAYS AMENDMENT - PUBLIC HEARING - MSH-4197 - APPLICANT/OWNER: CLIFF'S EDGE, LIMITED LIABILITY COMPANY - Request to Amend the Master Plan of Streets and Highways FOR THE ADDITION OF MAJOR ROADS WITHIN THE CLIFF'S EDGE MASTER PLAN generally located between Grand Teton Drive and Clark County 215, and between Puli Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 108.VACATION - PUBLIC HEARING - VAC-4098 - APPLICANT/OWNER: PULTE HOMES - Petition to Vacate public sewer and drainage easements in Antibes Street, south of Monte Viso Drive, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 109.VACATION - PUBLIC HEARING - VAC-4104 - APPLICANT: EVAN RANES - OWNER: MISSION SPRINGS PROPERTIES, LIMITED LIABILITY COMPANY - Petition to Vacate a twenty-foot (20') wide public alley generally located west of Maryland Parkway and north of Carson Avenue, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 110.VACATION - PUBLIC HEARING - VAC-4158 - APPLICANT/OWNER: PULTE HOMES - Petition to Vacate spandrel portions of Monte Viso Drive west of Rainbow Boulevard, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 111.ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - VAR-3902 - APPLICANT/OWNER: RICHARD AND JILL BURNS - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 25 FOOT FRONT SETBACKS WHERE 30 FEET IS THE MINIMUM SETBACK REQUIRED AND TO ALLOW 25 FOOT REAR SETBACKS WHERE 35 FEET IS THE MINIMUM SETBACK REQUIRED on 9.46 acres on the northwest corner of Maggie Avenue and Coke Street (APN: 125-09-501-002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-1 vote) and staff recommend DENIAL
- 112.VARIANCE - PUBLIC HEARING - VAR-4193 - APPLICANT: BULLSEYE COMMERCIAL REAL ESTATE - OWNER: FARLEY ANDERSON, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 131 PARKING SPACES WHERE 161 SPACES IS THE MINIMUM REQUIRED FOR A PROPOSED COMMERCIAL DEVELOPMENT ON 2.27 ACRES adjacent to the north side of Lake Mead Boulevard approximately 200 feet West of Torrey Pines Drive (APN: 138-23-201-008), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 113.VARIANCE - PUBLIC HEARING - VAR-4340 - APPLICANT: CATHOLIC CHARITIES OF SOUTHERN NEVADA - OWNER: DECATUR SHOPPING CENTER ASSOCIATES - Request for a Variance TO ALLOW A REDUCTION OF THE AMOUNT IN REQUIRED PARKING at 1401 North Decatur Boulevard, Suite #34 (APN: 138-25-503-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL (NOTE: This item will be stricken from the June 16, 2004 Council meeting and conducted on July 7, 2004 Council meeting to properly indicate the amount of parking spaces being requested which is 267 where 534 is required.)
- 114.SPECIAL USE PERMIT RELATED TO VAR-4340 - PUBLIC HEARING - SUP-4168 - APPLICANT: CATHOLIC CHARITIES OF SOUTHERN NEVADA - OWNER: DECATUR SHOPPING CENTER ASSOCIATES - Request for a Special Use Permit FOR A PROPOSED THRIFTSHP, NON-PROFIT at 1401 North Decatur Boulevard, Suite 34 (APN: 138-25-503-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 115.REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4330 - APPLICANT/OWNER: FLOYD ARMSTRONG - Required Two Year Review of an approved Special Use Permit (U-0024-00) WHICH ALLOWED A SECONDHAND DEALER at 1228 South Main Street (APN: 162-03-110-097), C-M (Commercial/Industrial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
- 116.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4120 - APPLICANT: VAL-U-CASH - OWNER: RAINBOW EXPRESS VILLAGE LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED at 1750 South Rainbow Boulevard, Suite 10 (APN: 163-02-212-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

117. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4137 - APPLICANT: VINCENT YALDO - OWNER: THOMAS E. PATRICK, LIVING TRUST - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE at 4921 Vegas Drive (APN: 138-25-502-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
118. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4140 - APPLICANT: NEVCORP - OWNER: GVIDAS NORTHRIDGE PLAZA LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED MASSAGE ESTABLISHMENT AND A WAIVER OF THE MINIMUM SEPARATION DISTANCE REQUIREMENT at 3900 North Rancho Drive, Suite 107 (APN: 138-12-110-012), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
119. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4169 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: MARK P. MILFORD AND LORILYN MILFORD TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1615 North Decatur Boulevard (APN: 138-24-804-013), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
120. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4172 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SHAHRAM AND TAWNYA SHEIKHAN - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 300 South Decatur Boulevard (APN: 138-36-601-004), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
121. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4176 - APPLICANT/OWNER: 2651 CRIMSON CANYON, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED WAREHOUSE/DISTRIBUTION CENTER at 2651 Crimson Canyon Drive (APN: 138-15-310-013), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-4176 - PUBLIC HEARING - SDR-4174 - APPLICANT/OWNER: 2651 CRIMSON CANYON, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED WAREHOUSE/DISTRIBUTION CENTER, A WAIVER OF COMMERCIAL DEVELOPMENT STANDARDS, AND A REDUCTION IN THE AMOUNT OF REQUIRED PARKING LOT LANDSCAPING on 2.91 acres at 2651 Crimson Canyon Drive (APN: 138-15-310-013), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
123. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4180 - APPLICANT/OWNER: REVIVAL TEMPLE CHURCH - Request for a Special Use Permit FOR A PROPOSED CHILD CARE CENTER IN AN EXISTING BUILDING at 1603 North Tonopah Drive (APN: 139-20-802-009), U (Undeveloped) Zone [M (Medium-Low Density Residential) General Plan Designation], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
124. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4189 - APPLICANT: BUDGET RENT-A-CAR - OWNER: HUALAPAI COMMONS LIMITED, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED AUTOMOBILE RENTAL FACILITY at 9851 West Charleston Boulevard (APN: 163-06-111-008), C-1 (Limited Commercial) Zone, Ward 2 (Vacant). The Planning Commission (7-0 vote) and staff recommend APPROVAL
125. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4195 - OWNER/APPLICANT: M G B, LIMITED LIABILITY COMPANY - Request for a Special Use Permit and a Reduction in the amount of required perimeter landscaping FOR AN EXISTING AUTO REPAIR GARAGE, MINOR at 2027 North Decatur Boulevard (APN: 138-24-611-062), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

126. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4201 - APPLICANT: ROMAN SANTOS - OWNER: BLALOCK FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED BAILBOND SERVICE at 20 East Bonneville Avenue (APN: 139-34-311-017), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
127. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4203 - APPLICANT: LVRC HOLDINGS, LIMITED LIABILITY COMPANY - OWNER: FOUNTAIN DP, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED CONVALESCENT CARE FACILITY NURSING HOME at 3371 North Buffalo Drive (APN: 138-09-801-021), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
128. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4233 - APPLICANT: JERRY L. McNEIL - OWNER: LONNIE WALSTON - Request for a Special Use Permit FOR A PROPOSED BAIL BOND SERVICE at 1100 Martin L. King Boulevard, Suite #E (APN: 139-28-604-003), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
129. REZONING - PUBLIC HEARING - ZON-3884 - APPLICANT: KERRY O'BANNON TRUSTEE - OWNER: M M & K TRUST - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) AND FOR A WAIVER TO ALLOW A 50 FOOT WIDE LOT WHERE 60 FEET IS THE MINIMUM WIDTH REQUIRED on 0.16 acres at 626 South 10th Street (APN: 139-34-810-098), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
130. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-3884 - PUBLIC HEARING - SDR-3885 - APPLICANT: KERRY O'BANNON TRUSTEE - OWNER: M M & K TRUST - Request for a Site Development Plan Review TO ADD 1,100 SQUARE FEET IN ADDITION TO CONVERTING AN EXISTING SINGLE FAMILY RESIDENCE INTO AN OFFICE AND WAIVERS OF COMMERCIAL LANDSCAPE REQUIREMENTS on 0.16 acres at 626 South 10th Street (APN: 139-34-810-098), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
131. REZONING - PUBLIC HEARING - ZON-4226 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Rezoning FROM: U (Undeveloped) [L (Low Density Residential) General Plan Designation] TO: R-PD5 (Residential Planned Development - 5 Units per Acre) on 15.18 acres adjacent to the northwest corner of Deer Springs Way and Tee Pee Lane (APN: 125-19-601-004, 009 thru 012), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
132. VARIANCE RELATED TO ZON-4226 - PUBLIC HEARING - VAR-4223 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Variance TO ALLOW 0.33 ACRES OF OPEN SPACE WHERE 1.35 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 82-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 15.18 acres adjacent to the northwest corner of Deer Springs Way and Tee Pee Lane (APN: 125-19-601-004, 009 thru 012), U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] [PROPOSED: R-PD5 (Residential Planned Development - 5 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
133. WAIVER TO TITLE 18 RELATED TO ZON-4226 AND VAR-4223 - PUBLIC HEARING - WVR-4224 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 140 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED IN CONJUNCTION WITH A PROPOSED 82-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT adjacent to the northwest corner of Deer Springs Way and Tee Pee Lane (APN: 125-19-601-004, 009 thru 012) U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] [PROPOSED: R-PD5 (Residential Planned Development - 5 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

134. VACATION RELATED TO ZON-4226, VAR-4223 AND WVR-4224 - PUBLIC HEARING - VAC-4221 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Petition to Vacate U.S. Government Patent Easements generally located west of Tee Pee Lane, north of Deer Springs Way, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
135. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4226, VAR-4223, WVR-4224 AND VAC-4221 - PUBLIC HEARING - SDR-4227 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED 82-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 15.18 acres adjacent to the northwest corner of Deer Springs Way and Tee Pee Lane (APN: 125-19-601-004, 009 thru 012), U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] [PROPOSED: R-PD5 (Residential Planned Development - 5 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
136. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3977 - APPLICANT: DR. JAS GROVER - OWNERS: HELEN GOULETTE, ET AL - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: DR (Desert Rural Density Residential) TO: O (Office) on 1.38 acres adjacent to the northeast corner of Rancho Drive and Oakey Drive (APN: 162-04-210-101 thru 103), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
137. ABEYANCE ITEM - REZONING RELATED TO GPA-3977 - PUBLIC HEARING - ZON-3981 - APPLICANT: DR. JAS GROVER - OWNERS: HELEN GOULETTE, ET AL - Request for a Rezoning FROM: R-E (Residence Estates) TO: P-R (Professional Office and Parking) on 1.38 acres located adjacent to the northeast corner of Rancho Drive and Oakey Drive (APN: 162-04-210-101 thru 103), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
138. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3977 AND ZON-3981 - PUBLIC HEARING - SDR-3982 - APPLICANT: DR. JAS GROVER - OWNERS: HELEN GOULETTE, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 11,200 SQUARE-FOOT MEDICAL OFFICE on 1.38 acres adjacent to the northeast corner of Rancho Drive and Oakey Drive (APN: 162-04-210-101 thru 103), R-E (Residence Estates) Zone, [Proposed: P-R (Professional Office and Parking) Zone], Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
139. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4079 - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: KHUSROW ROOHANI TRUST, MICHAEL AND MICHELLE BARNEY, DURANGO ELKHORN LIMITED LIABILITY COMPANY, WAYNE AND JOANNE SCHLEKEWY, SPARTAN PROPERTIES LIMITED LIABILITY COMPANY, AND MICHAEL AND CAROL BUBONOVICH - Request to amend the Town Center Land Use Plan of the Centennial Hills Sector Plan FROM: ML-TC (MEDIUM LOW DENSITY RESIDENTIAL - TOWN CENTER) AND UC-TC (URBAN CENTER MIXED USE - TOWN CENTER) TO: M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) on 15.19 acres between Elkhorn Road and Dorrell Lane, approximately 330 feet west of Durango Drive (APN: 125-20-101-007, 015 and 016), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
140. ZONING RELATED TO GPA-4079 - PUBLIC HEARING - ZON-4084 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: KHUSROW ROOHANI TRUST - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: TC (TOWN CENTER) on 10.00 acres adjacent to the north side of Dorrell Lane, approximately 330 feet west of Durango Drive (APN: 125-20-101-015 and 016), Ward 6 (Mack). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

141. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4079 AND ZON-4084 - PUBLIC HEARING - SDR-4088 - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: KHUSROW ROOHANI TRUST, MICHAEL AND MICHELLE BARNEY, DURANGO ELKHORN LIMITED LIABILITY COMPANY, WAYNE AND JOANNE SCHLEKEWY, SPARTAN PROPERTIES LIMITED LIABILITY COMPANY, AND MICHAEL AND CAROL BUBONOVICH - Request for a Site Development Plan Review FOR A 209-LOT SINGLE RESIDENTIAL FAMILY DEVELOPMENT on 15.19 acres between Elkhorn Road and Dorrell Lane, approximately 330 feet west of Durango Drive (APN: 125-20-101-007, 015 and 016), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
142. 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: JUNE 16, 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 MIKE MAS, NATHAN ADELSON HOSPICE (CENTER FOR COMPASSIONATE CARE)
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN, WEEKLY, MACK, and MONCRIEF and Ward 2 seat vacant

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

(9:05)

1-1

REVEREND MIKE MAS, Nathan Adelson Hospice (Center for Compassionate Care), gave the invocation.

(9:05 – 9:08)

1-20

MAYOR GOODMAN led the audience in the Pledge.

(9:08 – 9:09)

1-87

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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:

Submitted at meeting: copy of Employee of the Month certificates for Linda Austin and Steve Grandy

MOTION:

None required. A presentation was made.

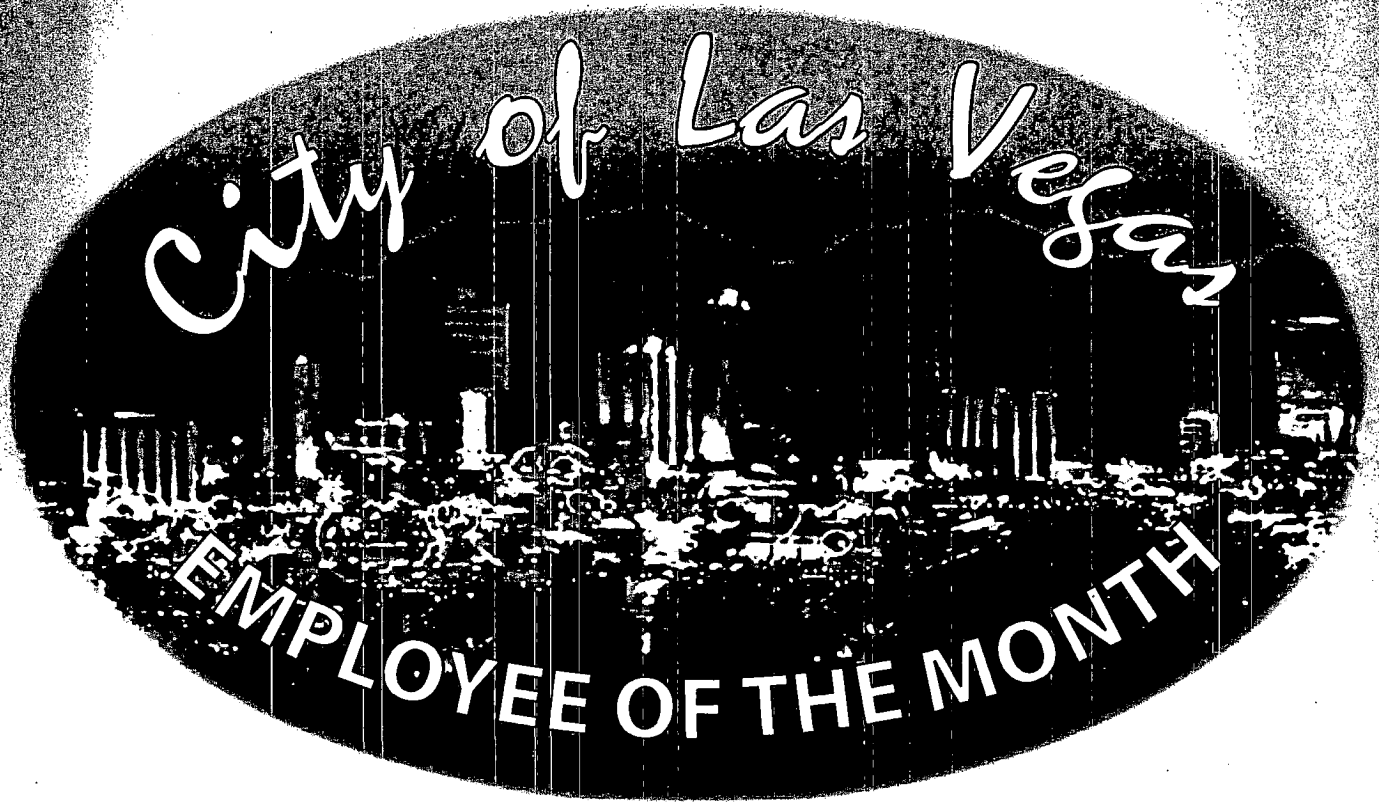
MINUTES:

MAYOR GOODMAN called forward LARRY HAUGSNESS, Director, Field Operations, to assist him in recognizing June's Employee of the Month. MAYOR GOODMAN announced that this month LINDA AUSTIN and STEVE GRANDY of the Parks and Open Spaces Division were being recognized for combining their efforts to optimize the City's irrigation in nearly 1,500 acres of parks, City facilities, medians, and roadways. Through their efforts, 90% of irrigated turf is now controlled by a computer, enabling Field Operations to evaluate rainfall, irrigation time, create individual watering programs, and manage irrigation programs from a central location, thus, achieving a savings of more than 28 million gallons of water during the first two months of 2004.

MR. HAUGSNESS welcomed the honor of the Council recognizing members of his staff. He indicated that in the first four months of using this system a savings equivalent to \$119,000 worth of water was accomplished. He thanked all his staff, emphasizing that it was all a team effort.

MS. AUSTIN and MR. GRANDY thanked their fellow colleagues and their supervisors, accrediting their success to the team's efforts. Both felt proud to have made a difference.

(9:09 – 9:13)



Linda Austin

June 2004

HAS EXHIBITED OUTSTANDING PERFORMANCE THROUGH
PRODUCTIVITY, LEADERSHIP, INITIATIVE, OR ASSISTANCE TO
THEIR FELLOW EMPLOYEES AND THE CITIZENS OF LAS VEGAS



A handwritten signature in black ink, reading "Ron Gordon".

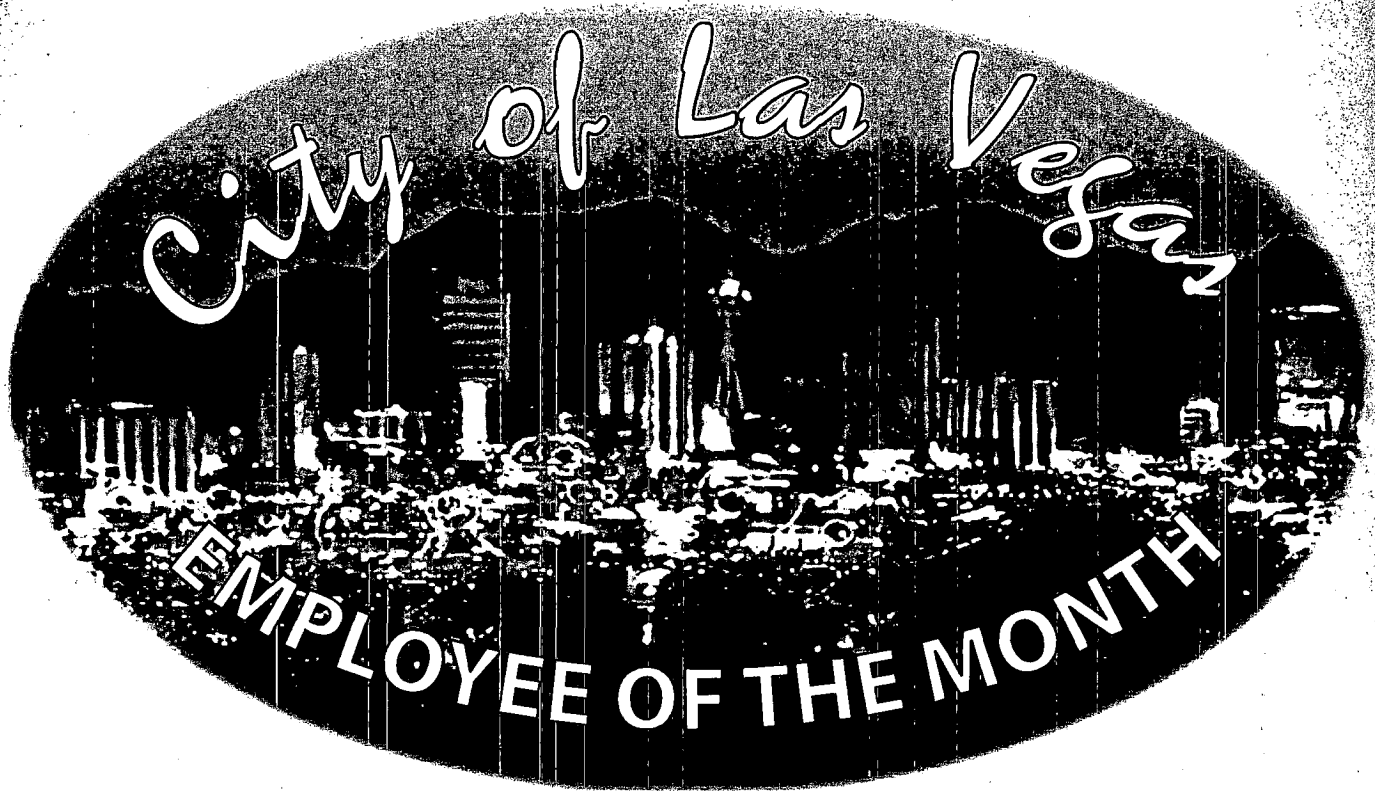
MAYOR

A handwritten signature in black ink, reading "Douglas Selby".

CITY MANAGER

A handwritten signature in black ink, reading "John P. Smith".

DEPUTY CITY MANAGER



Steve Grandy

June 2004

HAS EXHIBITED OUTSTANDING PERFORMANCE THROUGH
PRODUCTIVITY, LEADERSHIP, INITIATIVE, OR ASSISTANCE TO
THEIR FELLOW EMPLOYEES AND THE CITIZENS OF LAS VEGAS



A handwritten signature in black ink, appearing to read "Paul Gentile".

MAYOR

A handwritten signature in black ink, appearing to read "Douglas Selby".

CITY MANAGER

A handwritten signature in black ink, appearing to read "John D. ...".

DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE 257TH TRANSPORTATION COMPANY, AN ARMY RESERVE UNIT

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming 6/16/2004 to be 257th Transportation Company, An Army Reserve Unit, Day

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN proudly gave recognition to the 257th Transportation Company by announcing their time spent in Iraq as well as their duties. He named some of their commendations, pointing out that the Company was recognized as the National Defense Transportation Association Reserve Component of the Year. In his recognition, the Mayor extended comments of great admiration for STAFF SERGEANT CAMERON SARNS, a resident of Las Vegas who lost his life in the line of duty.

MASTER SERGEANT McINTYRE thanked the Council for its support during their deployment, and then each member of the Company gave thanks to the City and expressed how grateful they are to be home.

(9:13 – 9:17)

1-237

From the office of the Mayor **Proclamation**

Whereas; 279 people from the 257th Transportation Company, An Army Reserve Unit, went to Iraq between April 2003 and March 2004; and

Whereas; the main mission of this Unit was heavy equipment transportation; and

Whereas; the 257th Transportation Company drove over 2 million miles and was recognized as the National Defense Transportation Association Reserve Component of the Year; and

Whereas; the 257th Transportation Company received one Purple Heart, three Bronze Hearts, and 129 Army Commendation Medals; and

Whereas; during their mission, the Company lost one brave soldier, Staff Sergeant Cameron Sarns. Staff Sergeant Sarns will be missed greatly by his Company, Family and friends; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM JUNE 16, 2004, TO BE:

257th Transportation Company, An Army Reserve Unit Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THIS ARMY RESERVE UNIT FOR THEIR HEROIC SERVICE TO OUR COUNTRY.



In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 19TH DAY OF JUNE, 2004.


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF MASTER TODDY'S MUAY THAI BARE KNUCKLE TOURNAMENT
WORLD CHAMPIONS

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming 6/16/2004 to be Master Toddy's Team Day

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN recognized 6/16/2004 as Master Toddy Team Day in honor of the first group of American fighters to capture several world championship titles in the international Thai Bare Knuckle Rule tournament in Thailand. The event was broadcast in more than 170 countries. He called the champions forward: GRAND MASTER TODDY, TRAINER MASTER CHAN, LIGHT HEAVYWEIGHT WORLD CHAMPION KIT COPE, LIGHTWEIGHT WORLD CHAMPION BEN GARCIA, and MIDDLEWEIGHT WORLD CHAMPION ANTHONY BROWN.

GRAND MASTER TODDY accepted the Proclamation on behalf of his team, stating their dedication and hard work. He thanked the Mayor for his blessings before their journey, which he believed impacted their luck and safe return.

(9:17 – 9:19)

1-371

From the office of the Mayor
Proclamation

- Whereas;** American fighters fought in a bare knuckle rule tournament in Thailand for the first time in its history; and
- Whereas;** Grand Master Toddy, Master Chan, and Mr. Surasak Mukpradub led their team to a World Championship; and
- Whereas;** Kit Cope won World Champion, Light Heavy Weight; Ben Garcia won World Champion, Light Weight; and Anthony Brown won World Champion, Middle Weight; and
- Whereas;** MTV filmed this competition as a part of their "True Life Documentary" series in the title of "I am a Muay Thai Fighter," which will air on the History Channel; now
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM JUNE 16, 2004, TO BE:

Master Toddy's Team Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE MASTER TODDY AND HIS TEAM OF WORLD CHAMPIONS FOR THEIR INCREDIBLE ACCOMPLISHMENTS.



*In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 19TH DAY OF JUNE, 2004.*


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF LEISURE SERVICES DEPARTMENT FOR NATIONAL AQUATICS HONORS

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:

COUNCILMAN WEEKLY called forward MARY KILLION, Aquatics Field Supervisor of Leisure Services, to recognize her for the outstanding job with the Aquatics program. MS. KILLION called forward staff members SCOTT IRVINE and HEATHER CHRISTIANSEN to speak about the program's success. MR. IRVINE described the awards they received, thanked his colleagues, and expressed his appreciation for the recognition. He invited all the residents to visit the pools. MS. KILLION said the best safety summer tip she could give parents is to watch their kids around the pool.

(9:19 – 9:22)

1-450

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE LAS VEGAS VALLEY WATER DISTRICT'S 50TH
ANNIVERSARY

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: Proclamation celebrating 50 Years of Service by the Las Vegas Valley Water District

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN BROWN praised PAT MULROY, General Manager of the Las Vegas Valley Water District, for her phenomenal work in maintaining a long-term supply of quality water. As a former colleague, he spoke about MS. MULROY'S knowledge and determination to protect the water rights of Southern Nevada. COUNCILMAN BROWN noted that it was a pleasure to celebrate the 50th anniversary of the Water District and then read the Proclamation.

MS. MULROY expressed her appreciation on behalf of the Southern Nevada Water Authority Board, particularly from MYRNA WILLIAMS who wanted to be present. MS. MULROY stated it is a pleasure to have the City involved in water policy decisions, and it will be a pleasure to celebrate the City's Centennial next year.

(9:22 – 9:26)

1-533

Also, COUNCILMEMBERS BROWN and MACK recognized the Centennial High School Lady Bulldogs Softball Team, who took the State Championship for the 2004 NIAA Class 4A. The COUNCILMEN pointed out the Team's great accomplishment and congratulated them for the

City of Las Vegas

CITY COUNCIL MEETING OF JUNE 16, 2004

Ceremonial

Recognition of the Las Vegas Valley Water District's 50th Anniversary

MINUTES – Continued:

legacy they are leaving behind. Certificates of Merit, copies of which are made a part of the final minutes, were issued to the following participants: BRANDY ASHFORD, SHANNON CRISP, DANIELLE DEBRUNO, ERICA DRESEL, BREANNA EGGE, KARISSA FERNANDEZ, HEATHER GROVES, WHITNEY HANCE, TORY HEALY, KYLIE KEARNS, CHRISTINA KOEBLER, STEPHANIE LENTZ, AMANDA McDONNELL, EMILY MEDUVSKY, JESSIKA WETZLER, ASSISTANT COACH STEPHANIE LICKLEITER, ASSISTANT COACH ANGELA KOZLOWSKI, and HEAD COACH MIKE LIVRERI.

HEAD COACH LIVRERI said that the team members were truly deserving of this recognition. He gave each of the COUNCILMEMBERS T-shirts.

(9:26 – 9:32)

1-649

PROCLAMATION

CELEBRATING 50 YEARS OF SERVICE



WHEREAS;

in the early 1900s, Las Vegas was a hub for the San Pedro, Los Angeles, and Salt Lake City Railroad, a predecessor to the Union Pacific Railroad. The company formed the Las Vegas Land and Water Company (LVL&W) in 1905 to sell land and provide water to Las Vegas' growing population. At that time, water came solely from wells and the Las Vegas Springs; and

WHEREAS;

by the mid-1940s, the small town of Las Vegas was facing a major water crisis. As population and water demand grew, city officials became more concerned about a dwindling groundwater supply. Hoping to curb groundwater usage, the Nevada Legislature created the Las Vegas Valley Water District in 1947; and

WHEREAS;

the Las Vegas Valley Water District began operations on July 1st 1954. The Water District also drilled its first well; and

WHEREAS;

in 1960, the District raced to keep pace with the growing population by extending water lines in all four directions from the valley's center. The District began a plan to meet the community's long-term water needs by planning a water treatment facility and distribution network at Lake Mead's Saddle Island. This facility became known as the Southern Nevada Water Project; and

WHEREAS;

currently the Las Vegas Valley Water District has a peak demand of over 450 million gallons per day and the service population surpasses one million people; and

THEREFORE,

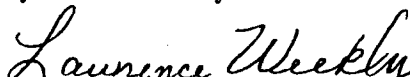
We, the undersigned Mayor and City Council for the City of Las Vegas, do hereby take great pride in celebrating:

50 Years of Service by the Las Vegas Valley Water District
in the City of Las Vegas


Mayor Oscar B. Goodman

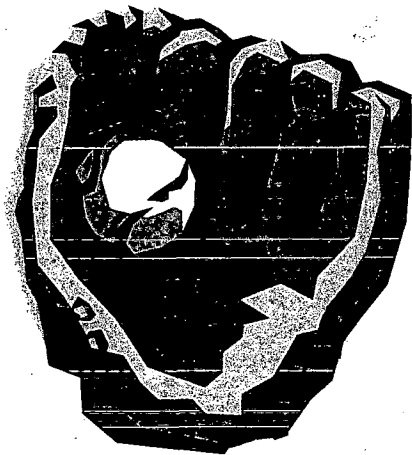

Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Lawrence Weekly


Councilman Michael Mack

Certificate of Merit



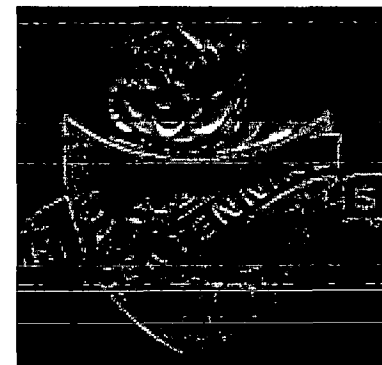
Presented To

Brandy Ashford

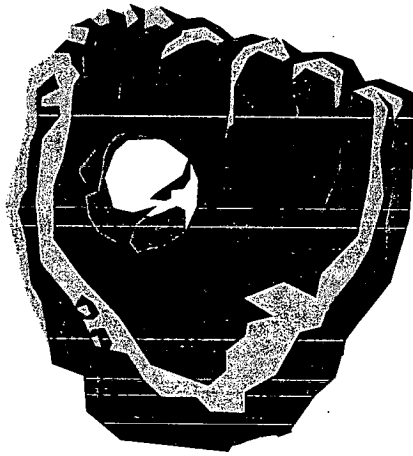
*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

Congratulations!

City Councilman Michael Mack



Certificate of Merit



Presented To

Shannon Crisp

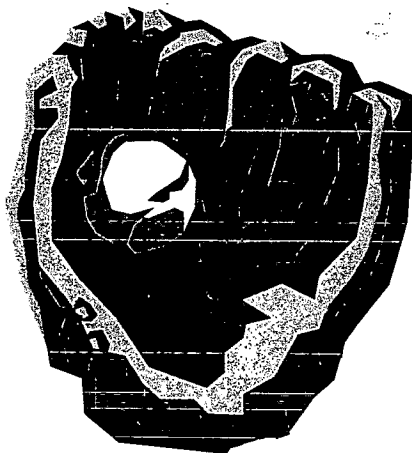
*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*



City Councilman Michael Mack



Certificate of Merit



Presented To

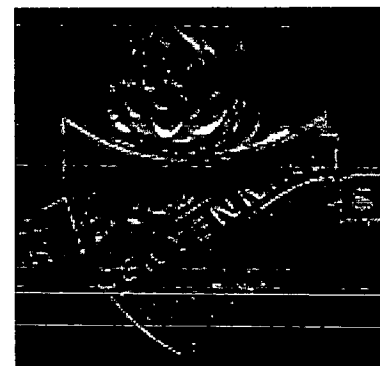
Danielle Debruno

*In Recognition of your Outstanding All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

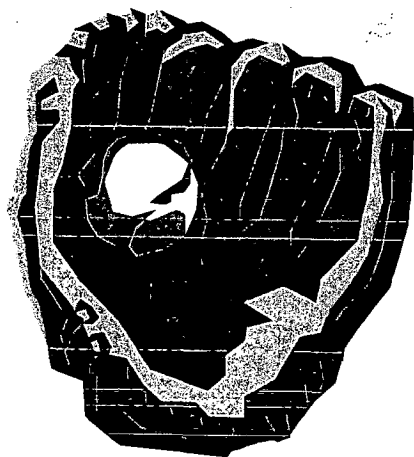
Congratulations!

A stylized, handwritten signature in black ink, consisting of a series of loops and curves.

City Councilman Michael Mack



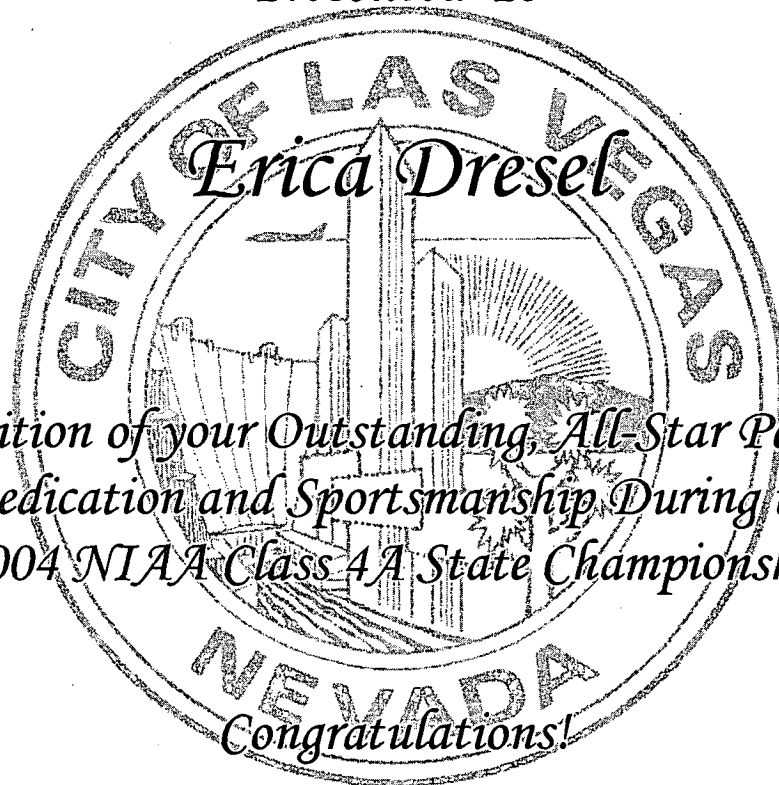
Certificate of Merit



Presented To

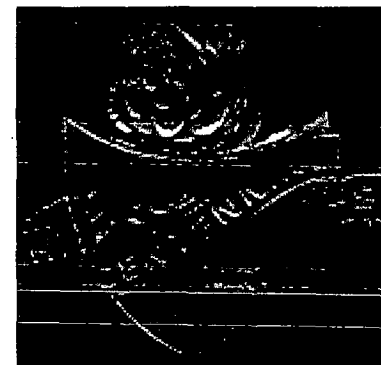
Erica Dresel

*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

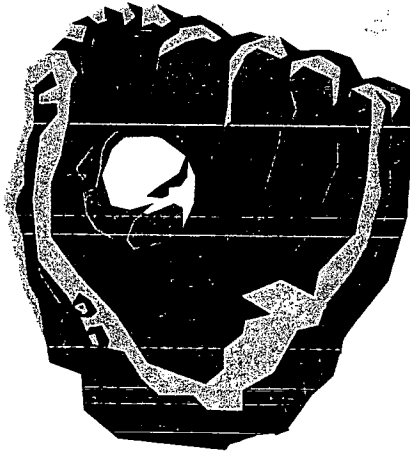


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City Councilman Michael Mack



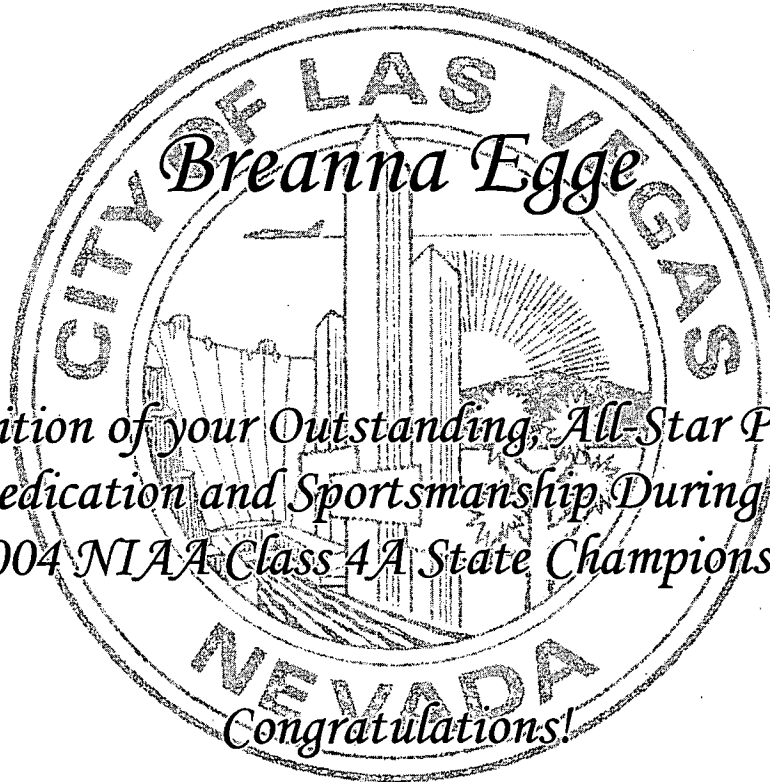
Certificate of Merit



Presented To

Breanna Egge

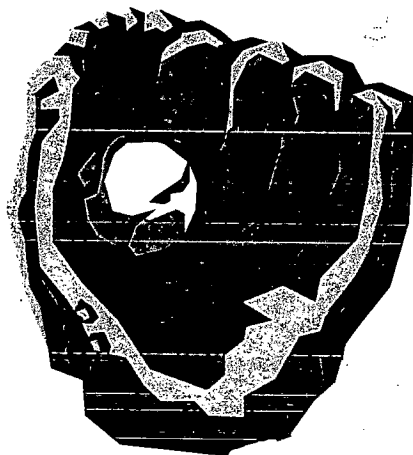
*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*



City Councilman Michael Mack



Certificate of Merit



Presented To

Karissa Fernandez

*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

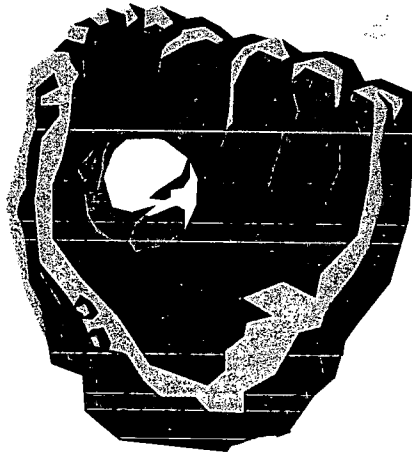


Congratulations!

City Councilman Michael Mack



Certificate of Merit



Presented To

Heather Groves

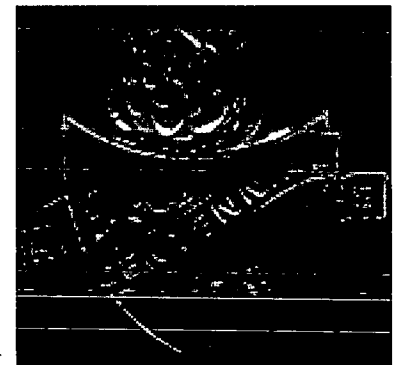
*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*



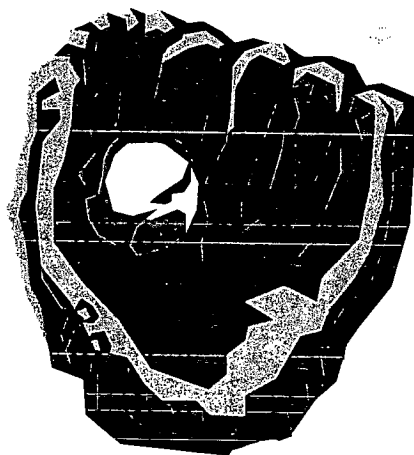
Congratulations!

A handwritten signature in black ink, appearing to read "Michael Mack".

City Councilman Michael Mack



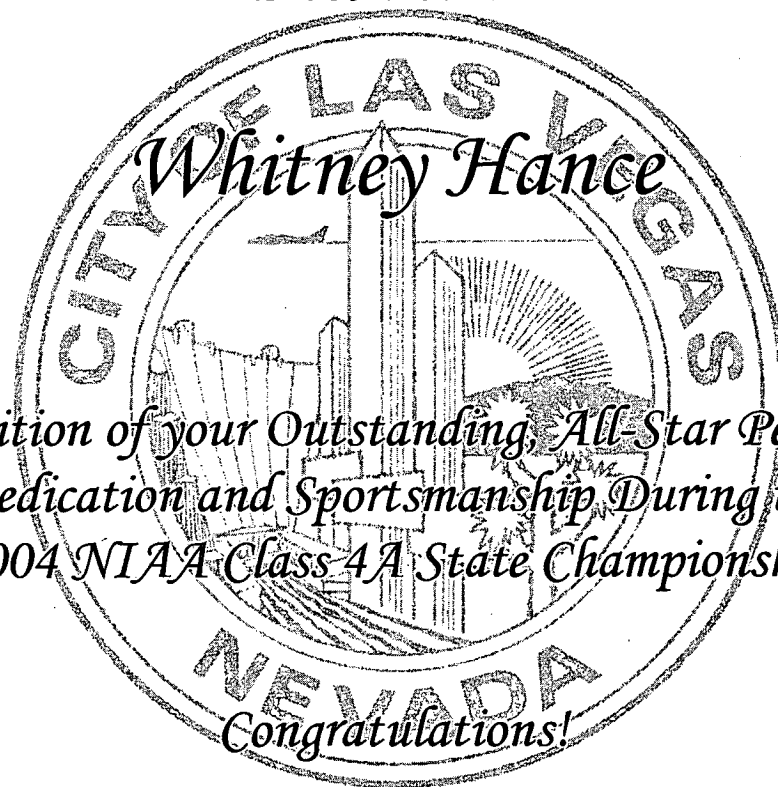
Certificate of Merit



Presented To

Whitney Hance

*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*



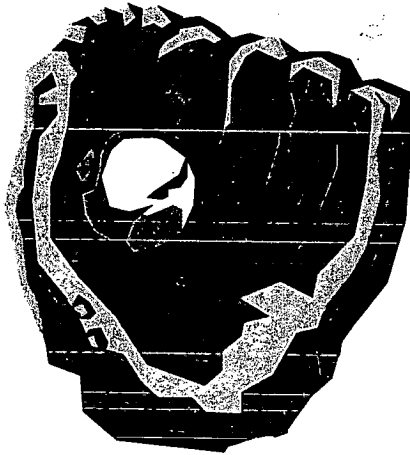
Congratulations!

A handwritten signature in black ink, appearing to read "Michael Mack".

City Councilman Michael Mack



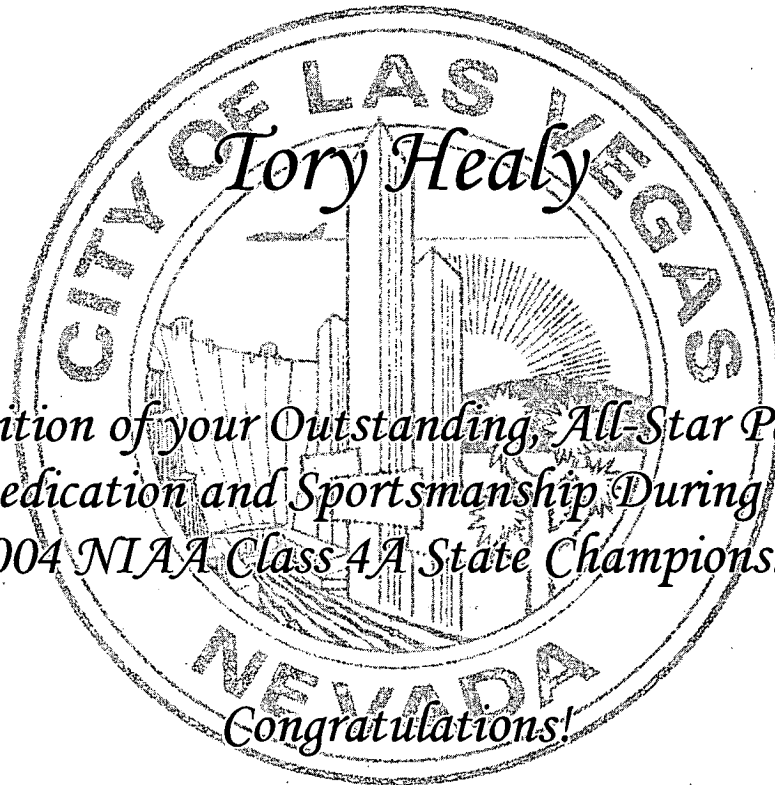
Certificate of Merit



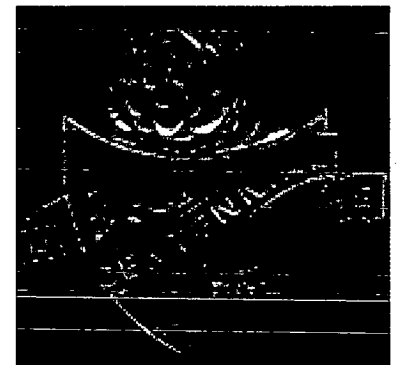
Presented To

Tory Healy

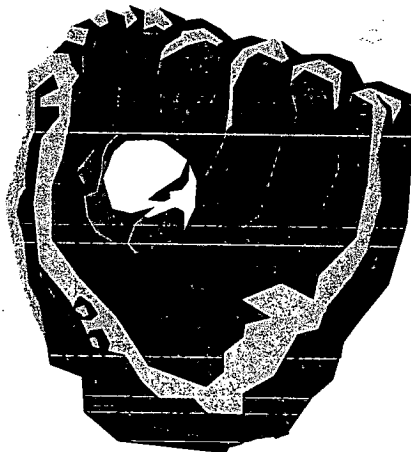
*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*



City Councilman Michael Mack



Certificate of Merit

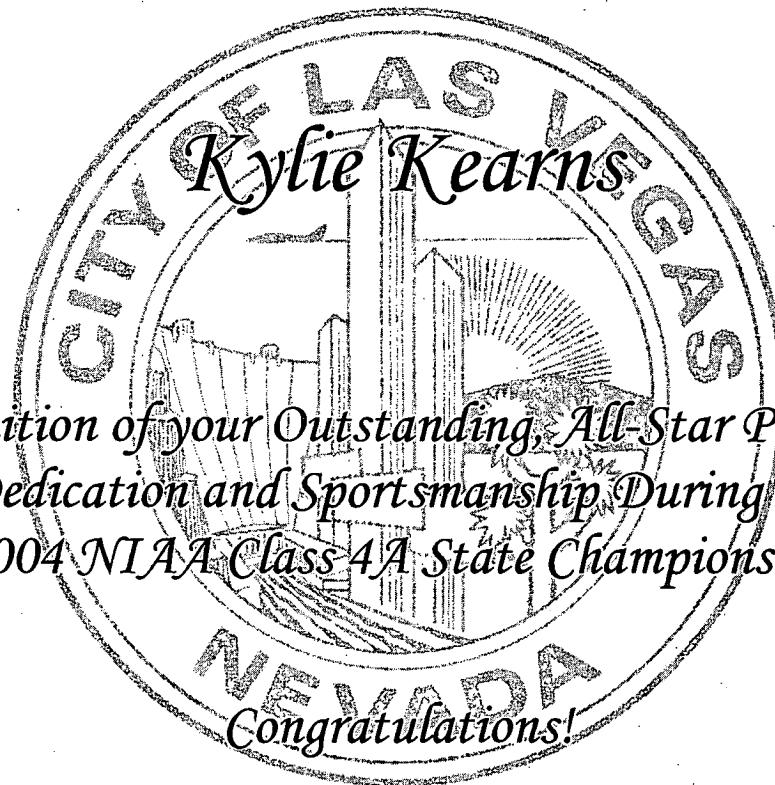


Presented To

Kylie Kearns

*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

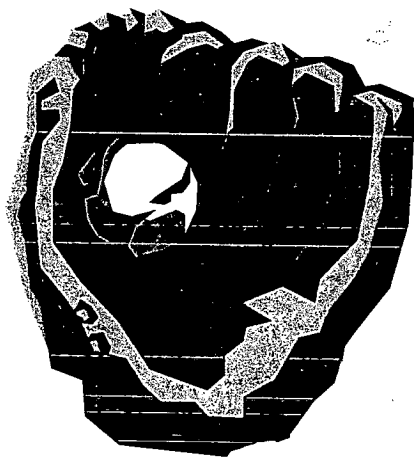
Congratulations!



City Councilman Michael Mack



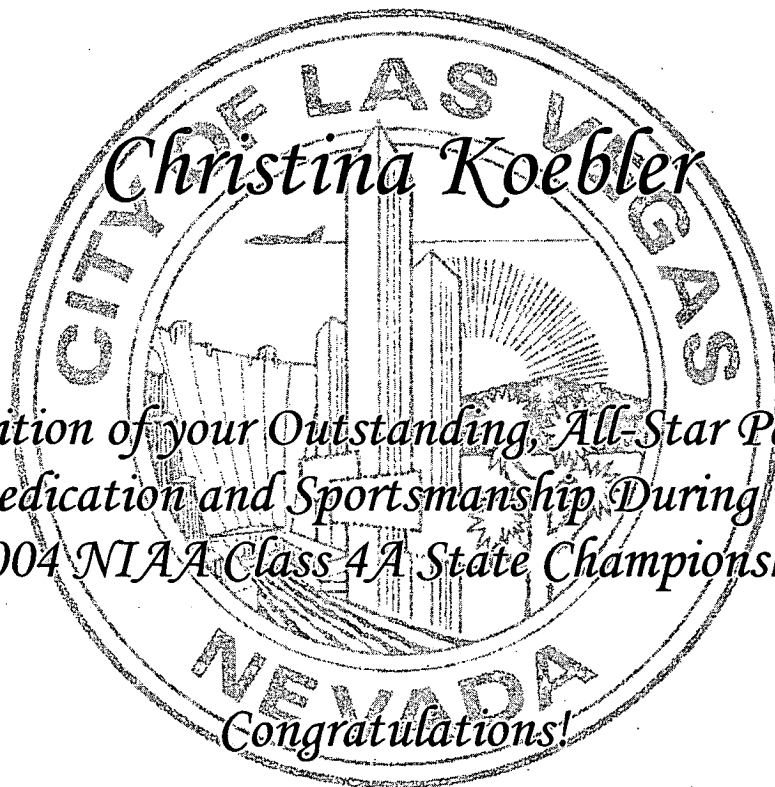
Certificate of Merit



Presented To

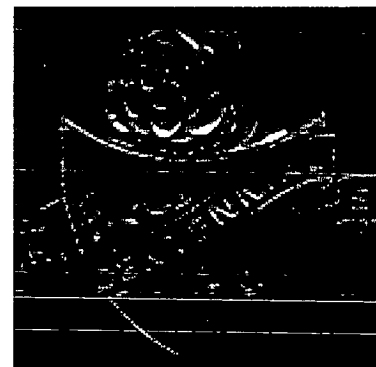
Christina Koebler

*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

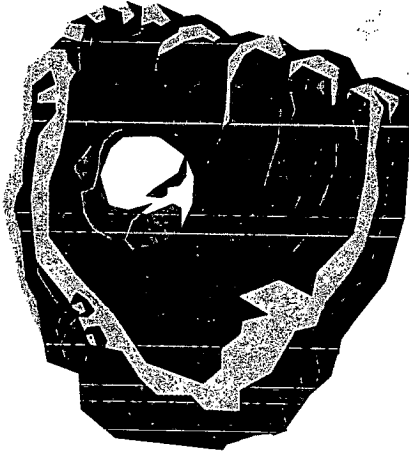


Congratulations!

City Councilman Michael Mack



Certificate of Merit



Presented To

Stephanie Lentz

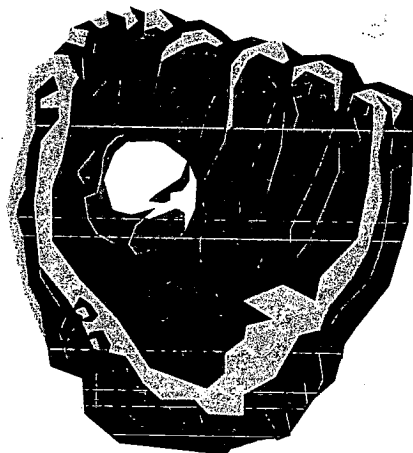
*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

Congratulations!

City Councilman Michael Mack



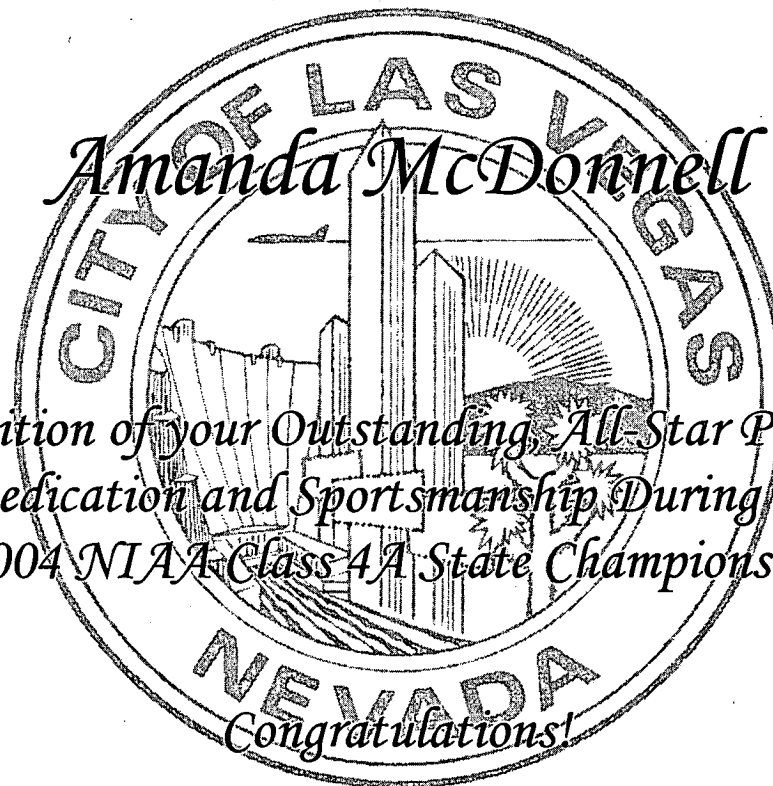
Certificate of Merit



Presented To

Amanda McDonnell

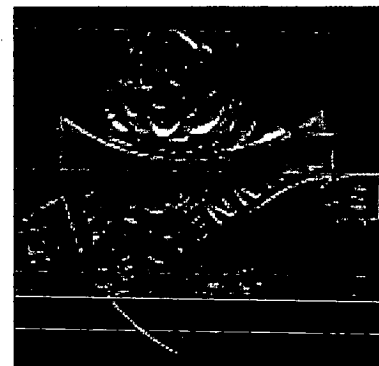
*In Recognition of your Outstanding All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*



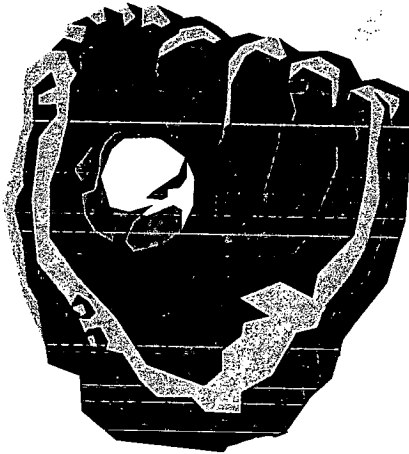
Congratulations!

A stylized, handwritten signature in black ink, likely belonging to Michael Mack.

City Councilman Michael Mack



Certificate of Merit

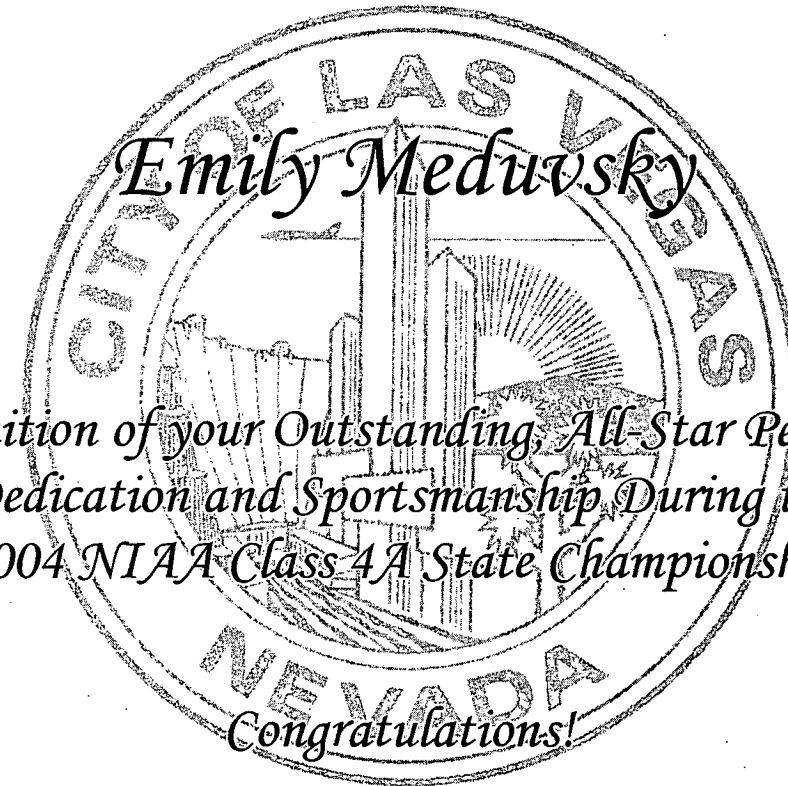


Presented To

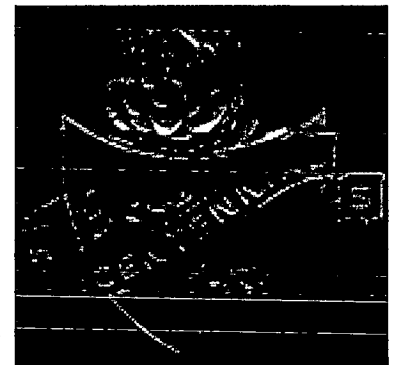
Emily Meduvsky

*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

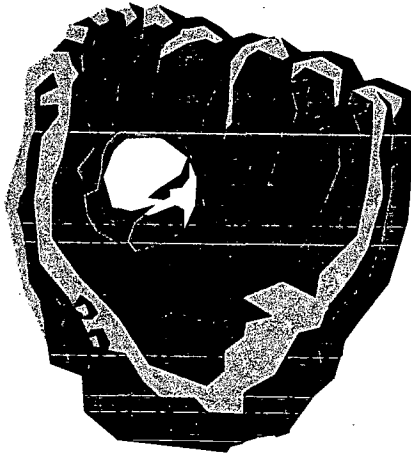
Congratulations!



City Councilman Michael Mack



Certificate of Merit



Presented To

Jessika Wetzler

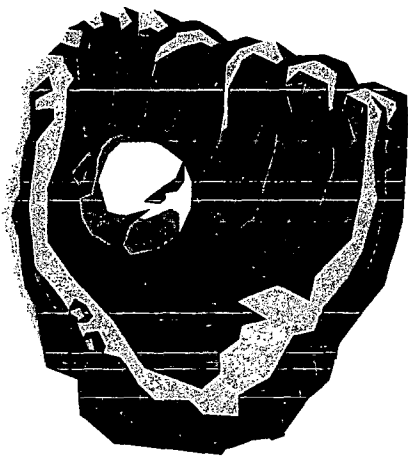
*In Recognition of your Outstanding, All-Star Performance,
Dedication and Sportsmanship During the
2004 NIAA Class 4A State Championship*

Congratulations!

City Councilman Michael Mack



Certificate of Recognition



Presented To

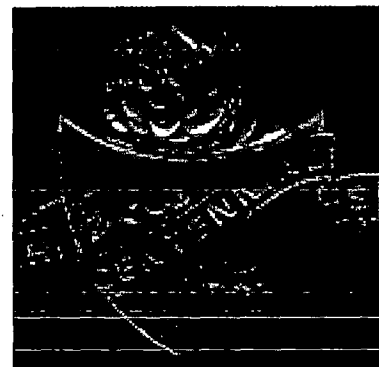
Stephanie Lickleiter
Assistant Coach

Congratulations on Leading the
Centennial High School Girls Softball Team
To Victory During the
2004 NIAA Class 4A State Championship

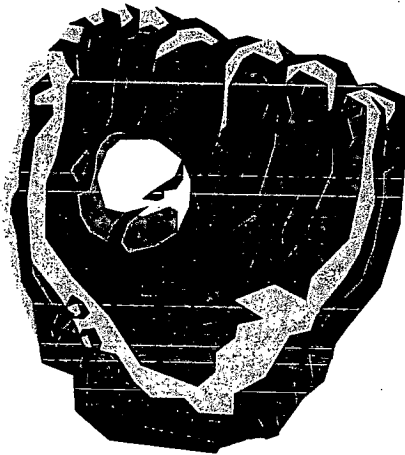


A stylized, handwritten signature in black ink.

City Councilman Michael Mack



Certificate of Recognition



Presented To

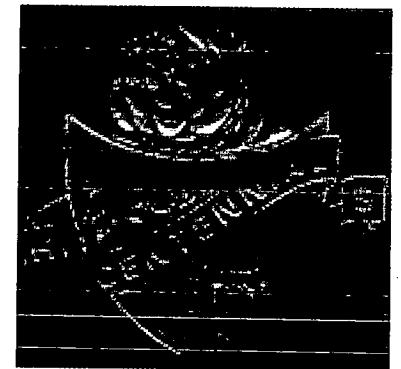
*Angela Kozlowski
Assistant Coach*

*Congratulations on Leading the
Centennial High School Girls Softball Team
To Victory During the
2004 NIAA Class 4A State Championship*

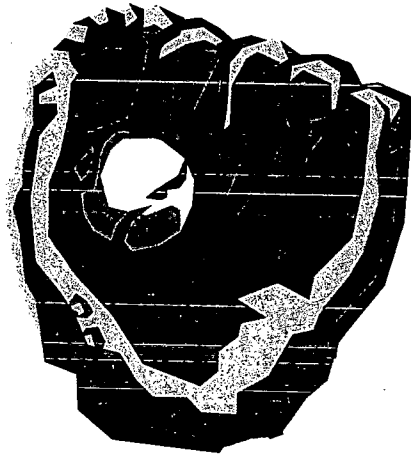


A stylized, handwritten signature in black ink, likely belonging to Michael Mack.

City Councilman Michael Mack



Certificate of Recognition



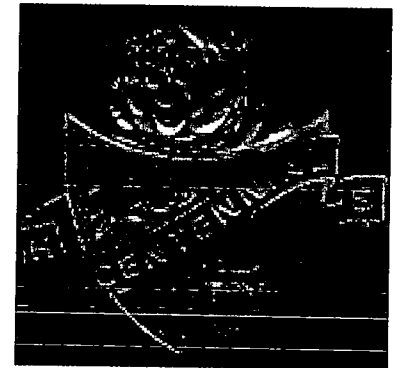
Presented To

*Mike Livreri
Head Coach*

*Congratulations on Leading the
Centennial High School Girls Softball Team
To Victory During the
2004 NIAA Class 4A State Championship*



City Councilman Michael Mack



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC AFFAIRS

DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:

CEREMONIAL:

PRESENTATION BY LAS VEGAS HOMELESS VETERANS STANDOWN COMMITTEE

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 his gratitude to the Las Vegas Homeless Veterans' Standown Committee for sponsoring a community standown where more than 20 groups joined to provide free goods and services to local homeless veterans. The Mayor introduced VFW CHAPLAIN HAROLD SHERROD, who led this effort, to explain his role in this wonderful undertaking.

CHAPLAIN SHERROD spoke about the program's success since it began in February 2004. He proudly named different types of groups and individuals from all over the United States who contributed as a whole to do something about the homeless problem in Southern Nevada. He then cited statistics regarding the people they served, many of them being veterans. He urged the City of Las Vegas and its agencies to come together and do something to permanently resolve the problem of homelessness.

MAYOR GOODMAN asked some of the participants in the audience to stand in recognition.

(9:32 – 9:40)

1-857

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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 STRIKE Items 28, 65, 66, 67, 68, 69, and 80 – UNANIMOUS with Ward 2 seat vacant

MINUTES:

COUNCILMAN MACK requested Item 80 be stricken, under the advice of the City Attorney's Office.

(9:40 – 9:41)

1-1147

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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 April 7, 2004 and April 21, 2004

MOTION:

REESE – APPROVED by reference – UNANIMOUS with Ward 2 seat vacant

MINUTES:

There was no discussion.

(9:41)
1-1187

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: CITY MANAGER**DIRECTOR: DOUGLAS SELBY**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

ADMINISTRATIVE:

Approval of a contribution from Star Nursery to the City of Las Vegas consisting of \$100,000 worth of trees over the next 5 years

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

Star Nursery has offered to donate \$100,000 worth of trees to the City of Las Vegas over the next five years. Receipt and placement of these trees will be coordinated under the direction of the Department of Field Operations. City policy requires that donations and contributions of over \$25,000 be accepted by the City Council.

RECOMMENDATION:

We respectfully request that the City Council accept this donation.

BACKUP DOCUMENTATION:

Letter from Star Nursery

MOTION:

GOODMAN – APPROVED as recommended – UNANIMOUS with Ward 2 seat vacant

MINUTES:

MAYOR GOODMAN explained that he wanted this matter brought forward for discussion to express his appreciation to Star Nursery and its president, CRAIG KEEL, for this contribution. MR. KEEL wanted to make this gesture because he felt that this City has been very good to him. The City Council will have discretion as to where the trees will be placed. The trees are symbolic of life, energy, and growth, which are all things this Council is interested in achieving for the City.

COUNCILMAN WEEKLY requested the Council consider using these trees to beautify the medians along North Las Vegas Boulevard to Owens, which is the backdoor to the City of Las Vegas, as well as the area being widened along Martin Luther King Boulevard. He noted that residents of Bonanza Village, with the leadership of DAN CONTRERAS, have put together a petition requesting beautification of the length of Martin Luther King Boulevard. MAYOR GOODMAN assured COUNCILMAN WEEKLY that discussion would be held as to the designation of those trees and scheduled for the Council's approval.

(9:41 – 9:44/9:44 – 9:47)

1-1199/1-1290 .



125 CASSIA WAY
HENDERSON, NV 89014
(702) 568-7000

May 11, 2004

Mayor Oscar Goodman
400 Stewart Avenue
Las Vegas, NV 89101

Dear Mayor Goodman:

Shelly and I would like to thank you for meeting with us to discuss Star Nursery's donation to the City of Las Vegas. We look forward to presenting this donation of \$100,000 in trees, \$20,000 per year, over the next five years to the City Council. Should you have any questions regarding this donation, please contact Shelly Kulesza at 568-7000. Thanks and we look forward to hearing from your office!

Respectfully,

Craig Keough
President
Star Nursery, Inc.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: CITY MANAGER**DIRECTOR: DOUGLAS A. SELBY**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

ADMINISTRATIVE:

Approval of a net 3.00% cost of living adjustment (COLA) for eligible Appointive Employees effective with the first pay period in July 2004 (\$450,000 from the General, Special Revenue, Enterprise and Internal Service Funds)

Fiscal Impact☐**No Impact****Amount: \$450,000**☒**Budget Funds Available****Dept./Division: All**☐**Augmentation Required****Funding Source:** General, Special Revenue,
Enterprise and Internal Service Funds**PURPOSE/BACKGROUND:**

By this action, Council is approving a Cost of Living Adjustment (COLA) for appointive employees who are not in the Executive or Management Compensation Plans. This COLA is recommended to be 3.00% which is consistent with what was granted to CEA employees in their Collective Bargaining Agreement

RECOMMENDATION:

The City Manager recommends the approval of the net 3.00% cost of living adjustment (COLA) for eligible Appointive Employees

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed for Item 39 that his brother, STEVEN MACK, owns a SuperPawn shop, for which he is a consultant, near the involved location; however, he would be voting, as his brother has not mentioned the matter to him and his business would not be impacted. Moreover, COUNCILMAN MACK indicated that Item 36 lists a STEVEN MACK that is not related to him.

CITY COUNCIL MEETING OF JUNE 16, 2004

Consent - Administrative

Item 4 – Approval of a net 3.00% cost of living adjustment (COLA) for eligible Appointive Employees effective with the first pay period in July 2004 (\$450,000 from the General, Special Revenue, Enterprise and Internal Service Funds)

MINUTES:

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

MAYOR GOODMAN requested that Items 3, 17, and 30 be pulled forward for discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: CITY MANAGER**DIRECTOR: DOUGLAS A. SELBY**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Approval to amend the First Amended and Restated Memorandum of Understanding between City Parkway V and Las Vegas Performing Arts Center Foundation to extend negotiation of the Disposition and Development Agreement to December 31, 2004 - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The First Amended and Restated MOU dated February 18, 2004, provided that the parties enter into a final DDA by June 30, 2004. Due to circumstances which have postponed studies with the Union Park project and LVPAC finalizing its feasibility study, the parties require an additional period to December 31, 2004 to negotiate a final DDA.

RECOMMENDATION:

It is recommended that the City Council approve the extension to December 31, 2004.

BACKUP DOCUMENTATION:

Disclosure of Principals

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

EXHIBIT "F"

Disclosure of Principals LVPAC Board of Directors

The Board of Directors of the Las Vegas Performing Arts Center Foundation, Inc. as well as all persons and entities holding more than 1% interest in the Las Vegas Performing Arts Center Foundation, Inc. or any principal of the Las Vegas Performing Arts Center Foundation, Inc. are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUS. PHONE</u>
1. Don Snyder, Chairman	2950 Industrial Road, Las Vegas, NV 89109	792-7224
2. Keith Boman, Vice Chairman	601 S. Rancho Dr. Ste D-28, Las Vegas, NV 89109	383-0677
3. Gary Jacobs, Secretary	3600 S. Las Vegas Blvd., Las Vegas, NV 89109	693-7129
4. Scott MacTaggart, Treasurer	325 S. Maryland Pkwy, Las Vegas, NV 89101	382-2500
5. Robert Forbuss, Member	200 Starlite Drive, Las Vegas, NV 89107	796-1773
6. Nancy Houssels, Member	380 Rancho Circle, Las Vegas, NV 89107	878-4342
7. Jan Jones, Member	One Harrah's Court, Las Vegas, NV 89119	407-6387
8. Richard Bryan, Member	300 S. 4 th Street, #1500, Las Vegas, NV 89101	383-8916
9. Alan Feldman, Member	3799 S. Las Vegas Blvd., Las Vegas NV 89109	891-7147
10. Kim Sinatra, Member	3145 S. Las Vegas Blvd., Las Vegas, NV 89109	770-2112

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

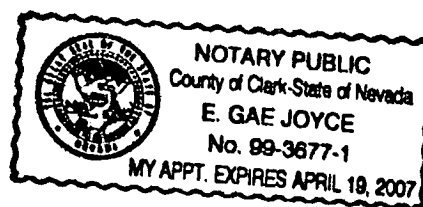
LAS VEGAS PERFORMING ARTS CENTER
FOUNDATION, INC.

By: Donald R. Fry

Its: Chairman

Subscribed and sworn to before me this
6 day of February 6, 2004.

E. Gae Joyce
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: CITY MANAGER**DIRECTOR: DOUGLAS A. SELBY**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

ADMINISTRATIVE:

Approval on offering a Voluntary Separation Program to certain employee groups that have 20+ years of service with the City of Las Vegas (Not to exceed \$6,300,000 - Multiple Funds)

Fiscal Impact☐**No Impact****Amount: NTE \$6,300,000**☐**Budget Funds Available****Dept./Division: All**☒**Augmentation Required****Funding Source: Multiple****PURPOSE/BACKGROUND:**

The City has proposed offering a Voluntary Separation Program (VSP) to certain employee groups with 20+ years of service with the City. Based on the preliminary interest of 85 respondents, the cost of the PERS purchase would be approximately \$4 million. The accrued leave pay off would be approximately \$2.3 million. We estimate the total VSP cost could be recovered within 17 months if vacated positions are frozen for at least 6 months. Further, the City could save up to \$2.2 million in annual salary and benefit cost if 25% of the vacated positions are eliminated. It is recommended that the VSP be approved by Mayor & Council subject to final review by the City Manager for each specific employee's participation. The application period for the VSP is June 1, 2004 to June 21, 2004. Eligible employees will be able to separate employment with the City between July 6, 2004 and January 7, 2005.

RECOMMENDATION:

It is recommended that the Voluntary Separation Program be approved by the Mayor and City Council.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 16, 2004

DEPARTMENT: CITY MANAGER

ITEM DESCRIPTION: Discussion and possible action on offering a Voluntary Separation Program to certain employee groups that have 20 years or more of service with the City

The benefits of such a program are designed to realign the City's workforce by accelerating the normal attrition of City Employees. Such a program, since it is voluntary in nature, can provide salary and benefit savings if positions are replaced with lower salaried employees or are held vacant or eliminated. Other benefits can also be recognized from improving productivity and increasing opportunities for job mobility and promotion.

In order to be eligible to participate in the program, an employee must be:

- A. A full-time, non-temporary, non-hourly City of Las Vegas employee with a minimum of 20 years of service with the City of Las Vegas at time of separation.
- B. Covered under one of the following: Las Vegas City Employees' Association (LVCEA), Las Vegas Police Protective Association (LVPPA), Las Vegas Peace Officers Association (LVPOA) or be an appointive or executive employee.

Employees will be able to selection from one of the two options below:

Option A: The City would purchase two years of service with the Public Employees Retirement System (PERS), or

Option B: Cash Payout of 1.25% for every year of service with the City plus payment of the employee portion of the insurance premium for Health, Dental and Vision Insurance for 18 months. (Premiums for coverage for dependents, spouses or others will be paid by the employee.)

Program participants will separate from the City beginning July 6, 2004 through January 7, 2005. The program enrollment period will be from June 1, 2004 to June 21, 2004 with a recession period of 7 days after the close of enrollment. Therefore, the final number of employees involved in this program will not be available until after June 28, 2004. Following the application of the employee, the final step in the process is the approval of the City Manager for each specific employee's participation.

It is anticipated that based on the number of employees expressing an interest in the program, the estimated costs for the purchase of PERS credit and insurance benefits is not to exceed \$6,300,000.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of First Amendment to the Area-Wide Natural Gas Fueling System Interlocal Agreement with the Regional Transportation Commission of Southern Nevada (\$150,000 - Internal Service Funds) - All Wards

Fiscal Impact

☐

No Impact

Amount: \$150,000

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: Internal Service Funds

PURPOSE/BACKGROUND:

On January 19, 2000 City Council approved an Interlocal Agreement to allow the City of Las Vegas to purchase Compressed Natural Gas (CNG) at Regional Transportation Commission of Southern Nevada (RTC) owned and operated fueling sites. This amendment will extend the agreement for an additional five (5) years, from September 9, 2004 through September 9, 2009. The estimated annual cost of this agreement is \$150,000. Total expected expenditures at the term of this contract is \$750,000.

RECOMMENDATION:

That the City Council approve the First Amendment to the Area-Wide Natural Gas Fueling System Interlocal Agreement with RTC in the amount of \$150,000.

BACKUP DOCUMENTATION:

First Amendment to Area-Wide Natural Gas Fueling System Interlocal Agreement

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AMENDMENT TO AREA-WIDE NATURAL GAS
FUELING SYSTEM INTERLOCAL AGREEMENT

AMENDMENT NO. 1

The Regional Transportation Commission of Southern Nevada and City of Las Vegas herewith agree to this Amendment No. 1 to the above referenced agreement. This amendment provides changes to the agreement as follows; all other terms of the agreement remain the same:

ITEM 10: **TERM OF INTERLOCAL AGREEMENT**

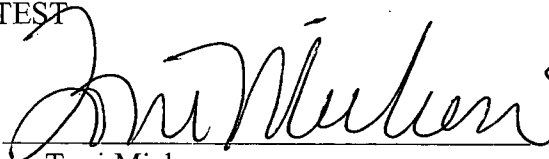
Extend the term of the agreement for an additional five (5) years from
September 9, 2004 through September 9, 2009.

REGIONAL TRANSPORTATION
COMMISSION OF CLARK COUNTY

By: 
Bruce Woodbury, Chairman

Date: 5/20/04

ATTEST

By: 
Toni Michener

APPROVED AS TO FORM

By: 
ZEV KAPLAN
General Counsel

CITY of Las Vegas

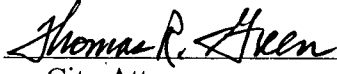
By: 
Oscar B. Goodman, Mayor

Date: 6-16-04

ATTEST

By: 
City Clerk

APPROVED AS TO FORM

By:  6/1/04
City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Interlocal Agreement with the Las Vegas Housing Authority for repair, maintenance, fuel and after hour call out services for vehicles and equipment (\$175,000 revenue) - All Wards

Fiscal Impact

☒ No Impact	Amount: Revenue \$175,000
☐ Budget Funds Available	Dept./Division: Field Operations
☐ Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

This agreement is between the City of Las Vegas and Las Vegas Housing Authority (LVHA), whereas the city provides repair, maintenance, fuel and after hour call out services to LVHA's fleet of approximately ninety (90) vehicles and equipment. The agreement period is from July 1, 2004 through September 30, 2005. It is anticipated that an annual gross revenue of \$175,000 will be generated from this agreement.

RECOMMENDATION:

That City Council approve an Interlocal Agreement with the Las Vegas Housing Authority for repair, maintenance, fuel and after hour call out services resulting in an estimated annual revenue of \$175,000.

BACKUP DOCUMENTATION:

Maintenance of Vehicles and Equipment Interlocal Agreement

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

**MAINTENANCE OF VEHICLES AND EQUIPMENT
INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July, 2004, by and between the City of Las Vegas (hereinafter referred to as 'CITY') and the Housing Authority of the City of Las Vegas (hereinafter referred to as the "HOUSING AUTHORITY") which are public agencies in the State of Nevada.

WITNESSETH

WHEREAS, NRS 277 authorizes public agencies to enter into an agreement providing services for the benefit of another public agency; and

WHEREAS, the Housing Authority is the owner of a fleet of vehicles hereinafter identified as "FLEET", and said fleet is used to support the day-to-day activities of the Housing Authority which, in turn, is used to service the needs of the Citizens of the CITY, maintaining the fleet to insure continuous uninterrupted service is consistently provided to the Citizens of the City is of paramount importance; and

WHEREAS, the City, through its Department of Public Works Vehicle Services Division, is willing to provide repair, maintenance, fueling and after hour call out services to the Fleet in accordance with the provisions of this Agreement;

NOW THEREFORE, in view of the above stipulations and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties do agree as follows:

- 1) **REPAIRS, MAINTENANCE, FUEL AND AFTER HOUR CALL OUT SERVICES.** The City hereby agrees to perform repairs and maintenance services necessary to maintain the Fleet as identified in ATTACHMENT A in good operating condition for use by the Housing Authority. Further, upon specific approval by the Responsible Managing Employee of the Housing Authority hereinafter identified as Mr Richard Varner, Maintenance Manager for the Housing Authority phone number (702) 922-6167, emissions certifications will also be provided on all Housing Authority vehicles required to submit verified compliance under Nevada State Law.

The Housing Authority will be responsible for transporting their vehicles in need of repairs etc. to the City's Vehicle Services Division operation(s) site(s) located at: 3128 East Bonanza Road or 2950 Ronemus Drive (Cheyenne/Buffalo) a.k.a. the West Vehicle Service Center or 4357 Vegas Drive off Decatur. Road call service will be available in the event that vehicles are disabled and cannot be driven to the repair facility.

- 2) **SERVICE FEE.** The Housing Authority agrees to pay the City for all labor, parts, supplies, and where applicable, fueling charges for services provided on their Fleet. The labor rate is **\$55.00** per hour, parts are at cost plus 25% and fueling assessments are at the weekly contracted Oil Price Information Service (OPIS) rate plus 13 cents per gallon. The City will invoice the Housing Authority for actual service(s) provided in accordance with those stipulated above. Payment shall be made to the City within thirty (30) days of receipt of invoice.

The not-to-exceed amount of each contract year is \$238,054.00. This amount may be amended by mutual written agreement between the Housing Authority and the City.

- 3) **JOB TASKS.** The City will provide a list of general job tasks that are to be performed on the Housing Authority's Fleet. These tasks are specified in ATTACHMENT B and are to include: Quarterly and Annual services, emissions testing, after hour call-outs (three (3) hour minimum charge) due to the contractual obligation(s) of the City's collective bargaining agreement.

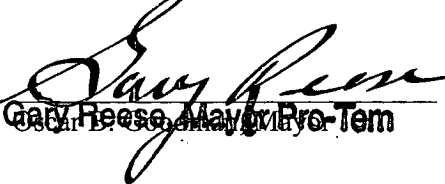
- 4) **REPAIR ESTIMATES.** It is understood and agreed that the Housing Authority will NOT require prior verbal and/or written approval for any repair or maintenance job task up to \$500 per event. Any amount over \$500 will require the verbal and/or written authorization from the Housing Authority's Maintenance Division Fleet Manager, Mr. Richard Varner or his authorized designee to be contacted at the phone number as stipulated under Item #1 first paragraph.
- 5) **FUELING STATION ACCESS.** The City agrees, upon request by the Housing Authority, to provide fuel site access to the various City owned and operated fueling facilities per the listing in ATTACHMENT C. The City will provide the necessary fueling card(s) to access the automated fueling system as requested by the Housing Authority for staff authorized to utilize the fueling facilities. The City will also provide GasCard fueling access to provide compressed natural gas (CNG) fueling capability for the Housing Authority's Fleet of alternatively fueled vehicles (AFV's). CNG cost(s) will be the contracted rate plus 10 cents per gas gallon equivalent (GGE).
- 6) **AUTOMATED WORK ORDER SYSTEM.** The City agrees to enter all work performed on the Housing Authority's Fleet on a City generated Automated Work Order System. Each Housing Authority vehicle will have a unique and exclusive Vehicle tracking number under the numerical prefix of 17xx. The system will archive historical data on each vehicle serviced so that a maintenance and repair history may be established. City will provide the operator of the Housing Authority's vehicle with a copy of the work order upon completion of authorized repair(s) or maintenance, which will line list all work performed and their associated costs. Additionally, the City agrees to incorporate all Housing Authority vehicles into the maintenance card notification system. These cards will be produced and delivered to the Service Writer at the Bonanza location who will subsequently provide them to Richard Varner or his designee for adjudication.
- 7) **INSURANCE.** The Housing Authority will list the City as an additional insured to their automotive insurance policy. A Certificate of Insurance evidencing such coverage shall be provided to the City prior to the execution of this Agreement.
- 8) **SECURITY ACCESS.** The City agrees to issue a gate card to each Housing Authority employee requiring access to the East Service Center at 3128 East Bonanza Road outside the scope of the City's regular operating hours, which are currently 4 am – 5 pm Monday through Friday.
- 9) **AGREEMENT PERIOD.** This Agreement shall be for a term of two (2) years commencing on the effective date of July 1, 2004 and expiring on September 30, 2005, unless extended by written notice between the parties. Subsequent extensions will be for a period of one (1) year and will be consecutive unless superseded by agreement between the parties.
- 10) **TERMINATION.** Either party may terminate this Agreement for any reason whatsoever by providing to the other party thirty (30) days written notice of termination.
- 11) **ASSIGNMENT.** The requirements and benefits of this Agreement may not be assigned, transferred or delegated without the written consent of all parties hereto.
- 12) **SEVERABILITY.** It is not the intent of either party to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, the parties will enter into immediate negotiations to rectify the offending clause or clauses. The remainder of this Agreement shall remain in full force and effect.
- 13) **NEVADA LAW.** This Agreement will be governed by Nevada Law.

- 14) **MODIFICATION TO THE AGREEMENT.** This Agreement may be amended or modified only by written Agreement duly executed by the respective governing board of each party hereto or their authorized representatives..
- 15) **WAIVER.** The failure of any party to enforce, at any time or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of any party to enforce each and every provision.
- 16) **INDEMNIFICATION.** To the extent permitted by law, the Housing Authority shall protect, indemnify and hold the City, officers and employees harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "CLAIMS") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Housing Authority, its employees, subcontractors or agents in performance of this Agreement. As part of its obligation hereunder, the Housing Authority shall, at its own expense, defend the City, its officers and employees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission of, the Housing Authority, its employees, subcontractors or agents, for and against which the Housing Authority is obligated to indemnify the City. If the Housing Authority shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Housing Authority.

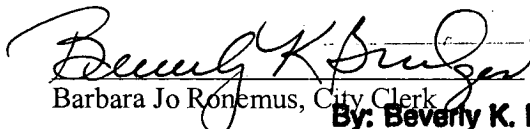
HOUSING AUTHORITY LANGUAGE - "Similarly and to the extent authorized by law, the City of Las Vegas shall protect, indemnify and hold LVHA, its officers and/or employees harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs, (hereinafter collectively referred to as the "CLAIMS") which the LVHA, its officers and/or employees may suffer as a result of, by reason of or as a consequence of, the negligent acts or omissions of the City of Las Vegas, its employees, subcontractors and/or agents in performance of this Agreement. As part of its own expense, defend the LVHA, its officers and/or employees against the "CLAIMS" which may be brought against them, or any of them as a result of, by reason of or as a consequence of, any negligent act or omission of, the City of Las Vegas, its employees, subcontractors or agents for and against which the City of Las Vegas is obligated to indemnify the LVHA. If the City of Las Vegas shall fail to do so, the LVHA shall have the right, but not the obligation to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the LVHA.
- 17) **LOANER VEHICLES.** To the extent practical and/or available, loaner vehicles will be provided by the CITY to the LVHA in the event that LVHA's vehicles that are having maintenance and/or repairs performed that for whatever reason results in a delay of returning said vehicles to the LVHA in a "timely manner" for an additional nominal charge. These vehicles to be provided on an "as available" basis. **Nominal fee is defined as \$10.00 per day plus the cost of fuel used.**
- 18) **JOB DESCRIPTIONS.** Attached to this Agreement are copies of the City of Las Vegas' automotive mechanic, vehicle service worker, vehicle services supervisor job descriptions for purposes of substantiating generally acceptable skill levels necessary to perform maintenance and/or repairs considered competent and professional.
- 19) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements, and understanding of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by either party hereto or its officers, employees, beneficiaries, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been made and entered into, and shall become effective on the date of its execution.

CITY OF LAS VEGAS

By: 
Gary Reese, Mayor Pro-Tem

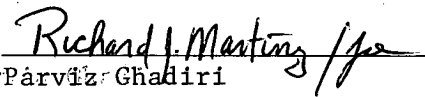
ATTEST:

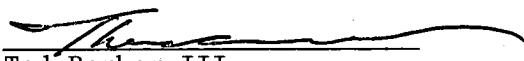

Barbara Jo Ronemus, City Clerk
By: **Beverly K. Bridges**
Chief Deputy City Clerk

APPROVED AS TO FORM:

 6/1/04
Date

HOUSING AUTHORITY
CITY OF LAS VEGAS

By:  7/21/04
For: Pärviz Ghadiri
Its: Executive Director

By:  7/20/04
Ted Parker III
Its: Legal Counsel

By:  7/19/04
Mike Gifford
Its: Purchasing Manager

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
8/16/2004

PRODUCER

Housing Authority Risk Retention Group
P.O. Box 189, Cheshire, CT 06410

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

COMPANIES AFFORDING COVERAGE

INSURED

Las Vegas Housing Authority
PO Box 1897
Las Vegas, NV 89125

COMPANY A Housing Authority Risk Retention Group - Liability
St. Paul Travelers Insurance Company - Physical Damage

COMPANY B AUG19'04PM 2:59RCVD

COMPANY C

COMPANY D

COVERAGE

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	
	☐ OWNER'S & CONTRACTORS PROT				EACH OCCURRENCE	
					FIRE DAMAGE (Any one fire)	
					MED EXP (Any one person)	
A	AUTOMOBILE PHYSICAL DAMAGE	HARRG AU 25	6/1/04	6/1/05	COMBINED SINGLE LIMIT	\$1,000,000
	☒ ANY AUTO				Non-Owned & Hired Auto Liability Insurance	
	☐ ALL OWNED AUTOS					
	☐ SCHEDULED AUTOS					
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDNET	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	
	☐ UMBRELLA FORM				AGGREGATE	\$
	☐ AUTO LIABILITY					\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/				STATUTORY LIMITS	
					EACH ACCIDENT	\$
A	OTHER Auto Physical Damage Deductible: Collision: 250 Other Than Collision: \$ 100	KTN-810-440D139A-PHX-04	6/1/04	6/1/05		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: The Certificate Holder is hereby added as additional insured pursuant to the Maintenance of Vehicles and Equipment Interlocal Agreement dated 7/1/2004.

CERTIFICATE HOLDER

City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE

Don Lubri

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FIELD OPERATIONS**DIRECTOR: LARRY HAUGSNESS**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of a Bus Stop Shelters and Benches Franchise Agreement between the City of Las Vegas and Bustop Shelters of Nevada, Incorporated dba Viacom Outdoor, for the construction, installation and maintenance of bus stop shelters, benches and trash receptacles - (\$75,000 annual revenue) - All Wards

Fiscal Impact☒**No Impact****Amount:** \$75,000 annual revenue☐**Budget Funds Available****Dept./Division:** Field Operations☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Currently, Bustop Shelters of Nevada, Inc.(BSON) has 2 contracts with the City of Las Vegas to provide bus stop shelters & benches. These contracts expire June 30, 2004. Due to financial losses, partially due to minimum payment requirements, BSON desires to renegotiate its contract. CLV currently receives \$13,000/mo. The franchise agreement with BSON will not require a minimum payment, instead the fee will be based on 15% of gross advertising revenue. This will result in an approximate loss of \$81,000 of revenue for the transportation services budget. The term of the franchise is five years.

RECOMMENDATION:

That the City Council approve and authorize the Mayor to sign the Bus Stop Shelters and Benches Franchise Agreement

BACKUP DOCUMENTATION:

Bus Stop Shelters and Benches Franchise Agreement

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

**BUS STOP SHELTERS OF NEVADA, INC.
d.b.a. VIACOM OUTDOOR**

FRANCHISE AGREEMENT

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**BUS STOP SHELTERS AND BENCHES
FRANCHISE AGREEMENT**

This Franchise Agreement is made and entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada ("City"), and BUSTOP SHELTERS OF NEVADA, INCORPORATED, a Nevada corporation dba Viacom Outdoor ("BSON").

RECITALS

WHEREAS, the City is desirous of having new Shelters and Benches installed and maintained for passengers of public mass transportation in the City of Las Vegas, Nevada; and

WHEREAS, since July 3, 1985, pursuant to contractual agreements between BSON and the City, the latest of which expired June 30, 2004, BSON has installed and maintained Shelters and Benches in the City of Las Vegas, Nevada; and

WHEREAS, BSON and the City are desirous of entering into a new contractual agreement for BSON's continued maintenance and operation of the Shelters and Benches it has previously installed or acquired, and, subject to the prior approval of the City and the Clark County Regional Transportation Commission ("RTC"), for BSON's continued installation and maintenance of new Shelters and Benches; and

WHEREAS, the City and the Nevada Department of Transportation ("NDOT"), are parties to a Cooperative Agreement for Installation and Maintenance of Bus Shelters and Benches, dated October 25, 1995, ("Cooperative Agreement") which permits the City to allow installation and maintenance of Shelters and Benches on rights-of-way under the jurisdiction of NDOT.

NOW, THEREFORE, the City and BSON do hereby agree to the following terms and conditions:

SECTION 1. DEFINITIONS.

As used in this Franchise Agreement the following words or phrases, or those words or phrases set aside in quotation marks elsewhere in this Franchise Agreement, when capitalized, have the meaning ascribed to them. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and vice versa, the masculine gender includes the feminine gender. The words "shall," "must," and "will" are mandatory, and "may" is permissive:

- A. "Bench" means a seat for two or more persons located at a public mass transportation bus stop, including trash receptacles, and may include advertising.
- B. "Department" means the Department of Finance and Business Services of the City.
- C. "Director" means the Director of the Department of Finance and Business Services of the City.

- D. "Install and Maintain" means to construct, erect, install, operate, maintain, use, repair, replace, improve, extend, enlarge, or remove, or any combination of such activities.
- E. "Regional Transportation Commission" or "RTC" means the Clark County Regional Transportation Commission.
- F. "Shelter" means a covering and appurtenances located at a public mass transportation bus stop offering persons relief from the elements and accommodations, including Benches, lighting, trash receptacles, and may include advertising.
- G. "Sidewalk" means the part of the City rights-of-way intended for use for pedestrian traffic and not intended for or generally used for vehicular traffic. Portions of the highways, streets, roads, alleys, thoroughfares, places, and ways of any kind used by or open to the public as a matter of right for the purpose of vehicular traffic are not included in the definition of "sidewalk."

SECTION 2. GRANT OF FRANCHISE BY CITY.

City hereby grants to BSON the non-exclusive right to construct, install, maintain, repair, remove, relocate and insure Shelters, Benches and trash receptacles at certain location sites to be designated in accordance with Sections 5 and 6 of this Franchise Agreement and within the Sidewalk in accordance with the terms and conditions contained in this Franchise Agreement.

SECTION 3. TERM.

The Franchise Agreement shall terminate on June 30, 2009, unless earlier terminated as hereinafter provided.

SECTION 4. OPTIONS.

This Franchise Agreement may be renewed at the mutual option of the City and BSON for two (2) additional five year periods. BSON shall give the City Manager written notice 120 days before the expiration of this Franchise Agreement of its desire to exercise its option to renew. The City shall provide notice to BSON with 45 days thereafter of whether or not it agrees to such option.

SECTION 5. LOCATION SITES OF BUS SHELTERS.

The parties agree that the designation of Shelter sites shall be determined in the following manner:

- A. During the Term of this Franchise Agreement BSON shall submit to the City its proposed lists of desirable Shelter sites.
- B. The City may request that BSON install additional shelters at sites which the City has determined need a Shelter. Upon mutual agreement of the parties to such locations, BSON shall install such shelters.
- C. BSON will install and maintain its Shelters in the City only at bus stop locations authorized

by the RTC and assigned to BSON by the City.

SECTION 6. LOCATION SITES OF BENCHES.

- A. BSON shall have the right to install Benches at any location where a Bench site is not previously designated by the City. BSON must obtain the necessary approvals and permits from the City prior to installing each Bench. The placement of a Bench does not qualify as a permanent location site for a Shelter.
- B. BSON has the discretion to determine whether or not a Bench shall provide advertising.

SECTION 7. EXISTING BUS SHELTERS AND BENCHES.

BSON will continue to maintain and operate its existing inventory of Shelters and Benches in the City at the time of the execution of this Franchise Agreement, as referenced in Exhibit "A" attached hereto and incorporated herein by this reference, in compliance with the terms and conditions of this Franchise Agreement.

SECTION 8. SHELTER AND BENCH DESIGNS.

- A. BSON agrees to Install and Maintain new Shelters and Benches which meet the following minimum Shelter and Bench design specifications:
 - 1. Manufactured with bent pipe or square tubing and perforated metal vertical shade screens.
 - 2. Fitted with a solid roof of galvanized metal clad and latex reflective top surface or aluminum or City-approved equal.
 - 3. Fitted with incandescent or fluorescent ceiling light fixtures with polycarbonate injection molded prismatic refractor and automatic dusk-to-dawn solar or conventional lighting electricity. This illumination specification shall be required on Shelters which the City determines require lighting based upon the available lighting at the location site.
 - 4. Provided with metal surfaces to be treated with V-thane, high bond, chemical resistant marine polypaint, with complete epoxy undercoating primer.
 - 5. Aluminum surfaces to be anodized aluminum.
- B. All Shelters are to be accompanied by Benches constructed of fiberglass, perforated metal, or City-approved equal. Benches are to be a minimum of seventy-five (75) inches in length with center dividers. All Shelter Benches and Benches shall have anti-vagrancy bars. The City may request alterations in Shelter designs at specific locations.
- C. Shelters and Benches shall not exceed an overall length of eighteen (18) feet or a depth of six (6) feet, except at locations designated for double-wide Shelter service. At those

locations, Shelters shall not exceed an overall length of thirty-six (36) feet or a depth of six (6) feet.

- D. The Shelter and Bench design specifications may be amended from time to time by the City for compliance with requirements and specifications issued by the RTC.

SECTION 9. ADVERTISING.

- A. Advertising Panels - Advertising on Shelters, Benches and trash receptacles will be limited to the following restrictions unless otherwise permitted by the City:
1. Each eighteen-foot long Shelter will be allowed two advertising panels not to exceed 4' x 6' each.
 2. Each thirty-six-foot long Shelter will be allowed four advertising panels not to exceed 4' x 6' each.
 3. Each Bench will be allowed one backboard panel not to exceed 24 square feet.
 4. Each trash receptacle will be allowed two advertising panels not to exceed 20" x 29" each.
- B. Traffic Sign/Light Conflict - No advertisement which displays any word, phrase, symbol, character, or reference that resembles or is likely to confuse, distracts, interferes, misleads or conflicts with any traffic control device will be permitted.
- C. Prohibited Advertising - BSON will not allow any advertising space to contain material which is harmful to minors (Chapter 10.64 of the City Code), material which is obscene (Chapter 10.42 of the City Code), and any material that is untrue, deceptive or misleading in violation of federal, state or local law. Upon notification by the City, BSON will immediately remove such advertising.
- D. Removal of Advertising - Within 24 hours after the City serves notice upon BSON requiring removal of an advertisement pursuant to this Section, BSON will remove the advertisement.
- E. Unsold Advertising and Public Service Announcements - In the event advertising space is unsold, BSON retains the right to post public service announcements and old copy of its own advertisements. The City may use unsold advertising space, providing its own advertising poster, for any purpose agreed to by both parties other than the promotion of political candidates or causes for a period up to the selling of that space to an advertiser.
- F. Route Information - On all locations with advertising, BSON shall, at the specific request of the City, install frames containing route information in mutually agreed upon locations on the Shelters. The City shall provide the frames as well as the printed route information materials.

SECTION 10. GENERAL SITE REQUIREMENTS.

A. BSON agrees to construct and install Shelters and Benches and to perform all necessary work to comply with the following General Site Requirements:

1. Shelters and Benches shall not obstruct pedestrian, wheelchair or vehicle travel. In the event that the Bench or Shelter site encroaches on private property, BSON shall be responsible for obtaining written permission from the property owner and fulfilling the requirements of existing City codes, ordinances, regulations and standards. In the event that BSON is unable to get permission from the property owner, BSON shall notify the RTC.
2. Shelters shall be placed at the back of all Sidewalks to provide adequate space for the movement of pedestrians and wheelchairs. The width that is left for the movement of pedestrians on the Sidewalk shall be no less than three (3) feet so as to allow a minimum pedestrian flow of thirty-five (35) persons per minute and for wheelchair access to meet Americans Disability Act (ADA) requirements.
3. BSON shall submit a site plan for each Shelter and Bench location to the City's Public Works Department for approval and, if required by ordinance, secure an encroachment permit from the City. BSON covenants that no construction or placement of fixtures may take place in public right-of-way without an applicable encroachment permit. BSON shall be responsible for all permits and fees required for the execution of this Agreement. BSON shall also be required to comply with all requirements and conditions regarding each specific site as determined by the City's Department of Public Works including, but not limited to, the following standards:
 - a. The Shelters and Benches shall be located and constructed as to comply with any applicable laws and regulations pertaining to access for the physically handicapped and elderly;
 - b. No Shelter or Bench shall be located or constructed in a manner that is hazardous to vehicular or pedestrian traffic.
 - c. No part of a Shelter or Bench shall be located within fifteen (15) feet of a fire hydrant, within six (6) feet of a driveway, or within the minimum standard number of inches from the base of the curb as specified by ADA requirements.
 - d. Electrical connections to street light circuits must include the following features:
 - A No. 3 1/2 pullbox in the existing conduit run from which a conduit shall be run to the bus shelter.
 - A green bond wire from shelter to streetlight. Wiring colored other

than red or black.

- Fusing by means of fuse holders in the base of the streetlight pole.
- No tie-ins to circuits other than streetlight circuits.
- No tie-ins to series streetlight circuits.
- Power to all street lights must be maintained during hours of darkness.

e. BSON shall pay the costs of connecting the shelters to electrical service and the monthly charges for electrical service for the purposes of lighting the Shelters and advertising posters. BSON shall install individual electrical meters or pay the City a monthly rate (not to exceed the rates charged to the City by the power company) per shelter for use of the City's electricity.

B. The General Site Requirements may be amended from time to time by the City for compliance with the requirements and specifications issued by the RTC.

SECTION 11. TRASH RECEPTACLES.

- A. BSON shall place a heavy duty, 30-gallon flat top receptacle, a 21-gallon cone top receptacle or a larger trash receptacle at each Shelter and Bench location. Serviced bus stop locations with 50 or more boardings per day shall be between one and three trash receptacles, and locations with 200 or more per day shall have between two and five trash receptacles. In January of each year the City will provide BSON with a list of changes to the average daily boardings per site. Trash receptacles should be designed to be compatible with other bus stop components and will be provided with removable plastic garbage bags.
- B. Trash removal shall be responsibility of BSON. Each trash receptacle is to be emptied no less than twice a week, or as necessary. Special service requests for trash removal shall be completed by BSON within one working day of receipt of the request. BSON is also responsible for removing trash from within ten (10) feet of each side of the Shelter and Bench once every 24 hours, or as necessary. All trash shall be disposed of in compliance with all applicable laws and regulations.
- C. BSON may place advertising on trash receptacles provided the trash receptacle design is approved by the City.

SECTION 12. SHELTER AND BENCH SITE MAINTENANCE.

- A. BSON shall also be responsible for Shelter and Bench site maintenance, and shall assume all capital, operating and liability costs associated with site maintenance. A monthly maintenance log shall be submitted to the City which identifies the date and type of maintenance performed at each location. Maintenance shall be performed by BSON no less than once every two (2) weeks for each Shelter and Bench site, and shall include:

1. Full wash down of Shelters, Benches and accessories.
2. Removal of dirt, graffiti and pasted materials from Shelters and Benches. Glass and plastic Shelter surfaces shall be cleaned by squeegee wipe down.
3. Manual or chemical removal of weeds within a distance of ten (10) feet around Shelters.

In addition, BSON will be responsible for providing the following services as required:

4. Touch up of paint scratches on bus Shelters and Benches.
 5. Check lighting levels and replace bulbs and ballasts.
- B. It shall also be BSON's responsibility to repair damaged items that do not pose safety problems within three (3) working days of receipt of notice and to repair damaged items that do pose safety problems within one (1) working day of receipt of notice. BSON shall replace, at its own expense, Shelters and Benches which are damaged and cannot be restored to their original condition. City staff shall describe the nature and severity of the problems reported to BSON. In any event, Shelter and Bench components which do not conform to BSON's design specifications, for whatever reason, shall be corrected within three (3) working days of receipt of notice of nonconformance.

SECTION 13. ADVERTISING AGENCY LICENSE.

BSON agrees to maintain a semi-annual advertising agency license from the Department throughout the term of this Franchise Agreement.

SECTION 14. ROUTE SIGNS.

Upon seven (7) days notification from the City, BSON shall authorize the City to place bus route signs on the bus Shelters.

SECTION 15. SHELTER/BENCH REMOVAL.

Upon completion of this Franchise Agreement, either by expiration or termination, BSON shall remove all Shelters and Benches and restore each site to its original condition within four (4) months, unless an alternate schedule is agreed upon by the City and BSON.

SECTION 16. INSTALLATION AND REMOVAL OF SHELTERS.

BSON shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the work, BSON shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work, BSON shall, at its expense, satisfactorily dispose of all rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and BSON shall leave the premises and work site in a neat, clean and safe

condition. In the event of BSON's failure to comply with the foregoing, the same may be accomplished by the City at BSON's expense.

SECTION 17. COMPLETION OF CONSTRUCTION.

BSON shall construct and install all new Shelters within sixty (60) days from the date of the City's approval of BSON's proposed list of desirable Shelter sites. BSON shall complete the necessary electrical work on the new Shelters within one hundred eighty (180) days from the date of final installation of the Shelters.

SECTION 18. LIQUIDATED DAMAGES.

In case of failure on the part of BSON to complete any requirements of this Franchise Agreement within the time(s) specified, or within such additional time(s) as may be granted by formal action of the City, BSON shall pay to the City, as liquidated damages, the sum of \$50.00 for each calendar day of delay until such reasonable time as the work is completed, together with any increased costs incurred by the City to perform such requirements on behalf of BSON. This Section 18 shall not apply if BSON's failure is due to Force Majeure.

SECTION 19. PERFORMANCE BOND.

- A. BSON shall furnish a bond to the Director covering the faithful performance of this Franchise Agreement. In lieu of a bond, BSON may deposit with the Director an interest-bearing account ("deposit"). The performance bond or deposit shall be in the amount of \$100,000 and in such form as the Director may prescribe. The bond may be secured through BSON's usual sources provided the surety is authorized and licensed to do business in the State of Nevada.
- B. BSON shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
- C. Any performance bond prepared by a licensed nonresident agent must be countersigned by a resident agent as per the provisions of NRS 680A.300.
- D. The bond specified in this Section 19 may be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.
- E. The City agrees to return any deposit thirty (30) calendar days after the termination of this Franchise Agreement and receipt of written request therefor from BSON after deducting therefrom any damages or payments due the City.

SECTION 20. INSURANCE.

- A. Prior to execution of this Franchise Agreement, and not later than fifteen (15) calendar days after notification of award, BSON shall furnish certificates of insurance as indicated below.

The certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.

- B. BSON shall have on file with the Director current certificates of insurance evidencing the required coverage.
- C. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by BSON, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Director.
- D. BSON shall furnish renewal certificates for the required insurance during the period of coverage required by this Franchise Agreement. BSON will furnish renewal certificates for the same minimum coverages as required in this Franchise Agreement. The notice for renewal will be submitted to BSON thirty (30) days in advance of the expiration date shown on the certificate of insurance. A second request will be mailed if the certificate is not received within ten (10) days. If, within twenty (20) days from the date of the notice of renewal, the certificate has still not been provided, the City may declare BSON in default of its obligation under this Subsection D.
- E. The City, its officers and employees must be expressly covered as additional insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
- F. BSON's insurance shall be primary as respects the City, its officers and employees. Any other coverage (insurance or otherwise) available to the City, its owners, employees and volunteers shall be excess over the insurance required of BSON and shall not contribute with it.
- G. Each insurance policy supplied by BSON must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written by certified mail "return receipt requested" has been given to the Director. This notice requirement does not waive the insurance requirements contained herein.
- H. All deductibles and self-insured retentions shall be fully disclosed in the certificate of insurance.
- I. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than \$2,000,000 per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. BSON's insurer must notify the Director of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- J. BSON shall obtain and maintain, for the duration of this Franchise Agreement or longer period if specified herein, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder

by BSON, its agents, representatives, employees or subcontractors of any tier. BSON is required to obtain and maintain:

"General Liability" insurance coverage on "occurrence" basis only and not "claims made." The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificate. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the Director within ten (10) days after notice of award. Policies must include but need not be limited to coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. BSON shall maintain limits of no less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages.

- K. If BSON fails to maintain any of the insurance coverages required herein, then the City will have the option to declare BSON in breach or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. BSON is responsible for any expenses paid by the City to maintain such insurance and the City may collect the same from BSON or deduct the amount paid from any sums due BSON under this Franchise Agreement.
- L. The insurance requirements specified herein do not relieve BSON of its responsibility or limit the amount of its liability to the City or other persons and BSON is encouraged to purchase such additional insurance as it deems necessary.
- M. BSON is responsible for and must remedy all damage or loss to any property, including property of the City, caused in whole or in part by BSON, any subcontractor or anyone employed, directed or supervised by BSON. BSON is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- N. BSON will pay all premiums and costs of insurance.
- O. BSON shall maintain workman's compensation insurance as required by state law and shall furnish a current workman's compensation certificate evidencing such insurance to the Director.

SECTION 21. INDEMNITY.

BSON hereby indemnifies and shall defend and hold harmless the City, its representatives and its employees (or their authorized representatives) from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and

expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of BSON, of anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this Franchise Agreement. BSON's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence of willful misconduct of the party indemnified or held harmless.

SECTION 22. INDEPENDENT CONTRACTOR.

BSON represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. BSON shall act as an independent contractor and not as the agent of the City in performing this Franchise Agreement. BSON shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Franchise Agreement or any subcontract awarded by BSON shall create any contractual relationship between any such subcontractor and the City. BSON shall perform all work in accordance with its own methods subject to compliance with this Franchise Agreement.

SECTION 23. FRANCHISE FEE PAYMENTS TO CITY.

- A. BSON will pay to the Department as a Franchise Fee 15% of its gross revenue received from the sale of advertising space on shelters, benches and trash receptacles during a calendar month. If BSON sells the advertising space through an advertising agency which deducts a portion of BSON's advertising fee as payment for its services, the Franchise Fee shall be 15% of BSON's adjusted gross revenue. (Adjusted gross revenue equals total revenue less advertising agency fee, if any; provided, however, that the advertising agency fee does not exceed 15% of the advertising fee charged by BSON). The monthly Franchise Fee payment will be paid on or before the 15th day of the following month.
- B. If any Franchise Fee payment required to be paid by this Section is received by the Department more than 15 days after the due date, a penalty of one percent (1%) of the delinquent amount will be assessed against BSON per month on the unpaid balance, including any accrued interest, until the past due payment and interest are paid in full to the Department.

SECTION 24. DEFAULT BY BSON.

- A. If BSON shall fail to pay any monthly payment or other sum required to be paid by BSON to the City under this Franchise Agreement and such failure continues for thirty (30) calendar days after written notice thereof from the City to BSON, BSON shall be in default of this Franchise Agreement. If BSON shall fail in the performance of any other term, condition or covenant of this Franchise Agreement and such failure continues for thirty (30) calendar days after written notice thereof from the City to BSON, BSON shall be in default of this Franchise Agreement; provided, however that if the default complained of in such notice is of such a nature that it can be rectified or cured within said thirty (30) calendar day period,

BSON shall not be in default of this Franchise Agreement if BSON shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence.

- B. If BSON shall be in default of this Franchise Agreement beyond the cure period, the City shall have all rights and remedies available at law or in equity, including termination of this Franchise Agreement.

SECTION 25. RECORDS AND AUDITS.

BSON shall maintain complete and accurate records of the Shelter and Bench services provided under this Franchise Agreement. One time per year BSON shall provide access during normal business hours to the City's employees or agents to such books and records, and the right to examine and audit the same, and to make transcripts therefrom as necessary, and to allow inspection of all data, documents, proceedings and activities related to this Franchise Agreement.

SECTION 26. NO WAIVER.

The failure to either party to insist upon the strict performance of any of the provisions of this Franchise Agreement, or the failure of either party to exercise any right, option or remedy hereby reserved, shall not be construed as a waiver for the future of the same or any other provision, right, option or remedy hereof or hereunder or as a waiver of any subsequent breach thereof.

SECTION 27. NOTICES.

All notices, documents or payments required to be sent to BSON, City, Director or the Department shall be sent to the below addresses indicated. BSON shall notify the City of any change of address within ten working days of such occurrence. Failure to provide notification and any resulting delay in receipt of notice, shall not excuse BSON from any obligation imposed by this Franchise Agreement, nor shall it serve as cause for reduction or removal of any fine or penalty imposed by the City.

CITY: City of Las Vegas
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101
Attention: City Manager

With a copy to: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

DIRECTOR/
DEPARTMENT City of Las Vegas
Department of Finance and Business Services
400 Stewart Avenue, 6th Floor
Las Vegas, Nevada 89101

BSON: Bustop Shelters of Nevada, Incorporated
5425 South Valley View Boulevard
Las Vegas, Nevada 89118

Legal Department
Viacom Outdoor
405 Lexington Avenue
New York, NY 10174

Either party hereto may change the address at which it receives written notice by notifying the other party hereto in writing.

SECTION 28. ENTIRE AGREEMENT.

This Franchise Agreement represents the entire agreement between BSON and the City and supersedes all prior negotiation, agreements and amendments. This Franchise Agreement may be amended only by written instrument signed by both parties hereto. This Franchise Agreement and any modifications or additions hereto shall binding upon and inure to the benefit of the respective parties' heirs, successors, assigns and legal representatives.

SECTION 29. GOVERNING LAW.

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

SECTION 30. ASSIGNMENT.

This Franchise Agreement may not be assigned by BSON without the prior written consent of the City, which shall not be unreasonably withheld; provided, however, the City hereby grants its consent to assign to Viacom Outdoor, Inc. BSON's parent company.

SECTION 31. INCORPORATION OF NDOT COOPERATIVE AGREEMENT.

The Cooperative Agreement, attached hereto as Exhibit "B," is incorporated into and made a part of this Franchise Agreement. BSON shall perform all acts necessary to enable the City to comply with the Cooperative Agreement. In the event of a conflict between the terms of the Cooperative Agreement and any other part of this Franchise Agreement, the Cooperative Agreement shall prevail.

SECTION 32. CONSTRUCTION OF AGREEMENT.

The terms and provisions of this Franchise Agreement will not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Franchise Agreement will be construed in accordance with the fair meaning of its terms.

SECTION 33. GIFTS OR CONTRIBUTIONS.

No officer or employee of BSON shall offer to any officer or employee of the City, either directly

or indirectly, any rebate, contribution, gift, money or service without charge, or other thing of value whatsoever, except where given for the use and benefit of the City.

SECTION 34. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the parties and will thereafter be binding on BSON and the City. If the terms of this Franchise Agreement are materially altered due to changes in or rulings regarding governing law, then the parties agree to negotiate in good faith to amend this Franchise Agreement so as to restore the original intent of BSON and City and preserve the benefits bargained for by each party.

SECTION 35. FORCE MAJEURE.

In the event that BSON's performance of any of the terms, conditions or obligations required by this Franchise Agreement is prevented by a cause or event beyond the control of BSON, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof.

SECTION 36. NO THIRD-PARTY BENEFICIARY.

It is not intended by any of the provisions of this Franchise Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Franchise Agreement. The duties, obligations and responsibilities of the City with respect to third parties will remain as imposed by Nevada law.

SECTION 37. BINDING EFFECT.

All of the rights and obligations under this Franchise Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns.

SECTION 38. SECTION AND PARAGRAPH HEADINGS.

The headings of the sections and paragraphs of this Franchise Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

SECTION 39. SURVIVAL OF PROVISIONS.

All provisions, conditions and requirements of this Franchise Agreement that may be reasonably construed to survive the termination or expiration of this Franchise Agreement will survive the

termination or expiration of this Franchise Agreement, including, but not limited to, all BSON's indemnification obligations under Section 21 of this Franchise Agreement.

SECTION 40. TIME OF THE ESSENCE.

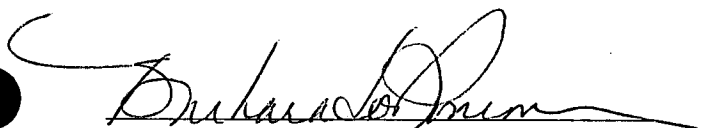
The parties agree that time is of the essence with regard to the performance of BSON's obligations under this Franchise Agreement.

SECTION 41. DISCLOSURE OF PRINCIPALS.

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, BSON warrants that it has disclosed on the form attached hereto as Exhibit C, all principals, including partners, of BSON, as well as all persons and entities holding more than 1% interest in BSON or any principal of BSON. If BSON, principals, or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit C, the requirement of this Section will be satisfied. Throughout the term hereof, BSON will within ten (10) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings will also be sent to the City within ten (10) days of any such filing.

IN WITNESS WHEREOF, the City and BSON have caused this Franchise Agreement to be executed by their duly authorized representatives on the date and year first above written.

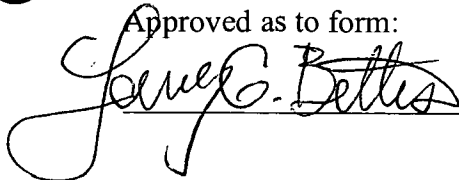
ATTEST:


BARBARA JO RONEUMUS, City Clerk

CITY OF LAS VEGAS, NEVADA

By: 
OSCAR B. GOODMAN, Mayor

Approved as to form:

 6-8-04
Date

BUSTOP SHELTERS OF NEVADA,
INCORPORATED

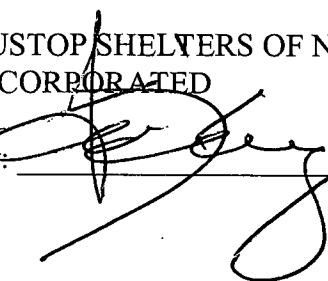
By: 

EXHIBIT A

Sites

Site ID	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9535F	ALTA 100 ft E/O BRUSH STREET SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1659	-115.2098
9203F	ALTA 100 ft E/O CAMPBELL NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1664	-115.1831
9229F	ALTA 100 ft W/O LACY NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1664	-115.1873
9502F	BONANZA 100 ft E/O AND OPP POST OFFICE NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1772	-115.1588
9208F	BONANZA 100 ft E/O BRUCE STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1738	-115.1246
9107F	BONANZA 100 ft E/O TRIEST COURT SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1732	-115.0861
9524F	BONANZA 100 ft W/O CLARKWAY DR NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1773	-115.1674
9709F	BONANZA 100 ft W/O LAS VEGAS BLVD. NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1754	-115.1375
9106F	BONANZA 100 ft W/O LAS VEGAS BLVD. SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1760	-115.1390
9702F	CHARLESTON @ CHARLESTON PLAZA SS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1590	-115.1230
9379F	CHARLESTON 100 ft CHARLESTON PLAZA SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1590	-115.1230
9271F	CHARLESTON 100 ft E/O 17TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1588	-115.1282
9198F	CHARLESTON 100 ft E/O VALLEY VIEW SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1588	-115.1920
9527F	CHARLESTON 100 ft POHOR NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1590	-115.1684
9701F	CHARLESTON 100 ft W/O CAMPBELL STREET NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1591	-115.1838

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9124F	CHARLESTON 100 ft W/O HINSON NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1592	-115.1954
9111F	CHARLESTON 100 ft W/O WESTWOOD DRIVE SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1588	-115.1671
9716F	CHARLESTON 100 ft W/O WESTWOOD DRIVE SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1588	-115.1669
9385F	D STREET 100 ft N/O PAUL ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1911	-115.1472
9745F	D STREET 100 ft N/O VAN BUREN ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1872	-115.1471
9186F	D STREET 100 ft N/O WASHINGTON AVENUE ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1812	-115.1468
9101F	DECATUR 100 ft N/O ALPINE WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1602	-115.2060
9260F	DECATUR 100 ft N/O HAYES AVENUE ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1916	-115.2059
9293F	DECATUR 100 ft S/O BONANZA ROAD WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1771	-115.2063
9722F	DURANGO 100 ft N/O GRANDBANKS WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1632	-115.2781
9723F	DURANGO 100 ft S/O DEL REY WS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1534	-115.2799
9721F	DURANGO 100 ft S/O MILLSTONE WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1649	-115.2781
9720F	DURANGO 100 ft S/O SONETO WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1567	-115.2802
9724F	DURANGO 100 ft S/O STARBOARD WS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1375	-115.2792
9131F	EASTERN 100 ft N/O OAKLEY BLVD. ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1521	-115.1186

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9405F	FREMONT STREET 100 ft S/O CASTAWAY HOTEL WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1564	-115.1140
9204F	FREMONT STREET 100 ft W/O MARYLAND PARKWAY NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1662	-115.1330
9143F	INSIDE ZOO 100 ft	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9728F	LAKE MEAD 100 ft E/O MARINER SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1966	-115.2643
9730F	LAKE MEAD 100 ft W/O TENAYA NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1963	-115.2517
9803F	LAS VEGAS BLVD. N. 100 ft N/O BONNEVILLE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1636	-115.1441
9804F	LAS VEGAS BLVD. N. 100 ft N/O GASS AVE. ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1613	-115.1457
9236F	MAIN STREET 100 ft S/O BRIDGER AVENUE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1693	-115.1481
5000F	MARTIN L. KING 100 ft N/O BALZAR ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1997	-115.1605
9999F	MARTIN L. KING 100 ft N/O BONANZA WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1775	-115.1609
9182F	MARYLAND PKWY. 100 ft N/O BONITA ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1491	-115.1368
9175F	MARYLAND PKWY. 100 ft N/O CHARLESTON BLVD. ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1593	-115.1367
9179F	MARYLAND PKWY. 100 ft N/O JESSICA AVENUE ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1569	-115.1362
5001F	MARYLAND PKWY. 100 ft N/O OAKEY ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1520	-115.1368
9713F	MARYLAND PKWY. 100 ft N/O STEWART AVE. ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1683	-115.1309

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9238F	MARYLAND PKWY. 100 ft S/O BRIDGER AVENUE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1631	-115.1342
9232F	MARYLAND PKWY. 100 ft S/O BRIDGER WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1633	-115.1346
9257F	OGDEN 100 ft W/O 14TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1660	-115.1301
9740F	OWENS 100 ft E/O MARTIN L. KING SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1883	-115.1603
9761F	PENNWOOD 100 ft W/O WING NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1374	-115.1953
9263F	RAINBOW 100 ft N/O WASHINGTON AVE. ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1816	-115.2421
9555F	RANCHO 100 ft N/O DUNE ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1837	-115.1813
9192F	RANCHO 100 ft N/O NEW PARK WAY ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1684	-115.1724
9194F	RANCHO 100 ft N/O REDONDO AVENUE ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1716	-115.1724
9507F	RANCHO 100 ft S/O ALTA DR. WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1659	-115.1729
9734F	SAHARA 100 ft E/O LAKE BUSINESS PARK SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1440	-115.2908
9222F	SAHARA 100 ft E/O RYE STREET SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1442	-115.1851
9512F	SAHARA 100 ft W/O 6TH STREET NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1441	-115.1468
9725F	SAHARA 100 ft W/O BUFFALO NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1439	-115.2614
9733F	SAHARA 100 ft W/O FORT APACHE SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1442	-115.2973

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9735F	SAHARA 100 ft W/O LAKE SAHARA SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1438	-115.2829
9799F	SAHARA 100 ft W/O SANTA PAULA NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1439	-115.1529
9243F	SHADOW LANE 100 ft S/O GOLDRING WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1613	-115.1656
9249F	SHADOW LANE 100 ft S/O PINTO LANE WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1641	-115.1655
9376F	STEWART 100 ft E/O 21ST STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1664	-115.1200
9117F	STEWART 100 ft E/O 28TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1663	-115.1113
9294F	STEWART 100 ft E/O MAIN STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1738	-115.1446
5002F	STEWART 100 ft W/O 10TH STREET NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1694	-115.1336
9178F	STEWART 100 ft W/O 21ST STREET NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1666	-115.1211
9209F	STEWART 100 ft W/O EASTERN AVENUE SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1665	-115.1163
9546F	VALLEY VIEW 100 ft N/O SAN JOAQUIN ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1416	-115.1904
9547F	VALLEY VIEW 100 ft N/O TARA ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1396	-115.1904
9543F	VALLEY VIEW 100 ft S/O EL PASADA WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1469	-115.1910
9754F	VALLEY VIEW 100 ft S/O SILVER DOLLAR WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1380	-115.1908
9188F	VEGAS 100 ft E/O JONES BLVD. SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1883	-115.2237

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Site Id	Description	Ownership Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9225F	VEGAS 100 ft E/O MICHAEL WAY SS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1881	-115.2148
9201F	VEGAS 100 ft E/O SAYLOR WAY SS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1882	-115.2197
9177F	WASHINGTON 100 ft E/O G STREET NS	Leased	Outdoor	89106	Las Vegas City	Clark County	Nevada		36.1809	-115.1505
9196F	WASHINGTON 100 ft E/O H STREET (LEFT) SS	Leased	Outdoor	89106	Las Vegas City	Clark County	Nevada		36.1807	-115.1515
9757F	WASHINGTON 100 ft E/O H STREET (R) SS	Leased	Outdoor	89106	Las Vegas City	Clark County	Nevada		36.1807	-115.1517
9756F	WASHINGTON 100 ft W/O D STREET NS	Leased	Outdoor	89101	Las Vegas City	Clark County	Nevada		36.1810	-115.1473
9526F	WYOMING AVE. 100 ft E/O INDUSTRIAL RD. SS	Leased	Outdoor	89101	Las Vegas City	Clark County	Nevada		36.1523	-115.1591

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Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7041I	ALTA 100 ft W/O BRUSH STREET NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1663	-115.2109
7169I	ALTA 100 ft W/O DECATUR BLVD. NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1668	-115.2067
7167I	BONANZA ROAD 100 ft E/O 23RD STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1738	-115.1184
7084I	BONANZA ROAD 100 ft E/O LAMB BLVD. SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1733	-115.0797
7133I	BONANZA ROAD 100 ft E/O MAIN STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1772	-115.1433
7067I	BONANZA ROAD 100 ft E/O MOJAVE ROAD SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1734	-115.1052
7077I	BONANZA ROAD 100 ft E/O PECOS ROAD SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1732	-115.0976
7149I	BONANZA ROAD 100 ft E/O SANDHILL ROAD SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1733	-115.0888
7153I	BONANZA ROAD 100 ft E/O TRIEST COURT SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1733	-115.0861
7088I	BONANZA ROAD 100 ft W/O 11TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1738	-115.1316
7066I	BONANZA ROAD 100 ft W/O NELLIS BLVD. SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1738	-115.0612
7076I	BONANZA ROAD 100 ft W/O WARDELL AVENUE SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1735	-115.1098
7158I	BRIDGER AVE. 100 ft E/O 3RD STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1676	-115.1443
8173I	BRUCE 100 ft N/O GRAGSON WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1835	-115.1253
8172I	BRUCE 100 ft S/O SEARLES WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1853	-115.1253

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7009I	CHARLESTON 100 ft CARPENTER BLVD. SS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1590	-115.2263
7005I	CHARLESTON 100 ft E/O SHADOW LANE NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1591	-115.1649
7101I	CHARLESTON 100 ft E/O SHADOW LANE SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1587	-115.1650
7045I	CHARLESTON 100 ft E/O TORREY PINES DR. SS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1590	-115.2344
7008I	CHARLESTON 100 ft W/O BRUSH STREET SS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1589	-115.2105
7135I	CHARLESTON 100 ft W/O EASTERN AVENUE NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1590	-115.1194
7054I	CHARLESTON 100 ft W/O SHETLAND ROAD NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1590	-115.1774
7007I	CHARLESTON 100 ft W/O VALLEY VIEW BLVD. NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1592	-115.1928
7484I	CHEYENNE 100 ft W/O RAINBOW BLVD. NS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2184	-115.2427
7480I	DECATUR 100 ft N/O EUGENE AVE. ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1994	-115.2057
7030I	DECATUR 100 ft N/O OAKEY BLVD. ES	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1525	-115.2077
7859I	DECATUR 100 ft S/O ALTA WS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1663	-115.2063
7031I	DECATUR 100 ft S/O CHARLESTON BLVD. ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1584	-115.2055
7142I	DECATUR 100 ft S/O MEADOWS LANE WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1698	-115.2062
7047I	DECATUR 100 ft S/O O'BANNON DRIVE WS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1478	-115.2084

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7001I	DECATUR 100 ft S/O OAKLEY BLVD. WS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1515	-115.2084
7476I	DECATUR 100 ft S/O SMOKE RANCH RD. WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2024	-115.2062
7081I	DECATUR 100 ft S/O VEGAS DRIVE WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1879	-115.2065
7032I	DECATUR 100 ft S/O WASHINGTON AVENUE WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1806	-115.2064
7025I	EASTERN 100 ft N/O BONANZA ROAD ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1743	-115.1160
7017I	EASTERN 100 ft N/O HARRIS AVENUE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1778	-115.1159
7027I	EASTERN 100 ft N/O SAHARA AVENUE ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1447	-115.1185
7159I	EASTERN 100 ft N/O WASHINGTON AVENUE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1816	-115.1159
7071I	EASTERN 100 ft S/O HOUSTON DRIVE ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1556	-115.1190
7107I	FREMONT STREET 100 ft E/O 15TH STREET NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1644	-115.1289
7015I	FREMONT STREET 100 ft E/O EASTERN AVENUE SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1594	-115.1183
7012I	FREMONT STREET 100 ft N/O CASTAWAY HOTEL ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1567	-115.1136
7011I	FREMONT STREET 100 ft N/O SAHARA AVENUE ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1462	-115.1015
7136I	FREMONT STREET 100 ft OAKLEY BLVD. ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1523	-115.1085
7137I	FREMONT STREET 100 ft S/O ATLANTIC AVENUE WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1563	-115.1140

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7014I	FREMONT STREET 100 ft W/O BRUCE STREET NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1629	-115.1256
7131I	JONES 100 ft N/O WASHINGTON AVENUE ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1812	-115.2236
7478I	LAKE MEAD 100 ft E/O JAMES BILBRAY SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1959	-115.2373
7473I	LAKE MEAD 100 ft E/O RAINBOW BLVD. NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1961	-115.2415
7488I	LAKE MEAD 100 ft E/O RAINBOW BLVD. SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1959	-115.2416
7479I	LAKE MEAD 100 ft E/O TORREY PINES BLVD SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1958	-115.2327
7486I	LAKE MEAD 100 ft W/O JAMES BILBRAY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1961	-115.2380
7471I	LAKE MEAD 100 ft W/O JONES BLVD NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1960	-115.2244
7472I	LAKE MEAD 100 ft W/O TORREY PINES DR. NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1962	-115.2335
7492I	LAKE MEAD 100 ft W/O WINNWOOD NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1959	-115.2196
7064I	LAS VEGAS BLVD. N. 100 ft CASHMAN FIELD ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1788	-115.1348
8059I	LAS VEGAS BLVD. N. 100 ft N/O 4TH STREET ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1537	-115.1506
7023I	LAS VEGAS BLVD. N. 100 ft N/O MESQUITE AVENUE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1730	-115.1385
7019I	LAS VEGAS BLVD. N. 100 ft N/O SAHARA AVENUE ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1439	-115.1571
7018I	LAS VEGAS BLVD. N. 100 ft N/O SAHARA AVENUE WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1441	-115.1573

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7116I	LAS VEGAS BLVD. N. 100 ft N/O SEARLES AVENUE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1850	-115.1339
7124I	LAS VEGAS BLVD. N. 100 ft N/O SEARLES AVENUE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1850	-115.1342
7022I	LAS VEGAS BLVD. N. 100 ft N/O ST. LOUIS AVENUE ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1485	-115.1539
7049I	LAS VEGAS BLVD. N. 100 ft N/O ST. LOUIS AVENUE WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1488	-115.1542
7062I	LAS VEGAS BLVD. N. 100 ft N/O STEWART AVENUE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1719	-115.1391
7162I	LAS VEGAS BLVD. N. 100 ft N/O WASHINGTON AVENUE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1815	-115.1342
7078I	LAS VEGAS BLVD. N. 100 ft REED WHIPPLE CTR. WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1790	-115.1340
7085I	LAS VEGAS BLVD. N. 100 ft S/O BONNEVILLE AVENUE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1633	-115.1449
7098I	LAS VEGAS BLVD. N. 100 ft S/O HOOVER AVENUE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1598	-115.1471
7021I	LAS VEGAS BLVD. N. 100 ft S/O OAKLEY BLVD. ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1509	-115.1524
7020I	LAS VEGAS BLVD. N. 100 ft S/O OAKLEY BLVD. WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1510	-115.1529
7163I	LAS VEGAS BLVD. N. 100 ft S/O OWENS BLVD. ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1881	-115.1339
7061I	LAS VEGAS BLVD. N. 100 ft THUNDERBIRD HOTEL ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1560	-115.1480
7482I	LONE MOUNTAIN 100 ft W/O LOS PRADOS NS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2468	-115.2180
7654I	MAIN STREET 100 ft S/O WASHINGTON AVENUE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1809	-115.1405

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7125I	MARTIN L. KING 100 ft S/O MINERAL WAY WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1731	-115.1609
7165I	MARYLAND PKWY. 100 ft N/O CASHMAN FIELD WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1802	-115.1253
7028I	MEADOWS LANE 100 ft E/O DECATUR BLVD. SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1700	-115.2050
7033I	MEADOWS LANE 100 ft LOMA VISTA CTR. NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1704	-115.1962
7094I	OWENS 100 ft W/O H STREET NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1886	-115.1524
7460I	RAINBOW BLVD. 100 ft N/O CHARLESTON BLVD. WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1596	-115.2440
7461I	RAINBOW BLVD. 100 ft N/O SAHARA AVE. ES	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1447	-115.2426
7485I	RAINBOW BLVD. 100 ft N/O WASHINGTON ST. ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1819	-115.2421
7462I	RAINBOW BLVD. 100 ft S/O HOME DEPOT ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1626	-115.2438
7464I	RAINBOW BLVD. 100 ft S/O O'BANNON DR. WS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1475	-115.2433
7463I	RAINBOW BLVD. 100 ft S/O WESTCLIFF DR. ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1730	-115.2440
7454I	RAINBOW BLVD. 100 ft S/O WESTCLIFF WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1729	-115.2447
8251I	RAMPART 100 ft S/O LAKE MEAD ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1991	-115.2827
7104I	RANCHO DRIVE 100 ft N/O CHARLESTON BLVD. ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1593	-115.1726
7469I	RANCHO DRIVE 100 ft N/O CHEYENNE AVE. ES	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2177	-115.2122

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7466I	RANCHO DRIVE 100 ft N/O CRAIG ROAD ES	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2401	-115.2327
7475I	RANCHO DRIVE 100 ft N/O DUNCAN DRIVE ES	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2278	-115.2215
7117I	RANCHO DRIVE 100 ft N/O MESQUITE AVENUE ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1737	-115.1730
7869I	RANCHO DRIVE 100 ft N/O SAHARA ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1449	-115.1730
7467I	RANCHO DRIVE 100 ft S/O CHEYENNE WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2168	-115.2121
7474I	RANCHO DRIVE 100 ft S/O JONES BLVD. WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2307	-115.2248
7470I	RANCHO DRIVE 100 ft S/O MICHAEL WAY WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2213	-115.2162
7483I	RANCHO DRIVE 100 ft S/O PAINTED DESERT WS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2434	-115.2364
7036I	SAHARA 100 ft E/O CHEVY PLACE NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1446	-115.1040
7459I	SAHARA 100 ft E/O DECATUR BLVD. NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1449	-115.2072
7440I	SAHARA 100 ft E/O TEDDY DRIVE SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1441	-115.1770
7003I	SAHARA 100 ft E/O VALLEY VIEW BLVD. SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1442	-115.1902
7614I	SAHARA 100 ft W/O 1800 E. SAHARA NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1446	-115.1258
7487I	SAHARA 100 ft W/O ATLANTIC ST. NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1445	-115.1148
7657I	SAHARA 100 ft W/O BURNHAM AVE. NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1447	-115.1237

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7442I	SAHARA 100 ft W/O LAS VEGAS BLVD. (L) NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1440	-115.1570
7443I	SAHARA 100 ft W/O LAS VEGAS BLVD. (R) NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1438	-115.1577
7465I	SAHARA 100 ft W/O VALLEY VIEW BLVD. NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1446	-115.1913
7121I	SEVENTH (7th) STREET 100 ft N/O FREMONT STREET ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1685	-115.1380
7103I	STEWART AVENUE 100 ft E/O 7TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1704	-115.1367
7161I	STEWART AVENUE 100 ft W/O 11TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1687	-115.1325
7481I	TORREY PINES 100 ft S/O ALEXANDER RD. ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2318	-115.2337
7043I	VALLEY VIEW 100 ft N/O PENNWOOD AVENUE ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1376	-115.1903
7156I	VEGAS DR. 100 ft E/O MANHATTAN DRIVE NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1887	-115.1732
7090I	VEGAS DR. 100 ft W/O TONOPAH AVENUE NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1887	-115.1705
7139I	WASHINGTON 100 ft DONNER WAY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1811	-115.2110
7129I	WASHINGTON 100 ft E/O MARTIN L. KING BL. SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1808	-115.1604
7141I	WASHINGTON 100 ft E/O SAYLOR WAY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1810	-115.2196
7140I	WASHINGTON 100 ft W/O MICHAEL WAY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1811	-115.2154
7119I	WASHINGTON 100 ft W/O RANCHO DRIVE NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1813	-115.1799

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7029I	WASHINGTON 100 ft W/O ROBIN STREET SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1809	-115.1748

Report Total: 121

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5316F~ 1	3rd Street 100 ft S/O Carson (L) WS	Leased	Outdoor			Las Vegas City	Clark County	Nevada		36.1688	-115.1441
9786F~ 2	3rd Street 100 ft S/O Carson (R) WS	Leased	Outdoor			Las Vegas City	Clark County	Nevada		36.1692	-115.1438
5144F	ALEXANDER 100 ft W/O RANCHO NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2328	-115.2271
5145F	ALEXANDER 100 ft W/O RHONDA NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2324	-115.2312
9979F	ALTA 100 ft E/O ALTAMIRA SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1663	-115.2554
5066F	ALTA 100 ft E/O ANTELOPE SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1663	-115.2505
9980F	ALTA 100 ft E/O CAPERTINO SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1662	-115.2452
9976F	ALTA 100 ft E/O CAPTAIN HILL SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1662	-115.2752
5046F	ALTA 100 ft E/O FALCON SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1659	-115.2150
5158F	ALTA 100 ft E/O MARTIN LUTHER KING SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1660	-115.1603
5195F	ALTA 100 ft E/O SHADOW LANE SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1660	-115.1651
9978F	ALTA 100 ft E/O STARBRIDGE SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1662	-115.2656
9977F	ALTA 100 ft E/O TOMSIK SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1662	-115.2708
5047F	ALTA 100 ft E/O VALLEY VIEW SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1661	-115.1922
9972F	ALTA 100 ft W/O 7800 WEST NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1668	-115.2606

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9973F	ALTA 100 ft W/O CARMEL PEAK NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1666	-115.2671
9974F	ALTA 100 ft W/O CIMARRON NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1667	-115.2692
5045F	ALTA 100 ft W/O FALCON NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1662	-115.2158
5044F	ALTA 100 ft W/O JONES NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1666	-115.2242
9975F	ALTA 100 ft W/O ROLAND WILEY NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1667	-115.2730
5049F	ALTA 100 ft W/O SHADOW LANE NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1665	-115.1658
5043F	ALTA 100 ft W/O SLAYTON SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1661	-115.2273
5048F	ALTA 100 ft W/O VALLEY VIEW NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1663	-115.1930
9971F	ALTA 100 ft W/O VASSAR NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1667	-115.2405
5219F	BALZAR 100 ft E/O COMSTOCK SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1993	-115.1650
5220F	BALZAR 100 ft W/O MARTIN LUTHER KING NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1995	-115.1613
5180F	BONANZA 100 ft E/O 30TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1734	-115.1068
9810F	BONANZA 100 ft E/O 9TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1738	-115.1335
5135F	BONANZA 100 ft E/O F STREET SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1771	-115.1489
5157F	BONANZA 100 ft E/O H STREET SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1771	-115.1516

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5292F	BONANZA 100 ft E/O LAS VEGAS BLVD. SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1743	-115.1366
5028F	BONANZA 100 ft E/O MARION SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1735	-115.0710
5023F	BONANZA 100 ft E/O MARYLAND SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1736	-115.1301
5024F	BONANZA 100 ft E/O McKNIGHT SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1735	-115.1119
5022F	BONANZA 100 ft W/O 9TH STREET NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1743	-115.1343
5029F	BONANZA 100 ft W/O ANIMAL KING VET. HOSPITAL NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9808F	BONANZA 100 ft W/O BRUCE NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1743	-115.1257
5134F	BONANZA 100 ft W/O D STREET NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1775	-115.1472
5025F	BONANZA 100 ft W/O HONOLULU NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1738	-115.0932
5026F	BONANZA 100 ft W/O HUBBARD NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1738	-115.0777
9753F	BONANZA 100 ft W/O POST OFFICE NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		0.0000	0.0000
5027F	BONANZA 100 ft W/O RODNEY NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1739	-115.0736
5006F	BRUCE 100 ft N/O FOREMASTER ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1866	-115.1248
5007F	BRUCE 100 ft N/O FOREMASTER WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1865	-115.1253
5005F	BRUCE 100 ft N/O SEARLES ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1853	-115.1249

Sites

Site Id	Description	Ownership Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5008F	BRUCE 100 ft N/O WASHINGTON WS	Leased	Outdoor	89101	Las Vegas City	Clark County	Nevada		36.1816	-115.1253
5311F	BUFFALO 100 ft S/O VEGAS DRIVE WS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.1884	-115.2602
9786F~ 3	Casino Center 100 ft N/O Charleston ES	Leased	Outdoor		Las Vegas City	Clark County	Nevada		36.1957	-115.2421
9847F	CASINO CENTER 100 ft S/O CARSON WS	Leased	Outdoor	89101	Las Vegas City	Clark County	Nevada		36.1694	-115.1451
9840F	CHARLESTON 100 ft E/O 10TH STREET SS	Leased	Outdoor	89101	Las Vegas City	Clark County	Nevada		36.1587	-115.1405
9828F	CHARLESTON 100 ft E/O CAHLAN SS	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1588	-115.1786
9827F	CHARLESTON 100 ft E/O CASHMAN SS	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1588	-115.1859
9826F	CHARLESTON 100 ft E/O EMERYWOOD SS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.1589	-115.2765
5061F	CHARLESTON 100 ft E/O MOHALK SS	Leased	Outdoor	89102	Las Vegas City	Clark County	Nevada		36.1590	-115.2147
5307F	CHARLESTON 100 ft E/O ODETTE SS	Leased	Outdoor	89117	Las Vegas City	Clark County	Nevada		36.1589	-115.2866
5060F	CHARLESTON 100 ft E/O WESTWIND SS	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1590	-115.2187
9841F	CHARLESTON 100 ft W/O 17TH STREET NS	Leased	Outdoor	89101	Las Vegas City	Clark County	Nevada		36.1590	-115.1293
5283F	CHARLESTON 100 ft W/O 8TH STREET SS	Leased	Outdoor	89104	Las Vegas City	Clark County	Nevada		36.1588	-115.1433
9822F	CHARLESTON 100 ft W/O ARVILLE NS	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1593	-115.1999
9848F	CHARLESTON 100 ft W/O BRUCE NS	Leased	Outdoor	89101	Las Vegas City	Clark County	Nevada		36.1590	-115.1255

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9821F	CHARLESTON 100 ft W/O CASHMAN NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1592	-115.1865
9825F	CHARLESTON 100 ft W/O DESERT LANE NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1590	-115.1618
9795F	CHARLESTON 100 ft W/O LAS VEGAS BLVD. (L) NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1590	-115.1478
9796F	CHARLESTON 100 ft W/O LAS VEGAS BLVD. (R) NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1590	-115.1476
9880F	CHARLESTON 100 ft W/O REDWOOD NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1593	-115.2394
9830F	CHARLESTON 100 ft W/O TONOPAH NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1590	-115.1704
9824F	CHARLESTON 100 ft W/O TORREY PINES NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1594	-115.2350
9823F	CHARLESTON 100 ft W/O UPLAND NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1594	-115.2197
5296F	CHEYENNE 100 ft E/O BUFFALO SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2181	-115.2602
9813F	CHEYENNE 100 ft E/O MICHAEL WAY SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2168	-115.2165
9811F	CHEYENNE 100 ft E/O RAMROD SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2176	-115.2365
5040F	CHEYENNE 100 ft E/O WHI5PERING WILLOW SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2169	-115.2289
9797F	CHEYENNE 100 ft W/O BUFFALO NS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2184	-115.2608
9915F	CIMARRON 100 ft S/O VEGAS (L) ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1884	-115.2691
9916F	CIMARRON 100 ft S/O VEGAS (R) ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1883	-115.2691

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5218F	COMSTOCK 100 ft N/O BALZAR ES	Leased	Outdoor		89106	North Las Vegas	Clark County	Nevada		36.1997	-115.1652
9747F	D STREET 100 ft S/O ADAMS WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1817	-115.1471
9746F	D STREET 100 ft S/O JACKSON WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1857	-115.1472
5062F	DECATUR 100 ft N/O WESTMORELAND ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1853	-115.2059
9849F	DECATUR 100 ft S/O ALPINE ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1597	-115.2057
9816F	DECATUR 100 ft S/O EUGENE WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1988	-115.2061
9895F	DURANGO 100 ft N/O BOSEK ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1631	-115.2778
5018F	EASTERN 100 ft N/O CEDAR WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1704	-115.1162
5015F	EASTERN 100 ft N/O ISABELLE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1633	-115.1157
5017F	EASTERN 100 ft N/O KIRK WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1781	-115.1163
5016F	EASTERN 100 ft N/O SEARLES ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1852	-115.1160
5014F	EASTERN 100 ft N/O ST. LOUIS ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1485	-115.1185
5020F	EASTERN 100 ft S/O FRANKLIN WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1549	-115.1191
9792F	EASTERN 100 ft S/O OAKLEY WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1515	-115.1190
9791F	EASTERN 100 ft S/O ST. LOUIS WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1480	-115.1190

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5019F	EASTERN 100 ft S/O SUNRISE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1620	-115.1162
9842F	FOURTH (4TH) STREET 100 ft N/O BONNEVILLE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1641	-115.1454
5089F	FREMONT STREET 100 ft E/O 21ST ST. SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1604	-115.1205
5088F	FREMONT STREET 100 ft E/O BRUCE SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1623	-115.1248
5090F	FREMONT STREET 100 ft N/O CASTAWAY RV PARK WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1563	-115.1138
5091F	FREMONT STREET 100 ft N/O MOJAVE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1504	-115.1061
9884F	GOWAN 100 ft E/O CIMARRON SS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2257	-115.2692
9882F	GOWAN 100 ft E/O EL CAPITAN SS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2260	-115.2878
9885F	GOWAN 100 ft E/O VALADEZ SS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2257	-115.2670
9883F	GOWAN 100 ft E/O WINDY BLUFF SS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2258	-115.2730
9935F	GRAND CANYON 100 ft N/O JAMBOREE ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1351	-115.3061
9832F	GRAND CANYON 100 ft N/O POLO GREENS ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9936F	GRAND CANYON 100 ft N/O STELLAR VIEW AVE. ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1387	-115.3063
9750F	H STREET 100 ft N/O MCWILLIAMS ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1800	-115.1517
9751F	H STREET 100 ft S/O MCWILLIAMS WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1794	-115.1522

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9982F	INDUSTRIAL RD 100 ft N/O NORTH BRIDGE LANE ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1445	-115.1643
9983F	INDUSTRIAL RD 100 ft S/O ST. LOUIS ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1483	-115.1616
9886F	JONES 100 ft N/O ALTA ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1668	-115.2235
5063F	JONES 100 ft N/O ALTA WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1669	-115.2240
9891F	JONES 100 ft N/O CARL ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1924	-115.2238
9890F	JONES 100 ft N/O CARMEN ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1850	-115.2237
9957F	JONES 100 ft N/O EUGENE WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1990	-115.2241
5064F	JONES 100 ft N/O EVERGREEN WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1635	-115.2242
9887F	JONES 100 ft N/O FAIRWOOD ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1713	-115.2238
9888F	JONES 100 ft N/O GRANADA ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1789	-115.2237
9892F	JONES 100 ft N/O HEATHER MIST WAY ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2152	-115.2252
9889F	JONES 100 ft S/O CARMEN WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1842	-115.2243
9838F	JONES 100 ft S/O DAYTON WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1701	-115.2243
9893F	JONES 100 ft S/O HEATHER MIST WAY WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2145	-115.2257
9881F	JONES O'BANNON WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1480	-115.2258

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5215F	KINGS WAY 100 ft W/O TEDDY DR. NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1420	-115.1780
5197F	LAKE MEAD 100 ft E/O COMSTOCK SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1955	-115.1649
5156F	LAKE MEAD 100 ft W/O CONCORD NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1961	-115.1568
9814F	LAKE MEAD 100 ft W/O MADELINE NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1974	-115.2027
5152F	LAKE MEAD 100 ft W/O REVERE NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1960	-115.1523
9879F	LAKE MEAD BOOKBINDER NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1962	-115.2354
9869F	LAMB @ NEVADA CARPENTERS HALL WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9867F	LAMB 100 ft S/O BALLERINA WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9870F	LAMB 100 ft S/O ELM WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1677	-115.0807
5306F	LAMB 100 ft S/O GLACIER ES	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9868F	LAMB 100 ft S/O HALBERT WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1760	-115.0806
9871F	LAMB 100 ft S/O SUNRISE WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1627	-115.0806
5159F	MAIN STREET 100 ft N/O FOREMASTER ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1871	-115.1362
5165F	MAIN STREET 100 ft N/O OAKLEY ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1515	-115.1540
9843F	MAIN STREET 100 ft N/O OGDEN ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1730	-115.1454

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5160F	MAIN STREET 100 ft N/O OWENS WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1888	-115.1353
5192F	MAIN STREET 100 ft N/O PAIUTE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1851	-115.1374
5161F	MAIN STREET 100 ft N/O PAIUTE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1851	-115.1378
9845F	MAIN STREET 100 ft N/O STEWART (C) ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1744	-115.1446
9844F	MAIN STREET 100 ft N/O STEWART (L) ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1745	-115.1444
9846F	MAIN STREET 100 ft N/O STEWART (R) ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1741	-115.1447
5216F	MAIN STREET 100 ft N/O WASHINGTON ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1816	-115.1397
5163F	MAIN STREET 100 ft N/O WYOMING ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1526	-115.1590
5164F	MAIN STREET 100 ft N/O WYOMING WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1527	-115.1592
5155F	MARTIN L. KING 100 ft N/O BALZAR WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1996	-115.1610
9873F	MARTIN L. KING 100 ft N/O MINERAL WAY ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1738	-115.1605
5136F	MARTIN L. KING 100 ft N/O PINTO ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1645	-115.1607
5142F	MARTIN L. KING 100 ft N/O PRIME CABLE ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1684	-115.1607
9987F	MARTIN L. KING 100 ft N/O SEARS HOME LIFE WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1765	-115.1611
5143F	MARTIN L. KING 100 ft N/O WALKER FURNITURE ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1708	-115.1606

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9741F	MARTIN L. KING 100 ft S/O LAKE MEAD WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1953	-115.1612
5003F	MARYLAND PKWY. 100 ft N/O FREMONT STREET ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1661	-115.1322
5004F	MARYLAND PKWY. 100 ft N/O MESQUITE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1694	-115.1297
5009F	MARYLAND PKWY. 100 ft N/O MESQUITE WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1696	-115.1300
5010F	MARYLAND PKWY. 100 ft N/O STEWART WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1680	-115.1301
9788F	MARYLAND PKWY. 100 ft S/O ALMOND TREE WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1453	-115.1373
9819F	MARYLAND PKWY. 100 ft S/O FRANKLIN ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1549	-115.1364
9789F	MARYLAND PKWY. 100 ft S/O OAKLEY WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1512	-115.1373
5191F	MCLEOD 100 ft N/O SCARLET OAK WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1476	-115.1101
9864F	NELLIS BLVD. @ ADOBE SPRINGS WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		0.0000	0.0000
5185F	NELLIS BLVD. 100 ft N/O MONROE WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1855	-115.0625
9863F	NELLIS BLVD. 100 ft S/O BONANZA WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1735	-115.0625
9865F	NELLIS BLVD. 100 ft S/O STEWART (MID) WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1657	-115.0623
9862F	NELLIS BLVD. 100 ft S/O WASHINGTON WS	Leased	Outdoor		89118	Las Vegas City	Clark County	Nevada		36.1810	-115.0625
9904F	OAKLEY @ RAINBOW FAMILY PARK SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1514	-115.2480

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9902F	OAKEY 100 ft E/O BUFFALO SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1512	-115.2613
9897F	OAKEY 100 ft E/O DURANGO SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1513	-115.2791
9939F	OAKEY 100 ft E/O IVANHOE SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1513	-115.1686
9944F	OAKEY 100 ft E/O LOS ALTOS SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1515	-115.1958
9905F	OAKEY 100 ft E/O RAINBOW SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1515	-115.2427
9907F	OAKEY 100 ft E/O REDWOOD SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1515	-115.2384
9956F	OAKEY 100 ft E/O VERDE JARDIN WAY SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1514	-115.2273
9946F	OAKEY 100 ft W/O ARVILLE NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1520	-115.2001
9901F	OAKEY 100 ft W/O BUFFALO NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1516	-115.2621
9943F	OAKEY 100 ft W/O CAMPBELL NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1520	-115.1838
9945F	OAKEY 100 ft W/O LOS ALTOS NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1519	-115.1967
9906F	OAKEY 100 ft W/O REDWOOD NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1519	-115.2391
9937F	OAKEY 100 ft W/O SANDESTIN APARTMENTS NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9903F	OAKEY 100 ft W/O TENAYA NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1518	-115.2530
9908F	OAKEY 100 ft W/O TORREY PINES NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1520	-115.2349

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9938F	OAKEY 100 ft W/O VERDE JARDIN NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1521	-115.2279
9898F	OAKEY GAGNIER NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1518	-115.2751
5223F	OGDEN 100 ft E/O 11TH STREET SS	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
5052F	OWENS 100 ft E/O 21ST STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1883	-115.1204
5183F	OWENS 100 ft E/O 4541 EAST OWENS SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1882	-115.0742
5053F	OWENS 100 ft E/O ARTHUR SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1882	-115.1107
5153F	OWENS 100 ft E/O D STREET SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1883	-115.1469
5154F	OWENS 100 ft E/O DAVIS SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1881	-115.1373
5057F	OWENS 100 ft E/O GATEWAY SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1881	-115.0865
5051F	OWENS 100 ft E/O HOOVER SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1883	-115.1272
5058F	OWENS 100 ft E/O LAMB SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1883	-115.0795
5050F	OWENS 100 ft E/O LAS VEGAS BLVD. SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1881	-115.1336
5059F	OWENS 100 ft E/O MARY JANE SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1883	-115.0672
5190F	OWENS 100 ft E/O MOJAVE SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1880	-115.1067
5054F	OWENS 100 ft E/O PALMER SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1880	-115.1027

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5056F	OWENS 100 ft E/O SANDHILL SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1881	-115.0887
5055F	OWENS 100 ft E/O STEVENS SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1880	-115.0918
5184F	OWENS 100 ft E/O THATA WAY SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1882	-115.0719
5097F	OWENS 100 ft W/O NELLIS SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1885	-115.0626
9787F	PARADISE RD. 100 ft N/O SAHARA ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1441	-115.1544
5175F	PECOS 100 ft N/O DIAMOND HEAD ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1717	-115.0981
5174F	PECOS 100 ft N/O DIAMOND HEAD WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1718	-115.0984
5176F	PECOS 100 ft N/O FOLAGE ES	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1781	-115.0982
5177F	PECOS 100 ft N/O FREEDOM PARK WS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1801	-115.0984
5179F	PECOS 100 ft N/O MADAMA ES	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1851	-115.0982
5173F	PECOS 100 ft N/O PECOS MOBILE HOME PARK ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		0.0000	0.0000
5172F	PECOS 100 ft N/O SPECTRUM VILLAGE ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		0.0000	0.0000
5178F	PECOS 100 ft S/O WASHINGTON WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1806	-115.0984
9833F	RAINBOW 100 ft N/O RIVERDALE ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2301	-115.2421
5167F	RAINBOW 100 ft S/O ANN ROAD WS	Leased	Outdoor		89131	Las Vegas City	Clark County	Nevada		36.2629	-115.2425

Sites

Site Id	Description	Ownership Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9786F	RAINBOW 100 ft S/O LAKE MEAD WS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.1957	-115.2421
9834F	RAINBOW 100 ft S/O RED COACH WS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.2440	-115.2424
9934F	RAINBOW 100 ft S/O WASHINGTON WS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.1809	-115.2425
9835F	RAINBOW 100 ft S/O WILD BOB'S WAY WS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.2362	-115.2424
9831F	RANCHO @ QUICK CARE CENTER WS	Leased	Outdoor	89102	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9860F	RANCHO 100 ft N/O PALOMINO ES	Leased	Outdoor	89106	Las Vegas City	Clark County	Nevada		36.1628	-115.1725
5170F	RANCHO 100 ft N/O RIVERSIDE ES	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1854	-115.1829
5169F	RANCHO 100 ft N/O RIVERSIDE WS	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1852	-115.1833
9877F	RANCHO 100 ft N/O SAHARA ES	Leased	Outdoor	89102	Las Vegas City	Clark County	Nevada		36.1448	-115.1730
9876F	RANCHO 100 ft N/O TURQUOISE ES	Leased	Outdoor	89106	Las Vegas City	Clark County	Nevada		36.1875	-115.1848
9798F	RANCHO 100 ft S/O CHARLESTON WS	Leased	Outdoor	89102	Las Vegas City	Clark County	Nevada		36.1585	-115.1731
5182F	RANCHO 100 ft S/O EL CAMINO WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1461	-115.1733
9878F	RANCHO 100 ft S/O LLEWELLYN WS	Leased	Outdoor	89102	Las Vegas City	Clark County	Nevada		36.1545	-115.1731
9859F	RANCHO 100 ft S/O OAKEY WS	Leased	Outdoor	89102	Las Vegas City	Clark County	Nevada		36.1513	-115.1732
5168F	RANCHO 100 ft S/O VEGAS WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1882	-115.1860

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5213F	RANCHO N/O MESQUITE WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1738	-115.1736
5217F	SAHARA 100 ft E/O LAS VERDES SS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1443	-115.1936
9820F	SAHARA 100 ft W/O ALMOND TREE NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1444	-115.1392
9914F	SAHARA 100 ft W/O ARENAS NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1447	-115.1953
5299F	SAHARA 100 ft W/O CANYON GATE NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1443	-115.2830
5300F	SAHARA 100 ft W/O CRYSTAL WATER(LAKES PARK) NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1443	-115.2880
9836F	SAHARA 100 ft W/O DECATUR (L) NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1447	-115.2088
9837F	SAHARA 100 ft W/O DECATUR (R) NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1447	-115.2084
5298F	SAHARA 100 ft W/O DURANGO NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1443	-115.2794
9818F	SAHARA 100 ft W/O EDMOND STREET NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1447	-115.2128
5301F	SAHARA 100 ft W/O LAKES BUSINESS PARK ENT. NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1443	-115.2884
9866F	SAHARA 100 ft W/O MARONEY NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1445	-115.1350
5013F	SAHARA 100 ft W/O SPENCER NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1446	-115.1278
9790F	SAHARA 100 ft W/O TENAYA @7490 East Sahara NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1441	-115.2525
5297F	SAHARA 100 ft W/O TENAYA NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1441	-115.2522

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5196F	SHADOW LANE 100 ft N/O ALTURAS ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1601	-115.1653
9812F	SMOKE RANCH 100 ft E/O MAVERICK SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2029	-115.2281
9815F	SMOKE RANCH 100 ft E/O MICHAEL WAY SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2027	-115.2145
5092F	STEWART 100 ft E/O 30TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1662	-115.1070
5031F	STEWART 100 ft E/O GREENBROOK SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1662	-115.0664
5035F	STEWART 100 ft E/O LAMB SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1661	-115.0801
5032F	STEWART 100 ft E/O MARION SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1662	-115.0710
5093F	STEWART 100 ft E/O MOJAVE SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1661	-115.1051
5033F	STEWART 100 ft E/O PAGE SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1661	-115.0756
5036F	STEWART 100 ft E/O RONALD SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1660	-115.0862
5038F	STEWART 100 ft E/O RULEN A. EARL M.H.P. SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9809F	STEWART 100 ft W/O 21ST STREET NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1666	-115.1209
5094F	STEWART 100 ft W/O 30TH ST. NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1665	-115.1075
5021F	STEWART 100 ft W/O 7TH STREET NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1708	-115.1372
5011F	STEWART 100 ft W/O 8TH STREET NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1703	-115.1359

Sites

Site Id	Description	Ownership Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5039F	STEWART 100 ft W/O BONANZA VILLAGE M.H.P. NS	Leased	Outdoor	89110	Las Vegas City	Clark County	Nevada		0.0000	0.0000
5030F	STEWART 100 ft W/O GREENBROOK NS	Leased	Outdoor	89110	Las Vegas City	Clark County	Nevada		36.1666	-115.0668
5034F	STEWART 100 ft W/O PAGE NS	Leased	Outdoor	89110	Las Vegas City	Clark County	Nevada		36.1665	-115.0761
5037F	STEWART 100 ft W/O SANDHILL NS	Leased	Outdoor	89110	Las Vegas City	Clark County	Nevada		36.1663	-115.0895
9962F	TORREY PINES 100 ft N/O BALZAR WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1997	-115.2331
9966F	TORREY PINES 100 ft N/O BROOKS WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2143	-115.2339
9960F	TORREY PINES 100 ft N/O CARL WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1909	-115.2333
9958F	TORREY PINES 100 ft N/O CARMEN ES	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1851	-115.2345
9954F	TORREY PINES 100 ft N/O CARMEN WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1851	-115.2346
9970F	TORREY PINES 100 ft N/O GOWAN ES	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2253	-115.2338
9969F	TORREY PINES 100 ft N/O GOWAN WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2253	-115.2340
9955F	TORREY PINES 100 ft N/O GROVE HILL WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1827	-115.2339
9968F	TORREY PINES 100 ft N/O JORY ES	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2367	-115.2337
9961F	TORREY PINES 100 ft N/O LANNING ES	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1936	-115.2329
9965F	TORREY PINES 100 ft N/O PEAK WS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2107	-115.2337

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9964F	TORREY PINES 100 ft N/O URSUS DR. ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2073	-115.2331
5041F	TORREY PINES 100 ft N/O URSUS WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2073	-115.2334
9959F	TORREY PINES 100 ft N/O VEGAS DR. ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1888	-115.2330
5151F	TORREY PINES 100 ft N/O WASHINGTON ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1813	-115.2330
9850F	VALLEY VIEW 100 ft N/O ALTA ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1668	-115.1924
9856F	VALLEY VIEW 100 ft N/O EL CAMINO ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1468	-115.1906
9857F	VALLEY VIEW 100 ft N/O EL CONLON ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1431	-115.1906
9854F	VALLEY VIEW 100 ft N/O EL CORTEZ ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1508	-115.1905
9872F	VALLEY VIEW 100 ft N/O LA PASADA ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1482	-115.1907
9855F	VALLEY VIEW 100 ft S/O CORTEZ WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1501	-115.1910
9852F	VALLEY VIEW 100 ft S/O FULTON WS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1626	-115.1927
9853F	VALLEY VIEW 100 ft S/O MOUNTAIN VIEW WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1542	-115.1910
9858F	VALLEY VIEW 100 ft S/O SAN JOANQUIN WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1409	-115.1908
9927F	VEGAS @ LIFE CARE SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		0.0000	0.0000
9923F	VEGAS 100 ft E/O AMELIA WAY SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1885	-115.2384

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9917F	VEGAS 100 ft E/O GLEESON SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1886	-115.2643
9996F	VEGAS 100 ft E/O LAURELHURST SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1880	-115.2086
9919F	VEGAS 100 ft E/O PIONEER SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1886	-115.2554
9920F	VEGAS 100 ft E/O TENAYA SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1886	-115.2509
9925F	VEGAS 100 ft E/O TORREY PINES SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1885	-115.2330
5067F	VEGAS 100 ft E/O VALLEY SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1882	-115.1959
9921F	VEGAS 100 ft E/O WINTERGREEN SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1886	-115.2486
9997F	VEGAS 100 ft W/O CORDOBA NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1884	-115.2024
5137F	VEGAS 100 ft W/O CREST HAVEN NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1887	-115.2263
5166F	VEGAS 100 ft W/O DECATUR NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1885	-115.2070
9918F	VEGAS 100 ft W/O PACIFIC TERRACE NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1889	-115.2564
5140F	VEGAS 100 ft W/O RAINBOW NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1887	-115.2425
9922F	VEGAS 100 ft W/O ROCKSPRINGS NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1888	-115.2469
5138F	VEGAS 100 ft W/O ROYAL PALM NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1889	-115.2520
9994F	VEGAS 100 ft W/O SAYLOR NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1885	-115.2203

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9995F	VEGAS 100 ft W/O SHADOW MOUNTAIN NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1884	-115.2164
9926F	VEGAS 100 ft W/O TORREY PINES NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1887	-115.2333
9998F	VEGAS 100 ft W/O VALLEY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1885	-115.1965
9929F	WASHINGTON @ CHARLESTON HEIGHTS CHURCH SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		0.0000	0.0000
5188F	WASHINGTON 100 ft E/O 28TH STREET SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1810	-115.1119
5083F	WASHINGTON 100 ft E/O BRIDGEWATER SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1807	-115.0841
9952F	WASHINGTON 100 ft E/O BUFFALO SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1812	-115.2595
5087F	WASHINGTON 100 ft E/O EASTERN SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1810	-115.1157
9986F	WASHINGTON 100 ft E/O FAIRWAY SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1809	-115.1974
5080F	WASHINGTON 100 ft E/O GREEN BANK SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1810	-115.0728
5078F	WASHINGTON 100 ft E/O GREENBROOK SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1812	-115.0663
9988F	WASHINGTON 100 ft E/O HOGAN SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1809	-115.1995
9993F	WASHINGTON 100 ft E/O JONES NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1809	-115.2235
5082F	WASHINGTON 100 ft E/O LAMB SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1806	-115.0800
5187F	WASHINGTON 100 ft E/O LENA SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1808	-115.1014

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9948F	WASHINGTON 100 ft E/O MAGESTIC ROCK SS	Leased	Outdoor		89123	Las Vegas City	Clark County	Nevada		36.1811	-115.2471
5147F	WASHINGTON 100 ft E/O MAGNOLIA SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1810	-115.1832
5086F	WASHINGTON 100 ft E/O MOJAVE SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1809	-115.1069
5310F	WASHINGTON 100 ft E/O PARKHURST SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1806	-115.0939
5079F	WASHINGTON 100 ft E/O PEBBLE BROOK SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1811	-115.0687
5085F	WASHINGTON 100 ft E/O PECOS SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1807	-115.0980
9933F	WASHINGTON 100 ft E/O PURCELL SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1810	-115.2387
9800F	WASHINGTON 100 ft E/O RAINBOW (L) SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1811	-115.2417
9801F	WASHINGTON 100 ft E/O RAINBOW SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1811	-115.2420
5084F	WASHINGTON 100 ft E/O SANDHILL SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1806	-115.0889
5081F	WASHINGTON 100 ft E/O STAINED GLASS SS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1808	-115.0759
5149F	WASHINGTON 100 ft E/O TWIN LAKES DR. SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1811	-115.1877
9981F	WASHINGTON 100 ft E/O VALLEY VIEW SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1811	-115.1922
9985F	WASHINGTON 100 ft W/O ANN NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1812	-115.1970
5148F	WASHINGTON 100 ft W/O BAKER NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1814	-115.1864

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
9755F	WASHINGTON 100 ft W/O COMSTOCK SS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1810	-115.1658
9932F	WASHINGTON 100 ft W/O CONFETTI GARDENS NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1812	-115.2364
5068F	WASHINGTON 100 ft W/O ELLIS NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1813	-115.1091
5070F	WASHINGTON 100 ft W/O GREENBANK NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1812	-115.0732
5069F	WASHINGTON 100 ft W/O GREENBROOK NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1814	-115.0668
9930F	WASHINGTON 100 ft W/O GREYSTONE NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1810	-115.2297
9928F	WASHINGTON 100 ft W/O JONES NS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1809	-115.2241
5072F	WASHINGTON 100 ft W/O LAMB NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1811	-115.0806
9984F	WASHINGTON 100 ft W/O LANGTRY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1812	-115.1953
5189F	WASHINGTON 100 ft W/O MEYER NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1812	-115.1107
5077F	WASHINGTON 100 ft W/O MOJAVE NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1812	-115.1075
5075F	WASHINGTON 100 ft W/O PARKHURST NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1810	-115.0943
5076F	WASHINGTON 100 ft W/O PECOS NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1811	-115.0986
5146F	WASHINGTON 100 ft W/O SAHARA WAY NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1813	-115.1827
5074F	WASHINGTON 100 ft W/O SANDHILL NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1811	-115.0894

Sites

Site Id	Description	Ownership Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
5073F	WASHINGTON 100 ft W/O STAFFORDSHIRE NS	Leased	Outdoor	89110	Las Vegas City	Clark County	Nevada		36.1810	-115.0834
5071F	WASHINGTON 100 ft W/O STAINED GLASS NS	Leased	Outdoor	89110	Las Vegas City	Clark County	Nevada		36.1811	-115.0762
5186F	WASHINGTON 100 ft W/O STATTES NS	Leased	Outdoor	89106	Las Vegas City	Clark County	Nevada		36.1812	-115.1050
9949F	WASHINGTON 100 ft W/O TENAYA NS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.1815	-115.2513
9931F	WASHINGTON 100 ft W/O TORREY PINES NS	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1811	-115.2337
9951F	WASHINGTON 100 ft W/O TRANSOM NS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.1815	-115.2540
5150F	WASHINGTON 100 ft W/O WOODBRIDGE NS	Leased	Outdoor	89106	Las Vegas City	Clark County	Nevada		36.1813	-115.1911
9894F	WESTCLIFF 100 ft E/O DURANGO NS	Leased	Outdoor	89117	Las Vegas City	Clark County	Nevada		36.1738	-115.2777

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Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
8010I	ALTA 100 ft W/O BUFFALO NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1666	-115.2603
8235I	ALTA 100 ft W/O MARTIN LUTHER KING NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1664	-115.1613
8236I	ALTA 100 ft W/O MARTIN LUTHER KING NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1664	-115.1616
8009I	ALTA 100 ft W/O RAINBOW BLVD. NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1666	-115.2448
8253I	BONANZA ROAD 100 ft W/O 4200 EAST NS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1742	-115.1172
8321I	BONANZA ROAD 100 ft W/O H STREET NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1773	-115.1526
8315I	BONANZA ROAD 100 ft W/O LAMB NS	Leased	Outdoor		89110	Las Vegas City	Clark County	Nevada		36.1737	-115.0810
7865I	BONANZA ROAD 100 ft W/O TONOPAH NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1773	-115.1703
7887I	BUFFALO 100 ft N/O CHARLESTON ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1596	-115.2621
8328	CAREY AVE. 100 ft E/O MARTIN L KING SS	Owned	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.2029	-115.1587
8322I	CENTENNIAL CENTER BLVD. 100 ft E/O U.S. 95 ENTRANCE WS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2780	-115.2667
8323I	CENTENNIAL CENTER BLVD. 100 ft S/O TROIICAL WS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2770	-115.2693
7985I	CHARLESTON @ COMMUNITY COLLEGE SS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1590	-115.2324
8013I	CHARLESTON 100 ft E/O ANTELOPE SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1590	-115.2500
7888I	CHARLESTON 100 ft E/O 8UFFALO SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1589	-115.2619

Sites

Site Id	Description	Ownership Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7958I	Charleston 100 ft E/O Jones SS	Leased	Outdoor		Las Vegas City	Clark County	Nevada		36.1590	-115.2220
8012I	CHARLESTON 100 ft E/O WARBONNET SS	Leased	Outdoor	89117	Las Vegas City	Clark County	Nevada		36.1589	-115.2665
8316I	CHARLESTON 100 ft W/O BUFFALO NS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.1593	-115.2629
8014I	CHARLESTON 100 ft W/O DECATUR NS	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1593	-115.2063
7896I	CHARLESTON 100 ft W/O DURANGO NS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.1593	-115.2808
8190I	CHARLESTON 100 ft W/O MOHAWK NS	Leased	Outdoor	89107	Las Vegas City	Clark County	Nevada		36.1595	-115.2153
7897I	CHARLESTON 100 ft W/O PALMHURST NS	Leased	Outdoor	89128	Las Vegas City	Clark County	Nevada		36.1593	-115.2554
7984I	CHARLESTON PALMHURST SS	Leased	Outdoor	89117	Las Vegas City	Clark County	Nevada		36.1589	-115.2550
7974I	CHARLESTON SCHOLL DR. SS	Leased	Outdoor	89146	Las Vegas City	Clark County	Nevada		36.1590	-115.2370
7994I	CHEYENNE 100 ft E/O JONES SS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2167	-115.2254
7999I	CHEYENNE 100 ft E/O MIRAMAR SS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2168	-115.2211
7996I	CHEYENNE 100 ft E/O TERRY STREET SS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2168	-115.2209
7991I	CHEYENNE 100 ft E/O TORREY PINES SS	Leased	Outdoor	89108	Las Vegas City	Clark County	Nevada		36.2173	-115.2337
8028I	CHEYENNE 100 ft W/O CHELMSFORD NS	Leased	Outdoor	89134	Las Vegas City	Clark County	Nevada		36.2184	-115.2866
7909I	CHEYENNE 100 ft W/O CIMARRON NS	Leased	Outdoor	89129	Las Vegas City	Clark County	Nevada		36.2185	-115.2654

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7998I	CHEYENNE 100 ft W/O DECATUR NS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2175	-115.2080
7995I	CHEYENNE 100 ft W/O JONES NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2170	-115.2262
8057I	CHEYENNE 100 ft W/O MICHAEL WAY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2172	-115.2165
7997I	CHEYENNE 100 ft W/O RANCHO NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2173	-115.2128
7947I	CHEYENNE 100 ft W/O SOARING GULLS NS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2186	-115.2746
7907I	CHEYENNE 100 ft W/O TENAYA NS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2184	-115.2520
7992I	CHEYENNE 100 ft W/O TORREY PINES NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2177	-115.2344
8031I	CRAIG 100 ft E/O BRADLEY SS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2386	-115.2164
7877I	D STREET 100 ft N/O FREDRICK ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1928	-115.1473
7874I	D STREET 100 ft N/O MADISON ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1843	-115.1469
7876I	D STREET 100 ft N/O OWENS ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1887	-115.1471
7875I	D STREET 100 ft S/O OWENS WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1882	-115.1474
8084I	DECATUR 100 ft S/O CARMEN WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1827	-115.2064
8193I	DECATUR 100 ft S/O LAKE MEAD WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1952	-115.2063
7988I	DECATUR 100 ft S/O RANCHO WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2093	-115.2058

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
8021I	DESERT INN 100 ft W/O CRYSTAL WATER NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1298	-115.2888
8020I	DESERT INN 100 ft W/O CUTTY SARK NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1298	-115.2859
8022I	DESERT INN 100 ft W/O HIDDEN CANYON NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1299	-115.2928
8086I	DESERT INN 100 ft W/O SURFLINE NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1300	-115.3023
8085I	DESERT INN 100 ft W/O VENTANA HILLS NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1300	-115.2974
	DOWNTOWN TRANSPORT CENTER 100 ft MAIN ENTRANCE	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
	DOWNTOWN TRANSPORT CENTER 100 ft MCDONALDS ENTRANCE	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
	DOWNTOWN TRANSPORT CENTER 100 ft NORTH PLAZA GATE 14/15	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
	DOWNTOWN TRANSPORT CENTER 100 ft NORTH PLAZA GATE 27/29	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
	DOWNTOWN TRANSPORT CENTER 100 ft WEST PLAZA GATE 7/8	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
	DOWNTOWN TRANSPORT CENTER 100 ft WEST PLAZA STRIP UNLOAD	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3000F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3001F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3002F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3003F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
3004F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3005F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3006F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3007F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3008F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
3009F	DTC BUILDING 100 ft CASINO CENTER/STEWART	Leased	Outdoor			Las Vegas City	Clark County	Nevada		0.0000	0.0000
8192I	DURANGO 100 ft N/O CHARLESTON ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1595	-115.2800
8023I	DURANGO 100 ft N/O DEL REY ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1540	-115.2797
7884I	DURANGO 100 ft N/O SHOOTING ARROW ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1660	-115.2778
7889I	DURANGO 100 ft N/O SONETO ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1572	-115.2800
7885I	DURANGO 100 ft N/O VENETIA STRATA ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1703	-115.2777
7890I	DURANGO 100 ft S/O ELDORA WS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1401	-115.2791
7941I	DURANGO 100 ft S/O LUNDSFORD WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1705	-115.2780
7975I	DURANGO 100 ft S/O PADDLE WHEEL WS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1346	-115.2792
7891I	DURANGO 100 ft S/O PURPLE FLOWER WS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1311	-115.2792

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7926I	DURANGO 100 ft S/O SAHARA WS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1433	-115.2792
8147I	EASTERN 100 ft S/O KIRK WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1778	-115.1164
8218I	EASTERN 100 ft S/O ST. LOUIS WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1480	-115.1190
7883I	FORT APACHE 100 ft N/O PECOLE STRADA ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1538	-115.2926
7882I	FORT APACHE 100 ft N/O RED HILLS ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1512	-115.2949
8044I	GOWAN 100 ft E/O CAMPBELL SS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2260	-115.2925
8043I	GOWAN 100 ft E/O FORT APACHE SS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2260	-115.2971
7892I	GRAND CANYON 100 ft N/O DESERT INN ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1301	-115.3061
7893I	GRAND CANYON 100 ft N/O GREAT BEND ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1324	-115.3064
7894I	GRAND CANYON 100 ft N/O PREAKNESS PASS ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1472	-115.3067
8143I	GRAND CANYON 100 ft S/O LAKE NORTH ES	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1405	-115.3060
7966I	H STREET 100 ft N/O BONANZA ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1777	-115.1517
7880I	H STREET 100 ft N/O MONROE ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1852	-115.1518
7967I	H STREET 100 ft N/O OWENS ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1889	-115.1518
7866I	H STREET 100 ft N/O WASHINGTON ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1811	-115.1517

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7879I	H STREET 100 ft S/O DOOLITTLE WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1919	-115.1517
7939I	H STREET 100 ft S/O JACKSON WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1857	-115.1520
7878I	H STREET 100 ft S/O LAKE MEAD WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1955	-115.1520
7881I	H STREET 100 ft S/O WASHINGTON WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1806	-115.1520
7954I	JONES 100 ft N/O EUGENE ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1991	-115.2236
8102I	JONES 100 ft N/O EVERGREEN ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1634	-115.2237
7977I	JONES 100 ft N/O WASHBURN ES	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2540	-115.2252
8000I	JONES 100 ft S/O CHEYENNE WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2164	-115.2259
7953I	JONES 100 ft S/O LONE MOUNTAIN WS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2462	-115.2258
8223I	LAKE MEAD 100 ft E/O SAYLOR WAY SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1956	-115.2197
7987I	LAKE MEAD 100 ft E/O SHADOW MOUNTAIN SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1956	-115.2162
7964I	LAKE MEAD 100 ft E/O SUMMIT HILL LN SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1956	-115.1708
8191I	LAKE MEAD 100 ft W/O @ 7470 WEST (FS TENAYA) NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1963	-115.2526
7901I	LAKE MEAD 100 ft W/O BUFFALO NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1963	-115.2609
8306I	LAKE MEAD 100 ft W/O DECATUR NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1957	-115.2065

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7986I	LAKE MEAD 100 ft W/O MICHAEL WAY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1958	-115.2152
8042I	LAS VEGAS BLVD. N. 100 ft N/O BONANZA WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1752	-115.1371
8017I	LAS VEGAS BLVD. N. 100 ft N/O BRIDGER ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1671	-115.1420
8046I	LAS VEGAS BLVD. N. 100 ft S/O BRIDGER (L) WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1666	-115.1426
8045I	LAS VEGAS BLVD. N. 100 ft S/O BRIDGER (R) WS	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1668	-115.1424
7210I	LAS VEGAS BLVD. N. 100 ft S/O MAIN ST WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1483	-115.1546
8327	LAS VEGAS BLVD. N. N/O WASHINGTON ES	Leased	Outdoor		89101	Las Vegas City	Clark County	Nevada		36.1814	-115.1341
8018I	LAS VEGAS BLVD. N. PARK PASEO WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1571	-115.1490
7952I	LONE MOUNTAIN 100 ft E/O BANNISTER SS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2465	-115.2274
7949I	LONE MOUNTAIN 100 ft E/O RANCHO SS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2473	-115.2379
7873I	MARTIN L. KING 100 ft N/O LAKE MEAD BLVD. ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1961	-115.1606
8144I	MARTIN L. KING 100 ft N/O VEGAS DR (R) WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1893	-115.1610
8145I	MARTIN L. KING 100 ft N/O VEGAS DR WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1978	-115.1618
7864I	MARTIN L. KING 100 ft N/O VEGAS DR. ES	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1889	-115.1606
8146I	MARTIN L. KING 100 ft S/O CHARLESTON ES	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1584	-115.1608

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
8220I	MARYLAND PKWY. 100 ft S/O OAKEY WS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1511	-115.1373
8153I	MCLEOD 100 ft N/O SAHARA ES	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1448	-115.1097
8313I	OAKEY 100 ft E/O TORREY PINES SS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1516	-115.2339
8314I	OAKEY 100 ft W/O COMMUNITY COLLEGE NS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1520	-115.2322
8247I	PINTO 100 ft W/O DESERT NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1644	-115.1625
8024I	RAINBOW BLVD. 100 ft N/O BALZAR ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1999	-115.2419
8036I	RAINBOW BLVD. 100 ft N/O BUCKSKIN ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2222	-115.2421
8027I	RAINBOW BLVD. 100 ft N/O CRAIG ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2409	-115.2421
8026I	RAINBOW BLVD. 100 ft N/O GOWAN ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2260	-115.2421
8025I	RAINBOW BLVD. 100 ft N/O LIGHT BREEZE ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2156	-115.2421
7921I	RAINBOW BLVD. 100 ft N/O SILVERSTREAM ES	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1795	-115.2420
8030I	RAINBOW BLVD. 100 ft N/O WILD BOB'S WAY ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2366	-115.2421
7948I	RAINBOW BLVD. 100 ft S/O ACCENT CT. WS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2398	-115.2424
8015I	RAINBOW BLVD. 100 ft S/O ALEXANDER WS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2327	-115.2426
7886I	RAINBOW BLVD. 100 ft S/O ALTA WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1660	-115.2445

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
8033I	RAINBOW BLVD. 100 ft S/O BALZAR WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1995	-115.2424
7973I	RAINBOW BLVD. 100 ft S/O DEL REY WS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1549	-115.2439
8037I	RAINBOW BLVD. 100 ft S/O RIVERDALE WS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2296	-115.2425
7950I	RAINBOW BLVD. 100 ft S/O SANTA FE THEATER ENTRANCE WS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2493	-115.2422
8034I	RAINBOW BLVD. 100 ft S/O SMOKE RANCH WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2030	-115.2425
7945I	RAINBOW BLVD. 100 ft S/O SNAKE RIVER WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1620	-115.2442
7976I	RAINBOW BLVD. 100 ft S/O WESTCLIFF WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1733	-115.2447
8029I	RAINBOW BLVD. 100 ft S/O WHITESANDS WS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1702	-115.2446
8035I	RAINBOW BLVD. 100 ft S/O WILLOW LAKE WS	Leased	Outdoor		89129	Las Vegas City	Clark County	Nevada		36.2213	-115.2425
8324I	RAMPART 100 ft N/O CHARLESTON ES	Leased	Outdoor			Las Vegas City	Clark County	Nevada		36.1597	-115.2911
8319I	RAMPART 100 ft N/O SUNCOAST HOTEL WS	Leased	Outdoor		89134	Las Vegas City	Clark County	Nevada		36.1678	-115.2877
8038I	RANCHO DRIVE 100 ft S/O DUNCAN WS	Leased	Outdoor		89130	Las Vegas City	Clark County	Nevada		36.2271	-115.2214
8221I	RANCHO DRIVE 100 ft S/O OAKLEY WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1513	-115.1732
8040I	RANCHO DRIVE 100 ft S/O PALOMINO WS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1622	-115.1731
8222I	RANCHO DRIVE 100 ft S/O SUNSET WS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1904	-115.1880

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7900I	SAHARA 100 ft E/O CIMARRON NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1441	-115.2703
8032I	SAHARA 100 ft E/O CRYSTAL WATER SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1438	-115.2875
7899I	SAHARA 100 ft E/O GRAND CANYON SS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1442	-115.3070
7982I	SAHARA 100 ft E/O TORREY PINES NS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1443	-115.2334
7979I	SAHARA 100 ft E/O VALLEY VIEW NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1446	-115.1902
7980I	SAHARA 100 ft W/O ARVILLE NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1447	-115.2002
8225I	SAHARA 100 ft W/O DECATUR NS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1447	-115.2086
7981I	SAHARA 100 ft W/O DUNEVILLE NS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1445	-115.2213
8224I	SAHARA 100 ft W/O EASTERN NS	Leased	Outdoor		89104	Las Vegas City	Clark County	Nevada		36.1445	-115.1192
7988I	SAHARA 100 ft W/O FORT APACHE NS	Leased	Outdoor		89117	Las Vegas City	Clark County	Nevada		36.1446	-115.2972
8016I	SAHARA 100 ft W/O LINDELL NS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1446	-115.2171
7983I	SAHARA 100 ft W/O REDWOOD NS	Leased	Outdoor		89146	Las Vegas City	Clark County	Nevada		36.1443	-115.2386
7978I	SAHARA 100 ft W/O SPANISH OAKS DR. NS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1446	-115.1858
7902I	SMOKE RANCH 100 ft E/O BUFFALO SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2034	-115.2601
7903I	SMOKE RANCH 100 ft E/O RANCHO SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2030	-115.1980

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7910I	SMOKE RANCH 100 ft E/O ROCKSPRINGS SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2033	-115.2464
7911I	SMOKE RANCH 100 ft E/O TENAYA SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2034	-115.2509
8002I	SMOKE RANCH 100 ft E/O WINWOOD SS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2027	-115.2191
8004I	SMOKE RANCH 100 ft W/O DECATUR NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2029	-115.2065
8001I	SMOKE RANCH 100 ft W/O JAMES BILBRAY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2036	-115.2380
8005I	SMOKE RANCH 100 ft W/O MAVERICK NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2034	-115.2287
8003I	SMOKE RANCH 100 ft W/O MICHAEL WAY NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2033	-115.2151
7904I	SMOKE RANCH 100 ft W/O RANCHO NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2030	-115.1997
8006I	SMOKE RANCH 100 ft W/O ROCKSPRINGS NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2035	-115.2472
7914I	TENAYA @ SUNRISE HOSPITAL ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2175	-115.2512
7915I	TENAYA 100 ft N/O BOX CANYON ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2090	-115.2494
7913I	TENAYA 100 ft N/O PEAK ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2112	-115.2493
7916I	TENAYA 100 ft N/O PRAIRIE FALCON RD ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2065	-115.2511
7906I	TENAYA 100 ft N/O SMOKE RANCH ES	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.2038	-115.2513
7989I	TORREY PINES 100 ft N/O LAKE MEAD ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1963	-115.2328

Sites

Site Id	Description	Ownership Type		DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7990I	TORREY PINES 100 ft N/O SMOKE RANCH ES	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.2036	-115.2328
8058I	VALLEY VIEW 100 ft S/O SAN BERNADINO WS	Leased	Outdoor		89102	Las Vegas City	Clark County	Nevada		36.1431	-115.1910
7937I	VEGAS DR. 100 ft E/O ADVANCED TECH ACADEMY SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1883	-115.1762
7940I	VEGAS DR. 100 ft E/O CIMARRON SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1886	-115.2689
7931I	VEGAS DR. 100 ft E/O RANCHO SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1884	-115.1852
7932I	VEGAS DR. 100 ft W/O J STREET NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1886	-115.1568
7867I	VEGAS DR. 100 ft W/O MARTIN L. KING NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1887	-115.1617
7935I	VEGAS DR. 100 ft W/O PETER BUOL NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1886	-115.1680
8230I	VEGAS DR. 100 ft W/O RANCHO NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1887	-115.1868
7936I	VEGAS DR. 100 ft W/O WIND CHIME AVE. NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1887	-115.1813
7934I	WASHINGTON @ COMSTOCK SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1808	-115.1655
7933I	WASHINGTON 100 ft E/O D STREET SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1808	-115.1465
8227I	WASHINGTON 100 ft E/O MICHAEL WAY SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1809	-115.2147
8228I	WASHINGTON 100 ft E/O MINNESOTA SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1809	-115.2098
7965I	WASHINGTON 100 ft E/O SAYLOR SS	Leased	Outdoor		89107	Las Vegas City	Clark County	Nevada		36.1808	-115.2196

Sites

Site Id	Description	Ownership	Type	DMA & DMA Rank	Zip Code	City	County	State	Country	Latitude	Longitude
7868I	WASHINGTON 100 ft E/O TONOPAH SS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1808	-115.1696
7895I	WASHINGTON 100 ft W/O BUFFALO NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1819	-115.2609
7938I	WASHINGTON 100 ft W/O ROBIN NS	Leased	Outdoor		89106	Las Vegas City	Clark County	Nevada		36.1812	-115.1748
7993I	WASHINGTON 100 ft W/O SPY GLASS NS	Leased	Outdoor		89108	Las Vegas City	Clark County	Nevada		36.1811	-115.2036
7943I	WESTCLIFF 100 ft E/O ANGEL PARK DRIVEWAY SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1737	-115.2756
8007I	WESTCLIFF 100 ft E/O ANTELOPE SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1738	-115.2506
7957I	WESTCLIFF 100 ft E/O BUFALLO SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1739	-115.2592
7944I	WESTCLIFF 100 ft E/O DEERFLY SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1738	-115.2678
7955I	WESTCLIFF 100 ft E/O FIRESTONE SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1738	-115.2630
7946I	WESTCLIFF 100 ft E/O LUNA WAY SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1739	-115.2550
7951I	WESTCLIFF 100 ft E/O RODEO DR. SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1736	-115.2702
8308I	WESTCLIFF 100 ft W/O CIMARRON NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1740	-115.2693
7956I	WESTCLIFF 100 ft W/O FIRESTONE NS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1741	-115.2635
8008I	WESTCLIFF 100 ft W/O RAINBOW SS	Leased	Outdoor		89128	Las Vegas City	Clark County	Nevada		36.1737	-115.2450

Report Total: 209

COOPERATIVE AGREEMENT FOR INSTALLATION AND
MAINTENANCE OF BUS SHELTERS AND BENCHES

May Agreement No. NM 463-95-030

THIS AGREEMENT is made and entered into on the 25th day of October, 1995, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Nevada (hereinafter called the "Department"), and the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter called the "City").

W I T N E S S E T H:

WHEREAS, the parties desire, and it is the purpose of this Agreement, to provide for the installation and maintenance of bus shelters and benches on rights-of-way under the jurisdiction of the Department; and

WHEREAS, the parties are authorized by NRS 277.110(2) to enter into agreements for joint or cooperative action.

NOW, THEREFORE, the parties agree as follows:

1. The City will submit an application under N.R.S. 408.423 to permit the City to install and maintain or allow others to install and maintain bus shelters and benches on rights-of-way under the jurisdiction of the Department at locations selected by the City. The Department will issue a permit subject to the conditions expressed in the Agreement.

2. Bus shelters and benches must be constructed of durable, transparent material (except for the seating, support framework and roof) and shall not be placed so as to block motorists' sight distance or present an unreasonable impediment to pedestrian traffic.

3. Bus shelters and benches shall not exceed an overall length of eighteen (18) feet or a depth of six (6) feet. Shelters and benches must be regularly maintained in a good state of repair.

4. Bus shelters and benches that are financed and supported through advertising displays placed thereon or appurtenant thereto are allowed so long as the advertising does not exceed forty-eight (48) square feet per shelter or twenty-four (24) square feet per bus bench. The City shall ensure that bus shelters or benches are placed only to serve the public convenience and fulfill the public need and that surplus bus shelters or benches are not placed primarily to accommodate advertising displays.

5. Bus shelters may be illuminated, as may any appurtenant advertising displays. No flashing or moving lights are allowed, the lighting shall not be so bright or misdirected as to blind or distract motorists, and any appurtenant illuminated advertising displays cannot be lighted to or in greater intensity than is the remainder of the shelter.

6. Any bus shelter or bench that does not comply with these provisions or which is otherwise determined to create a traffic or pedestrian hazard will be noted by the Department's District Engineer who will require that the City take immediate corrective action.

7. In the event the Department right-of-way occupied by any bus shelter or bench is needed for highway purposes, the City at no cost to the Department shall modify, adjust, remove, or relocate the shelter or bench to accommodate the highway need.

8. At least 48 hours prior to commencing installation of any shelter, the City or its franchisee shall arrange for having any and all utilities located within the construction area by contacting the "One-Call" location service at 1-800-227-2600.

9. Any highway appurtenances disturbed or destroyed, by reason of the installation of any shelter shall be returned by the City or its franchisee to a condition equal to or greater than the original. Existing drainage features shall be perpetuated.

10. Prior to commencing installation of any shelter or bench, the City or its franchisee shall develop and present a traffic control plan to the District Engineer for his written approval. Hours of work will be determined by the District Engineer for each location as it becomes known. Lane closures, if necessary, will also be determined by the District Engineer for each location, when it becomes known.

11. The City or its franchisee shall notify the District Office at 385-6509 or 6510 at least twenty-four (24) hours in advance of beginning work.

12. A structural review of the sidewalk slab shall be done by the City or its franchisee, not only to insure the soundness of the sidewalk concrete, but the stability of the sidewalk slab as a foundation when subject to the overturning forces caused by wind load on the shelter structure.

13. The City shall provide to the Department's District Engineer an annually updated list of the locations of all shelters and benches located on rights-of-way under the jurisdiction of the Department.

14. The Department at no expense to the City shall be responsible for administering the cooperative undertaking of the parties pursuant to the Agreement.

15. Except as provided in paragraph 14, each party shall bear its own costs and expenses of performing this Agreement from its own budgeted appropriations.

16. Each party shall acquire such real and personal property as it deems appropriate to perform its duties under this Agreement. Such property shall remain the property of the party who acquires it and shall be disposed of in the discretion of its owner in accordance with Nevada law.

17. Unless sooner terminated as provided in this paragraph, this Agreement shall expire twenty (20) years from the execution of this Agreement. Either party may terminate this Agreement at any time by giving written notice

to the other ninety (90) days before the date of termination. Such notice shall be deemed to have been given when received by the following persons at the following address:

District Engineer
Department of Transportation
1200 N. Main Street, P.O. Box 170
Las Vegas, Nevada 89101

Director
General Services Department
400 E. Stewart Avenue
Las Vegas, Nevada 89101

18. The City does not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person or to assume any other duty beyond that imposed by general law.

19. The City does not intend to appoint the Department or any of its officers or employees as agents, to create a joint venture or to otherwise allow the Department or any of its officers or employees to create or assume

.....

.....

.....

.....

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

By

By

Approved as to form:

KATHY TIGHE, City Clerk

Date _____

BRADFORD JERBIC
CITY ATTORNEY

By

Department of Transportation
Deputy Attorney General

By

Deputy City Attorney

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	Bustop Shelters of Nevada INC
Address	5425 S. Valley View #103 Las Vegas Nevada 89118 702 295 3325
Telephone	86-0736400
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	Bustop Shelters and Benches Franchise Agreement
RFP #:	

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

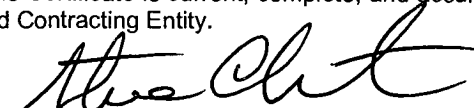
**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

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
1.	see attached sheet	
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: _____

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: _____

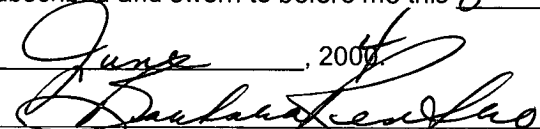
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



 Name
 6/8/04

 Date

Subscribed and sworn to before me this 8th day of

June, 2004


 Notary Public

[June 2000]



Notary Public State of Arizona
Maricopa County
Barbara Renfro
Expires November 10, 2008

**PRINCIPAL OFFICER AND DIRECTOR RIDER
BUSTOP SHELTERS OF NEVADA INC.**

OFFICERS:

Wally C. Kelly	President
Michael D. Fricklas	Executive Vice President and Secretary
Robert Micsak	Senior Vice President, General Counsel
Robert G. Freedline	Vice President and Treasurer
Jane R. Fuerst	Assistant Secretary
Angeline C. Straka	Assistant Secretary
Andrew M. Greenberg	Assistant Secretary

BUSINESS ADDRESS: 1515 BROADWAY, NEW YORK, NEW YORK
10036

DIRECTORS:

Robert G. Freedline
Susan C. Gordon
Michael D. Fricklas

BUSINESS ADDRESS: 1515 BROADWAY, NEW YORK, NEW YORK
10036

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

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

Fiscal Impact

☐

No Impact

Amount: \$44,488,655.06

☒

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 05/16/04 - 05/31/04

Total Services and Materials Checks	\$	12,951,346.17
Total Payroll Checks	\$	5,395,600.29
Total Wire Transfers	\$	26,141,708.60

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

City of Las Vegas

Summary of Cash Expenditures

For period of 05/16/04 - 05/31/04

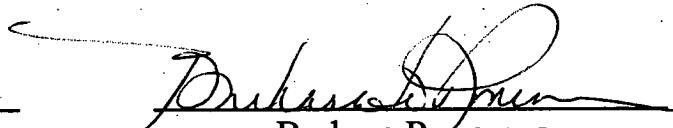
Total Services & Materials Checks :	\$12,951,346.17
Total Payroll Checks:	\$5,395,600.29
Total Wire Transfers:	\$26,141,708.60

Grand Total:	\$44,488,655.06

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 June 16, 2004, the City Council approved the above cash expenditures.



Oscar Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of transfer of fiscal year 2004 Budget Appropriations for Special Revenue Funds in the amount of \$3,600,200

Fiscal Impact

☐

No Impact

Amount: \$3,600,200

☒

Budget Funds Available

Dept./Division: Finance and Business Services

☐

Augmentation Required

Funding Source: Special Revenue Funds

PURPOSE/BACKGROUND:

Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2004.

RECOMMENDATION:

Staff recommends approval of Transfer of Budget Appropriations for the Special Revenue Funds in the total amount of \$3,600,200.

Multipurpose \$3,300,200

Housing Program \$ 300,000

BACKUP DOCUMENTATION:

Transfer of Budget Appropriations Worksheet

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

CITY OF LAS VEGAS
FISCAL YEAR 2004
TRANSFER OF BUDGET APPROPRIATIONS
SPECIAL REVENUE FUNDS

	<u>Current Budget</u>	<u>Adjustment</u>	<u>Amended Budget</u>
<u>MULTIPURPOSE</u>			
Expenditures:			
General Government	\$ 2,150,000	\$	\$ 2,150,000
Judicial	835,932		835,932
Public Safety	1,405,462	2,800,000	4,205,462
Sanitation	0	260,200	260,200
Health	40,000		40,000
Welfare	789,277	40,000	829,277
Culture & Recreation	4,435,697		4,435,697
Economic Development & Assistance	2,376,310		2,376,310
Intergovernmental	7,473,134	200,000	7,673,134
Transfers Out	16,360,830	(3,300,200)	13,060,630
Ending Fund Balance	<u>13,733,661</u>		<u>13,733,661</u>
 TOTAL	 <u>\$ 49,600,303</u>	 <u>\$ 0</u>	 <u>\$ 49,600,303</u>

HOUSING PROGRAM

Expenditures:			
Economic Development & Assistance	\$ 5,537,513	\$ (300,000)	\$ 5,237,513
Intergovernmental	1,080,037		1,080,037
Transfers Out	2,000,000	300,000	2,300,000
Ending Fund Balance	<u>2,889,029</u>		<u>2,889,029</u>
 TOTAL	 <u>\$ 11,506,579</u>	 <u>\$ 0</u>	 <u>\$ 11,506,579</u>

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of transfer of fiscal year 2004 Budget Appropriations for Capital Project Funds in the amount of \$10,400,000

Fiscal Impact

☐

No Impact

Amount: \$10,400,000

☒

Budget Funds Available

Dept./Division: Finance and Business Services

☐

Augmentation Required

Funding Source: Capital Project Funds

PURPOSE/BACKGROUND:

Transfer of Budget Appropriations requested to adjust for expenditures and adjustments between functions. This request does not increase the total authorized appropriations for fiscal year 2004.

RECOMMENDATION:

Staff recommends approval of Transfer of Budget Appropriations for the Capital Project Funds in the total amount of \$10,400,000.

Traffic Improvements \$7,100,000

Parks & Leisure Activities \$ 300,000

Special Assessments \$3,000,000

BACKUP DOCUMENTATION:

Transfer of Appropriations Worksheet

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

CITY OF LAS VEGAS
FISCAL YEAR 2004
TRANSFER OF BUDGET APPROPRIATIONS
CAPITAL PROJECTS FUNDS

	<u>Current Budget</u>	<u>Adjustment</u>	<u>Amended Budget</u>
<u>TRAFFIC IMPROVEMENTS</u>			
Expenditures:			
Public Safety	\$ 14,893,193	\$ (7,100,000)	\$ 7,793,193
Intergovernmental		100,000	100,000
Transfers Out	2,180,000	7,000,000	9,180,000
Ending Fund Balance	<u>2,734,890</u>		<u>2,734,890</u>
 TOTAL	 <u>\$ 19,808,083</u>	 <u>\$ 0</u>	 <u>\$ 19,808,083</u>

PARKS & LEISURE ACTIVITIES

Expenditures:			
Culture & Recreation	\$ 94,854,258	\$ (300,000)	\$ 94,554,258
Transfers Out		100,000	100,000
Discount/Issuance Costs on Bonds		200,000	200,000
Ending Fund Balance	<u>4,250,730</u>		<u>4,250,730</u>
 TOTAL	 <u>\$ 99,104,988</u>	 <u>\$ 0</u>	 <u>\$ 99,104,988</u>

SPECIAL ASSESSMENTS

Expenditures:			
Public Safety	\$ 0	\$ 500,000	\$ 500,000
Public Works	22,061,200	(3,000,000)	19,061,200
Transfers Out	1,365,426	2,500,000	3,865,426
Ending Fund Balance	<u>54,497,805</u>		<u>54,497,805</u>
 TOTAL	 <u>\$ 77,924,431</u>	 <u>\$ 0</u>	 <u>\$ 77,924,431</u>

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Whole Foods Market, Inc., Location: Whole Foods Market, 8855 West Charleston Boulevard, Dates: June 19, 26, July 3, 10, 17, 24, 31, 2004, Type: Special Event Beer/Wine, Event: Wine Tastings, Responsible Person in Charge: Sandra Benton - Ward 2 (Vacant)

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 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Mi Raza Mi Gente, Location: Freedom Park, 850 North Mojave Road, Dates: July 16-18, 2004, Type: Special Event Beer/Wine, Event: Las Vegas Fair-La Feria de Las Vegas, Responsible Person in Charge: Mauricio Fabian-Bahewa - 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 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Business Name for a Supper Club License, Scottsdale Beverages, LLC, dba From: Escole, To: Cafe Bleu, 1451 Center Crossing Road, John P. Graham, Mgr, Jennifer E. White, Mgr, Scottsdale Group, LLC, Mmbr, 100%, John P. Graham, Mgr, Jennifer E. White, Mgr - Ward 2 (Vacant)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Business Name for a Supper Club License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Independent Store Operator and Change of Business Name for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Rancho Las Vegas Grocery Outlet, Inc., dba Rancho Las Vegas Grocery Outlet, Rancho Las Vegas Grocery Outlet, Inc., Independent Store Operator, Laura A. Bascom, Dir, Pres, 50%, Timothy M. Bascom, Dir, Secy, Treas, 50%, To: Duncan & Duncan, dba Grocery Outlet Rancho Las Vegas, 703 North Rancho Drive, David F. Duncan, Independent Store Operator and Barbara S. Duncan, Independent Store Operator, 100% jointly as husband and wife - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Independent Store Operator and Change of Business Name for a Beer/Wine/Cooler Off-sale License

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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 the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: D.T.'s Lounge, dba D.T.'s Lounge, Robert L. McMurray, Ptnr, 50%, Stephen G. Hibbard, Ptnr, 50%, To: Scotch 80's Limited (a Nevada Corporation), dba Squiggy's, 530 South Martin L. King Boulevard, Danny R. Piper, Dir, Pres, Treas, 50%, Joseph D. Bunch, Dir, Secy, 50% - 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 the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

1. Letter from Danny R. Piper
2. Map

MOTION:

GOODMAN – APPROVED as recommended – UNANIMOUS with Ward 2 seat vacant

NOTE: MAYOR GOODMAN disclosed that DANNY PIPER is a resident of Scotch 80's and a friend of his that walks with him three days week. Although they have become fond of each other and MAYOR GOODMAN is aware of this project, he did not believe his relationship with MR. PIPER would affect his ability to fairly vote on this matter. CITY ATTORNEY JERBIC indicated that the Mayor's disclosure was appropriate.

MINUTES:

MAYOR GOODMAN explained that he wanted this matter pulled for discussion so that he could make a disclosure.

(9:47 – 9:48)

1-1400

May 18, 2004

City of Las Vegas
Dept. of Finance & Business Services
Privileged License Section
3rd Floor City Hall
400 Stewart Ave.
Las Vegas, NV. 89101

Re: Pending City Business/Tavern License for:
Scotch 80 LTD. D.B.A. Squiggy's Lounge
530 S. Martin Luther King Blvd.
Las Vegas, NV. 89106

Mr. Raines:

Just over six months ago we submitted our request for a City Business/Tavern License with your office.

The Gaming process appears to be coming to an end as our Restricted Gaming License request is to be heard by the Gaming Control Board on June 3, 2004 and the Gaming Commission on June 17, 2004. I have spoken to the Gaming Control Board Agent working our application and he does not see any problems with our application.

In consideration of the fact that we have committed to assuming the lease as soon as the Restricted Gaming is approved may we please have our Business/Tavern Business License application be heard at the June 16, 2004 City Council Meeting? This consideration will certainly help make for a smooth transition.

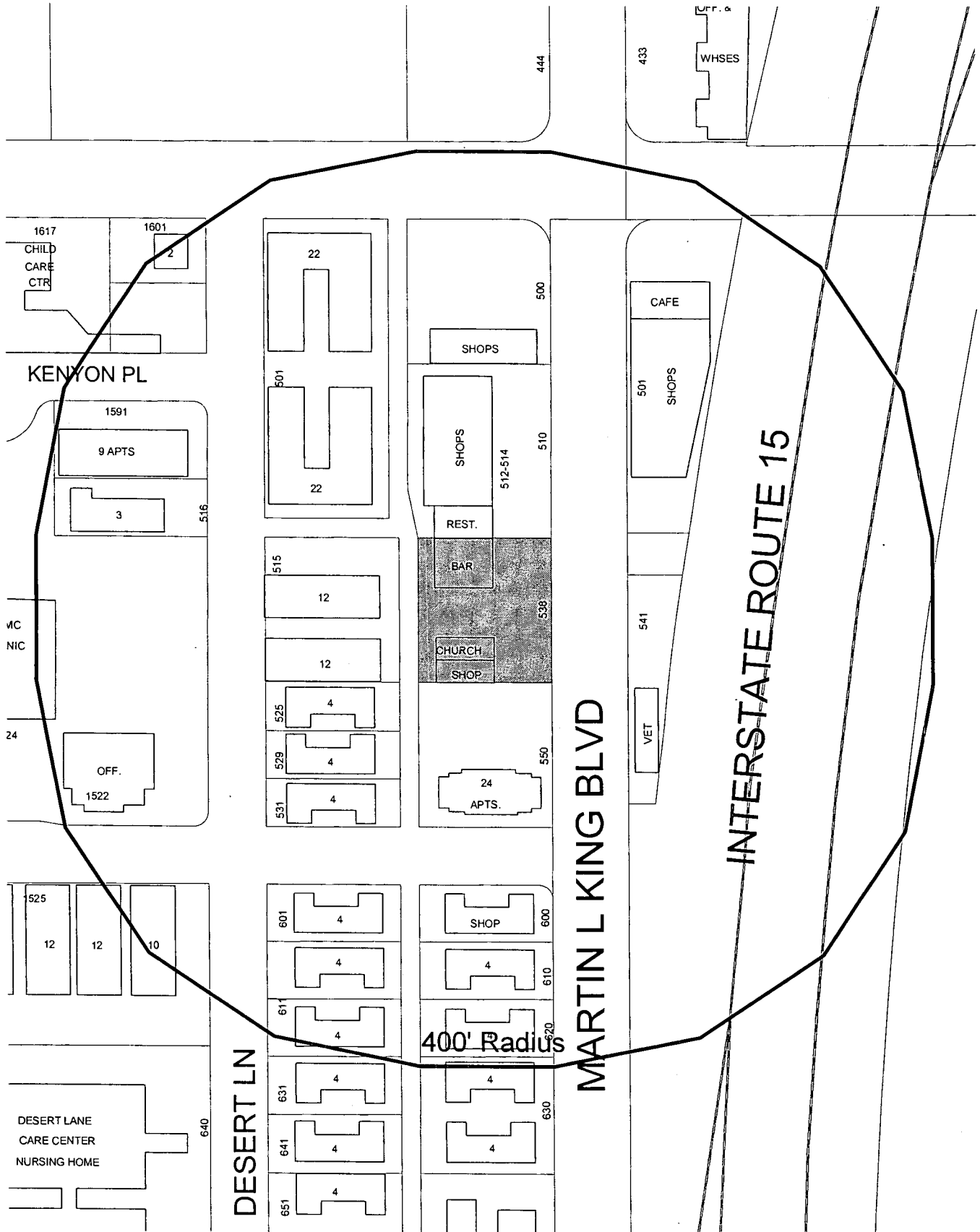
We look forward to your favorable response and we certainly want to Thank You for all of your help and guidance during this process.

Sincerely,



Danny R. Piper-President Scotch 80's LTD.
Joe Bunch-Treasurer-Scotch 80's LTD.
1217 Park Circle
Las Vegas, NV. 89102
702-259-1214

SQUIGGY'S



0 70 140 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Moulin Rouge, 900 West Bonanza Road - Ward 5 (Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots

RECOMMENDATION:

Recommend approval subject to confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)
Item 28: STRICKEN under separate action (see individual item)

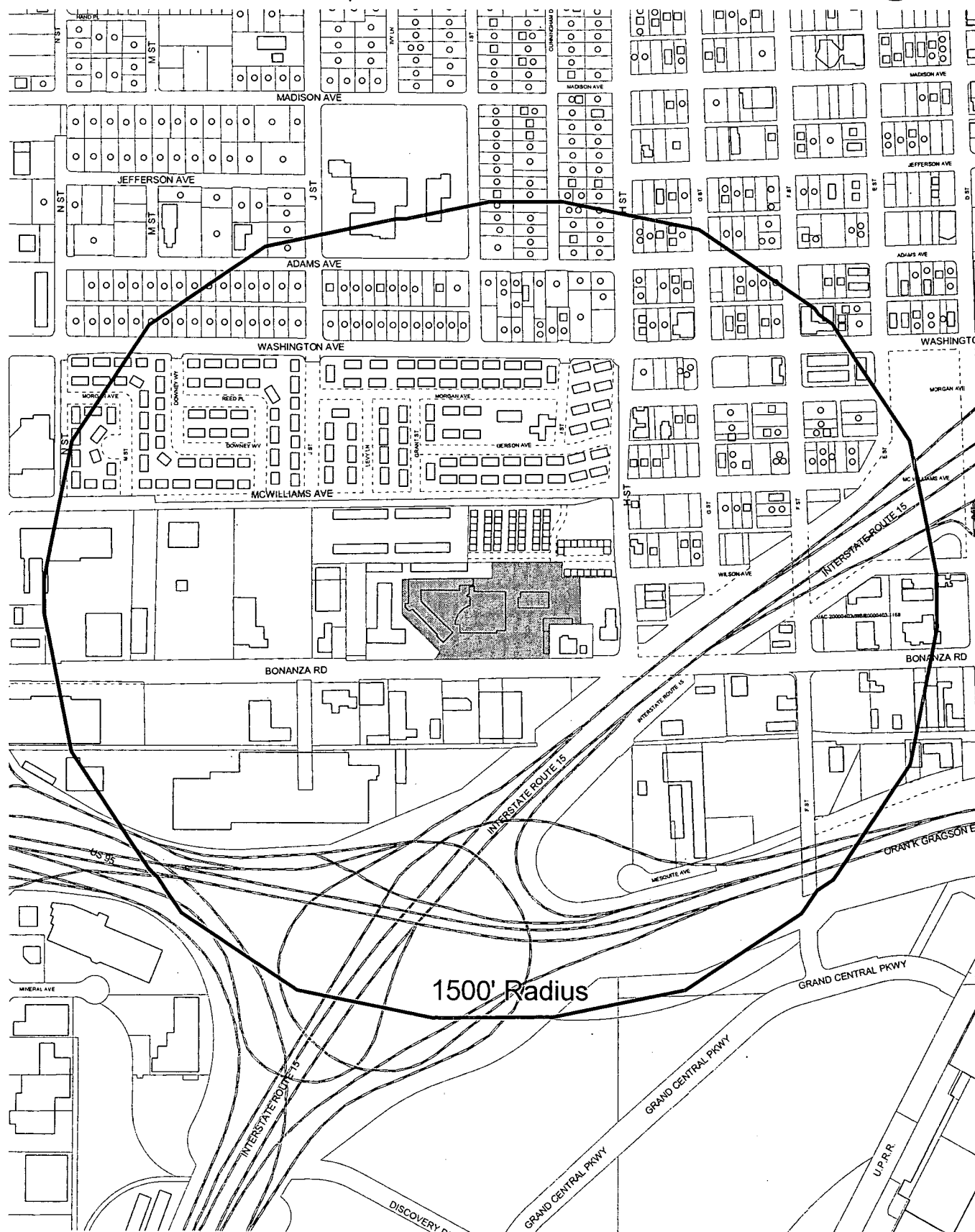
MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

United Coin db at Moulin Rouge



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Preapproval of award of Bid No. 04.1730.15-CW, Durango Drive, Westcliff to Vegas Drive to the lowest responsive and responsible bidder or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Monetary range of \$13,000,000 to \$14,000,000 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Vacant and Brown)

Fiscal Impact

☐

No Impact

Amount: \$14,000,000

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Road and Flood CPF

PURPOSE/BACKGROUND:

The general scope of this project is roadway construction and the installation of storm drain and sewer facilities on Durango Drive, the construction of an overpass and half-interchange at Summerlin Parkway, the construction of auxiliary lanes on Summerlin Parkway between Buffalo and Durango and the construction of a trail system underpass under Durango.

PCC: C. White

RECOMMENDATION:

That the City Council preapprove the award of Bid No. 04.1730.15-CW, Durango Drive, Westcliff to Vegas Drive to the lowest responsive and responsible bidder or best bidder and approve a construction conflicts and contingency reserve set by Finance and Business Services. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 04.1730.01-LED, Sahara Avenue Sanitary Sewer Rehabilitation, Phase III and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: INSITUFORM TECHNOLOGIES, INC. (\$2,592,255 - Sanitation Enterprise Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

Amount: \$2,592,255

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This project includes the rehabilitation of approximately 24,407 linear feet of 24", 27" and 30" diameter reinforced concrete sanitary sewer pipe on Sahara Avenue, between Las Vegas Blvd. and Arden Street. The rehabilitation shall be performed using cured-in-place pipe lining technology. The work will also include bypass pumping, cleaning, design, supply and installation of pipe liner and video inspection before and after installation of the liner.

PCC: L. E. Davis

POC: Lynn Osborn - (636) 530-8000

RECOMMENDATION:

That the City Council approve the award of Bid No. 04.1730.01-LED to Insituform Technologies, Inc. in the amount of \$2,592,255 and approve a construction conflicts and contingency reserve of \$259,225. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 04.1730.16-LED, Holmby Channel Drainage Improvements and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CRYSTAL CASCADES (\$1,333,333 - Road and Flood Capital Projects Fund) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$1,333,333

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Road and Flood CPF

PURPOSE/BACKGROUND:

This project consists of the construction of a concrete lined storm drainage channel from Monte Cristo Way to Rainbow Boulevard including, but not limited to, removal of structures and obstructions; channel excavation, reinforced concrete structures, precast storm drain drop inlets; and storm drain manholes.

PCC: L. E. Davis

POC: Edward Riggs - (702) 452-0771

RECOMMENDATION:

That City Council approve award of Bid No. 04.1730.16-LED, Holmby Channel Drainage Improvements to Crystal Cascades in the amount of \$1,333,333 and approve a construction conflicts and contingency reserve of \$133,333. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of revision to purchase order 218353 for Bulk Liquid Cationic Polymer - Department of Public Works - Award to: CYTEC INDUSTRIES, INC. (\$120,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐

No Impact

Amount: \$120,000

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

On August 1, 2003 a purchase order was issued for Superfloc C1594 Liquid Cationic Polymer, which is currently the only approved product for this application. This revision is being written to add \$120,000 in funding for the estimated increased polymer usage through August 31, 2004, while a new bid is completed.

PCC: T. Bowman

POC: Bill Adamson - (360) 456-2281

CFN: 030365-TB

RECOMMENDATION:

That the City Council approve the issuance of revision to purchase order 218353 for Liquid Cationic Polymer to Cytec Industries, Inc. to add an additional \$120,000, for a revised total of \$595,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004 .

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Contract No. 040174, Substance Abuse Testing Services - Department of Human Resources - Award recommended to: QUEST DIAGNOSTICS (\$300,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$300,000

☒

Budget Funds Available

Dept./Division: Human Resources

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This contract will provide for pre-employment, random, post accident, and reasonable suspicion substance abuse testing services for City personnel.

This requirement is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), professional services.

PCC: L. Wheeler

POC: Rich Roberts - (610) 454-6489

RECOMMENDATION:

That the City Council approve the issuance of Contract No. 040174 to Quest Diagnostics in the annual amount of \$300,000 through June 30, 2005 with annual renewals as long as the competitive bidding exception applies. Authority to execute agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Contract No. 040357 for Symantec Governmental Alliance Program Master Contract for On iCommand software - Department of Information Technologies - Award recommended to: ASAP SOFTWARE (\$176,500 - Computer Services Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$176,500

☒

Budget Funds Available

Dept./Division: Information Technologies

☐

Augmentation Required

Funding Source: Computer Services ISF

PURPOSE/BACKGROUND:

The Symantec On iCommand software will provide an enterprise infrastructure management tool allowing the City to centrally manage all computers. The City will have the ability to wake up remote machines, schedule deployments for off-hours, view all installed hardware and software and dynamically configure operating systems, applications, and hardware on multiple remote computers.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), software for computers.

PCC: L. Wheeler

POC: Lynn Farmer - (602) 387-5233

RECOMMENDATION:

That Council approve Contract 040357 to ASAP Software in the amount of \$176,500 for initial year with annual renewals for software maintenance and support in the amount of \$36,000 as long as the bidding exception applies. Authority to execute contract is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Contract No. 040254 for ProLaw Software, Support and Maintenance, Training and Professional Services - Department of Information Technologies - Award recommended to: PROLAW SOFTWARE (\$129,500 - City Facilities Capital Projects Fund and General Fund)

Fiscal Impact

☐	No Impact	Amount: \$129,500
☒	Budget Funds Available	Dept./Division: Information Technologies
☐	Augmentation Required	Funding Source: City Facilities CPF and General Fund

PURPOSE/BACKGROUND:

The ProLaw software, support and maintenance and professional services will provide for a comprehensive case management system for both the civil and criminal divisions of the City Attorney's Office.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), software for computers.

PCC: L. Wheeler

POC: Jonathan Jochem - (800) 977-6529

RECOMMENDATION:

That Council approve Contract 040254 to ProLaw Software in the amount of \$129,500 for initial year with annual renewals for software maintenance and support in the amount of \$14,500 as long as the bidding exception applies. Authority to execute contract is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Contract No. 040293 for Software Escrow Services - Department of Information Technologies - Award recommended to: GUARD-IT CORPORATION (\$75,000 - Computer Services Internal Service Fund)

Fiscal Impact

☐

No Impact

Amount: \$75,000

☒

Budget Funds Available

Dept./Division: Information Technologies

☐

Augmentation Required

Funding Source: Computer Services ISF

PURPOSE/BACKGROUND:

Software escrow services will enable the City to deposit critical software source codes into an escrow account. The City will then have the ability to retrieve the source codes and support the software in the event the software manufacturer fails to provide continuing service.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), professional services.

PCC: L. Wheeler

POC: Jim Ford - (512) 282-1995

RECOMMENDATION:

That Council approve Contract No. 040293, Software Escrow Services to Guard-IT Corp. in the estimated amount of \$75,000 from date of award to June 30, 2005 with annual renewals as long as the bidding exception applies. Authority to execute contract is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 040318-GL, Annual Requirements Contract for Swimming Pool Chemicals - Department of Leisure Services - Award recommended to: THATCHER COMPANY OF NEVADA (Estimated annual amount of \$40,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$40,000

☒

Budget Funds Available

Dept./Division: Leisure Services

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This request will provide for an annual requirements contract for swimming pool chemicals to be used by Leisure Services at all swimming pool facilities.

PCC: G. Leaf

POC: Kyle Peterson - (702) 564-7622

RECOMMENDATION:

That the City Council approve the award of Bid No. 040318-GL, Annual Requirements Contract for Swimming Pool Chemicals to Thatcher Company of Nevada from July 1, 2004 through June 30, 2005, with four (4) one-year options to renew in the estimated annual amount of \$40,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for an annual requirements contract for Watson Marlowe OEM parts and service - Department of Public Works - Award recommended to: MIDWEST ASSOCIATES, INC. (Estimated annual amount of \$200,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐

No Impact

Amount: \$200,000

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This request provides for an annual requirements contract for Watson Marlowe OEM parts for use by the Department of Public Works Environmental Division, Water Pollution Control Facility.

This purchase is exempt from competitive bidding per NRS 332.115.1(d), equipment which, by reason of the training of the personnel or of any inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: T. Bowman

POC: Kevin Cahill - (714) 441-0950

CFN: 040182-TB

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for Watson Marlowe OEM parts to Midwest Associates, Inc. in the estimated annual amount of \$200,000 from date of award through June 15, 2005 with annual renewals as long as the bidding exception applies.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to bring forward and STRIKE Items 28, 65, 66, 67, 68, 69, and 80 – UNANIMOUS with Ward 2 seat vacant

MINUTES:

There was no related discussion.

(9:40 – 9:41)

1-1147

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 040360-LED, Relocate Skate Park Elements, Patriot Park to Mountain Ridge Park and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THE TIBERTI COMPANY (\$55,000 - Capital Projects Fund) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$55,000

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Capital Projects Fund

PURPOSE/BACKGROUND:

This project consists of the removal of the above ground skate park elements at Patriot Park and the relocation and reinstallation of these elements in the roller hockey rink at Mountain Ridge Park. The equipment will be reinstalled at the north end of the roller hockey rink at Mountain Ridge Park.

PCC: L. E. Davis

POC: Jelindo Tiberti II - (702) 382-7070

RECOMMENDATION:

That the City Council approve the award of Bid No. 040360-LED, Relocate Skate Park Elements, Patriot Park to Mountain Ridge Park to The Tiberti Company in the amount of \$55,000 and approve a construction conflicts and contingency reserve of \$5,500. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

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

Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of interoperable radio equipment for public safety communications - All Wards

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

This Interlocal Agreement between the City of Las Vegas and the County of Clark will facilitate the permanent transfer of radio equipment to enhance communications interoperability in the region. This equipment was acquired through the FY2003 U.S. Department of Justice Community Oriented Policing Services (COPS) Equipment Grant Program. This agreement also authorizes the City to invoice the County of Clark in the amount of \$133,730.64 to cover a 25% cash-match required by the federal grant program.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

GOODMAN – APPROVED as recommended – UNANIMOUS with Ward 2 seat vacant

MINUTES:

MAYOR GOODMAN explained that he wanted this matter discussed to clarify that, as far as interoperability, the City of Las Vegas has made it a priority in meetings to date. He then requested CHIEF DAVID WASHINGTON, Las Vegas Fire and Rescue, give an update on the status of this matter. CHIEF WASHINGTON indicated that his staff is making progress, although it is going to be an expensive process. But approval of this item will get the City closer to the Council's goal of obtaining interoperability between first-responding agencies.

MAYOR GOODMAN asked if the City received COPS money. CHIEF WASHINGTON responded in the affirmative. DEPUTY CITY MANAGER FRETWELL confirmed for the Mayor that the City received COPS grant money to be used toward the purchase of radio equipment. She further indicated that approximately \$26 million in COPS money would be

CITY COUNCIL MEETING OF JUNE 16, 2004

Consent – Fire and Rescue

Item 30 – Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of interoperable radio equipment for public safety communications – All Wards

MINUTES – Continued:

coming to Southern Nevada over the next several months. This grant is part of the approximate \$8 million the City received in the last COPS round of grants. The City is making headway by getting the ambulance companies on the same channels. She is hopeful that the next grant application for funding will be supported in order to link both the Las Vegas and North Las Vegas Police Departments.

MAYOR GOODMAN said that interoperability is critical. He has been reading articles regarding this since 9-11, and there is no question that a lot of lives would have been spared if communication had been better between fire and police. He wants to assure the local citizens that the City is doing everything possible to have interoperability. CHIEF WASHINGTON asserted that the City is working diligently, through TIM McANDREW, to seek grants that will assist in achieving this goal.

COUNCILMAN WEEKLY interjected that there has been discussion at the Homeland Security Committee meetings about who would be the point of contact in case of a disaster in Southern Nevada, and local elected officials were not a part of that conversation or even a choice. He felt that CHIEF WASHINGTON should brief the Mayor on this, because, in his opinion, the elected officials should be tied into the system. CHIEF WASHINGTON commented that his staff works hard to ensure that the City of Las Vegas is properly represented at the Homeland Security Committee meetings. MAYOR GOODMAN rejoined and stated that, according to FEMA, elected officials should be part of the communication process.

NOTE: COUNCILMAN WEEKLY suggested to CHIEF WASHINGTON that the Mayor, as spokesperson for the City, should attend one of the Homeland Security Committee meetings so that he can be involved in the loop, as far as radio communications.

(9:48 – 9:54)

1-1447

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND CLARK COUNTY**

WHEREAS, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into a grant agreement with U.S. Department of Justice Office of Community Oriented Policing Services for participation in the **FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM** (hereinafter "Program"); and,

WHEREAS, the objectives of the equipment and scope of work funded by the Program are to establish interoperable communications between public safety agencies operating within the Las Vegas Metropolitan Statistical Area (MSA), as defined by the U.S. Department of Justice; and

WHEREAS, the **CLARK COUNTY** (hereinafter "Subrecipient"), a unit of local government is a committed participant in the Program; and,

WHEREAS, the City has agreed to provide equipment acquired through the Program to the Subrecipient as defined in Exhibit "A" "Schedule of Equipment Assets," such equipment to be administered by the Las Vegas Combined Communications Center, a division of the Fire & Rescue Department of the City of Las Vegas (City and Subrecipient hereinafter referenced collectively as "Parties"); and,

WHEREAS, both Parties understand and agree that equipment acquired through the Program is funded by 75% federal funds and the 25% balance is funded by a non-federal cash-match based upon the pro-rated share of each Parties' total equipment costs; and,

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In accordance with the Program guidance, the Parties are committed to establishing interoperable communications systems. All communications systems, including radio equipment, acquired through this grant program will be compatible with the federally recommended suite of standards, ANSI/TIA/EIAA-102 Phase 1 (Project 25).
2. City will provide Subrecipient all equipment assets as defined in Exhibit "A," "Schedule of Equipment Assets," through a permanent, fixed asset transfer from City to Subrecipient.
 - a. As the eligible grantee, City has agreed to conduct all equipment purchases on behalf of all Parties and will be reimbursed 75% of the total cost of Subrecipient's equipment asset order from the Program.
 - b. Subrecipient will reimburse City for the 25% cash-match balance of the total cost of Subrecipient's equipment asset order. "Total Cost," as defined in Exhibit "A" "Schedule of Equipment Assets," will include all costs associated with Subrecipient's equipment asset order, including any applicable taxes, delivery charges, service charges, installation fees, activation fees, license and/or registration fees. Subrecipient further

agrees to all financial assurances described in Exhibit "C," "City of Las Vegas Financial Assurances," attached hereto and incorporated herein as if fully set forth.

- c. All transferred assets shall become the permanent property of Subrecipient. Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all transferred assets; and, Subrecipient shall assume audit accountability of all transferred assets.
3. The Subrecipient agrees to use the equipment assets acquired through the Program to facilitate interoperable communications identified within Exhibit "B," "Scope of Work," attached hereto and incorporated herein as if fully set forth.
4. Subrecipient will comply with all applicable Federal assurances and will provide City with documentation supporting any and all audit requests. Subrecipient will provide any additional documentation requested by City that may be required in the administration of the grant program.
5. Regardless of any termination of this Agreement, Subrecipient shall comply with all federal laws and regulations associated with the receipt of equipment through the Program.
6. It is specifically understood and agreed by all Parties that any changes to the equipment and scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by the U.S. Department of Justice Office of Community Oriented Policing Services.
7. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:
 - a. The terms of this Agreement shall be completed by **August 31, 2004**. An extension after the **August 31, 2004** deadline must be requested the City.
 - b. By any Party, for any reason with written notice of at least 60 days.
8. In the event the City is able to increase the budgeted equipment amounts set forth in Section 2 and Exhibit "A," subject to Subrecipient's consent to provide matching funds, the City, at its sole discretion, will increase the aforesaid budgeted equipment amounts, and Subrecipient agrees that if such augmentation of the budgeted amounts occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 2 and in Exhibit "A."
9. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.
10. To the extent permitted by law, including but not limited to the provisions of NRS Chapter 41, Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and

expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of the any of the provisions of this Agreement.

11. The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
12. This Agreement embodies the entire agreement of the Parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.
13. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT:

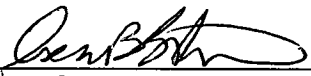
Mr. Dave Edwards
Center for Enterprise Information Technology
Clark County Government Center
500 S. Grand Central Pkwy.
PO Box 551713
Las Vegas, Nevada 89155-1713

TO CITY:

Chief of Communications
Las Vegas Combined Communications Center
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

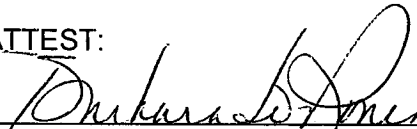
IN WITNESS WHEREOF, the parties have approved this Agreement on this 16 day of June, 2004, and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

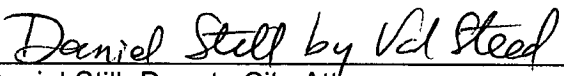
6-16-04
Date

ATTEST:


Barbara Jo Ronemus, City Clerk

6/24/04
Date

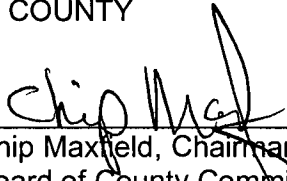
APPROVED AS TO FORM:


Daniel Still, Deputy City Attorney

4-15-04
Date

CLARK COUNTY

By: _____


Chip Maxfield, Chairman
Board of County Commissioners

Date

5-18-04

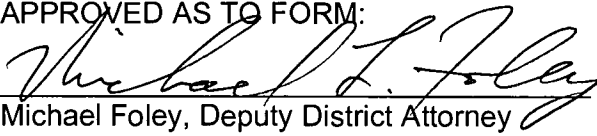
ATTEST:


Shirley B. Parraguirre, County Clerk

Date

5-18-04

APPROVED AS TO FORM:


Michael Foley, Deputy District Attorney

Date

4-16-04

EXHIBIT "A"**SCHEDULE OF EQUIPMENT ASSETS
FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM****COUNTY OF CLARK**

QNTY	ITEM DESCRIPTION	UNIT COST	SUBTOTAL
	AVIATION DEPARTMENT		
15	MOTOROLA XTS-5000 PORTABLE RADIOS	\$3828.75	\$57,431.25
15	SNACC SYSTEM ACTIVATION FEE	\$1460.00	\$21,900.00
	FIRE DEPARTMENT		
50	MOTOROLA XTS-5000 PORTABLE RADIO	\$3,828.75	\$191,437.50
10	MOTOROLA XTL-5000 MOBILE RADIO	\$3,656.00	\$36,560.00
60	SNACC SYSTEM ACTIVATION FEE	\$1,460.00	\$87,600.00
	PARKS & COMMUNITY SERVICES DEPT. PUBLIC RESPONSE/CODE ENFORCEMENT		
17	MOTOROLA XTS-2500 PORTABLE RADIO	\$2,561.75	\$43,549.75
14	MOTOROLA XTL-5000 MOBILE RADIO	\$3,656.00	\$51,184.00
31	SNACC SYSTEM ACTIVATION FEE	\$1,460.00	\$45,260.00
TOTAL COST			\$534,922.50
75% FEDERAL REIMBURSEMENT TO CITY			\$401,191.86
25% SUBRECIPIENT REIMBURSEMENT TO CITY			\$133,730.64

EXHIBIT "B"

SCOPE OF WORK FFY-03 INTEROPERABLE COMMUNICATIONS TECHNOLOGY GRANT PROGRAM

COUNTY OF CLARK

Subrecipient agrees to perform the following tasks in order to accomplish the scope of work identified in the grant program:

1. Designate a technical representative to work with the City's project manager to identify Subrecipient's specific equipment needs. Inform the City's project manager of any project change requests desired by Subrecipient.
2. Receive the transfer of equipment assets acquired for Subrecipient through the grant program and maintain internal property records for audit purposes for a period of not less than three (3) years from date of transfer as required by the Federal grant program.
3. Conduct a physical inventory of the equipment and reconcile the results with the property records at least once every two (2) years as required by the Federal grant program. Provide the City any necessary inventory records or reports, as requested, for the City's audit requirements.
4. Install, or coordinate the installation of (as necessary), equipment assets acquired through the grant program in Subrecipient's facilities and/or vehicles.
5. Ensure appropriate training is provided to all personnel employed by Subrecipient that will use the equipment assets acquired through the grant program.
6. Implement the use the equipment assets acquired through the grant program prior to the end of the grant performance period, or any extension period(s) requested by the City and authorized by the U.S. Department of Justice.

###

EXHIBIT "C"

CITY OF LAS VEGAS FINANCIAL ASSURANCES

1. As the eligible grantee, City has agreed to conduct all equipment purchases on behalf on all Parties and will be reimbursed 75% of the total cost of Subrecipient's equipment asset order from the FFY-03 Interoperable Communications Technology Grant Program administered by the U.S. Department of Justice Office of Community Oriented Policing Services.
2. Subrecipient will reimburse City for the 25% cash-match balance of the total cost of Subrecipient's equipment asset order.
 - a. "Total Cost," as defined in Exhibit "A," will include all costs associated with Subrecipient's equipment asset order, including any applicable taxes, delivery charges, service charges, installation fees, activation fees, license and/or registration fees.
 - b. City will invoice Subrecipient for the 25% balance of the total cost of Subrecipient's equipment order at the time the order is placed. Subrecipient will issue reimbursement, in full, to City within **net 30 days** from time of invoice.
 - c. Subrecipient shall include with return payment a letter of certification indicating that the source of its 25% cash-match obligation originates from a non-federal source.
3. Subrecipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
4. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
5. Required documentation for the performance of audits and quarterly reports must be provided to the City of Las Vegas within 30 days of request. Grant closeout is contingent upon City audit and resolution of any discrepancies.
6. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this agreement.
7. Subrecipients are instructed to send all aforementioned payments and financial correspondence to:

Patty Braganza, Financial Analyst
City of Las Vegas Finance Department, 6th Floor
400 Stewart Street
Las Vegas, Nevada 89101-2986

###

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Secondary User's Agreement between the City of Las Vegas and Summerlin Hospital Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This Secondary User's Agreement between the City of Las Vegas and Summerlin Hospital Medical Center will facilitate the temporary transfer of radio equipment to enable interoperable communications between the hospitals and public safety agencies in the region. This equipment was acquired through the FY2003 U.S. Department of Homeland Security Phase-II grant program. This agreement also authorizes the City to invoice Summerlin Hospital Medical Center annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

**CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS
SECONDARY USERS AGREEMENT**

THIS AGREEMENT is made and entered into this 16 day of June, 2004, by and between the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada, hereinafter referred to as the "City", and the **SUMMERLIN HOSPITAL MEDICAL CENTER**, hereinafter referred to as "Secondary Users" which are collectively referred to as the "parties."

WITNESSETH

WHEREAS, in a spirit of cooperation and collaboration, numerous public agencies in the Las Vegas region have developed a regional communications system to meet the needs of each agency and to create communications interoperability among those agencies; and,

WHEREAS, the regional communications system is managed by a multi-jurisdictional board known as the Southern Nevada Area Communications Council, hereinafter referred to as "SNACC;" and,

WHEREAS, the City, a member agency of SNACC, may sponsor other allied agencies as Secondary Users onto the SNACC regional communications system for the purposes of achieving communications interoperability with such allied agencies; and,

WHEREAS, the City has received federal grant funding to purchase equipment to achieve communications interoperability between City public safety agencies and other allied agencies, including private ambulance services and hospitals, for the purpose of enhancing the Las Vegas region's emergency medical services system; and,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I – DEFINITIONS

- A. AGREEMENT is defined as this City of Las Vegas Public Safety Communications Secondary Users Agreement.
- B. ANNUAL USER FEE is defined as the annual fee assessed by SNACC for each radio activated on the SNACC system to support the continual maintenance and administration of the regional communications system. A description of the current annual per radio user fee schedule is attached to this Agreement as Appendix “A”.
- C. CITY FIXED ASSET is defined as equipment or materials belonging to the City.
- D. COMMUNICATION CENTER is defined as the Las Vegas Combined Communications Center.
- E. COMMUNICATIONS CHIEF is defined as the chief communications officer of the Las Vegas Combined Communication Center.
- F. DATE OF ACCEPTANCE is defined as the date of acceptance of end user equipment by the Secondary Users.
- G. END USER EQUIPMENT is defined as all equipment and materials provided by the City through this Agreement.
- H. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services and other emergency management operations.
- I. RADIO is defined as any mobile, portable, control station or base station radio.

- J. REPLACEMENT BATTERIES is defined as rechargeable batteries required to replace the original batteries provided through this Agreement when such batteries are no longer usable.
- K. SCHEDULE OF FACILITIES is defined as the list of buildings, facilities and vehicles, belonging to the Secondary Users and agreed to by both parties, where end user equipment will be installed. A schedule of facilities is attached to this Agreement as Appendix "B" and may be amended solely by means of written amendment signed by both parties.
- L. SNACC SYSTEM is defined as the Southern Nevada Area Communications Council regional communications system.
- M. SNACC SYSTEM MANAGER is defined as the manager of the Southern Nevada Area Communications Council regional communications system.
- N. VENDOR is defined as a company selected by the City to supply, install, maintain, repair and/or remove the end user equipment.

SECTION II – PURCHASE, INSTALLATION AND ACTIVATION

- A. The City will purchase, at no cost to the Secondary Users, the end user equipment necessary to establish interoperable communications between City agencies and the Secondary Users. All end user equipment shall be logged into the City's fixed asset inventory and shall remain a City fixed asset throughout the term of this Agreement.
- B. The City will cause the installation of the end user equipment into the Secondary Users' schedule of facilities. Such installation will be performed by a vendor selected by the City and at no cost to the Secondary Users. The installation will be scheduled at a time and location mutually agreed to by both parties. The Secondary Users will provide a technical representative to consult directly with the vendor regarding the physical location of the

installation and any other technical assistance that may be required to complete the installation.

Upon completion of installation the City will provide an itemized inventory list of end user equipment provided through this Agreement to be signed by an authorized representative of both parties. Such signing will denote the date of acceptance by the Secondary Users.

- C. The City will cause the activation of the radios provided through this Agreement onto the SNACC system at no cost to the Secondary Users. No radio or other device for use by Secondary Users through this Agreement may be activated onto the SNACC system without the approval of the Communications Chief. The Communications Chief will consult with the SNACC System Manager relative to all equipment activations.
- D. The Secondary Users shall be responsible for the annual user fee set forth in Appendix A assessed for each radio activated onto the SNACC system provided through this Agreement. The Communication Center shall issue a single cumulative invoice each year on the 1st of July that will be due and payable by the Secondary User not later than the 31st of August. Assessment of the annual user fee shall commence upon the date of acceptance of the end user equipment by the Secondary Users and will be reassessed annually from the 12-month anniversary of the date of acceptance.

SECTION III – OPERATIONS AND PROGRAMMING

- A. The programming of all end user equipment provided through this Agreement shall be conducted exclusively by an authorized representative from the Communication Center or SNACC. Programming and/or reprogramming of end user equipment by any other party is strictly prohibited.

B. All end user equipment provided through this Agreement is to be used expressly for public safety communications between City agencies, Secondary Users and other SNACC member agencies. Use of the end user equipment for any other purpose, including proprietary use by Secondary Users, is strictly prohibited and shall be cause for immediate termination of this Agreement accompanied by removal and return to the City all of End User Equipment with all associated costs paid for by the Secondary User.

B. The City will provide the Secondary Users with all applicable policies, protocols, frequency/talkgroup lists and training documents relative to the operation and use of the end user equipment provided through this Agreement. The Secondary Users are responsible to ensure its agents, employees and officers fully understand and abide by all applicable policies and protocols. All such aforementioned documents shall be approved by the Communications Chief and SNACC System Manager.

SECTION IV – MAINTENANCE, REPAIRS AND REPLACEMENT

A. The Secondary Users shall be responsible for the cost of any periodic maintenance and repairs of all end user equipment provided through this Agreement. All maintenance and repairs shall be conducted by a vendor or other service technician selected by the Communications Chief.

B. The Secondary Users shall be responsible for the cost of replacement batteries necessary for any of the end user equipment provided through this Agreement.

C. The Secondary Users shall be responsible for the current market replacement cost of all end user equipment provided through this Agreement due to loss and/or irreparable damage

incurred while in the possession of the Secondary Users. The Secondary Users shall report all losses and damages of end user equipment to the Communications Chief within five (5) calendar days of the date of occurrence.

SECTION V – AUDITS AND REPORTS

- A. The Secondary Users fully understand that the end user equipment provided through this Agreement was acquired through a federal grant and is therefore subject to periodic audit inspections by both the City and federal government agencies. The City will endeavor to notify the Secondary Users of scheduled audit inspections as far in advance as practicable. The Secondary Users will abide by all audit inspections and reporting requirements.
- B. Annually, the City will issue the Secondary Users an inventory reporting form for all end user equipment provided through this Agreement. This inventory reporting form will be included with the annual user fee invoice and will be completed by the Secondary Users and returned with the annual user fee payment.
- C. The Secondary User shall not release or otherwise disclose it's possession and/or use of the End User Equipment in any form, including but not limited to written, electronic or visual media, without prior written approval from the City. Any violation of this provision may be cause for immediate termination of this Agreement.

SECTION VI – ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. The Secondary Users may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.

- B. The Secondary Users shall not transfer possession of any end user equipment provided through this Agreement to any other party without the express written consent of the City.

SECTION VII – TERMINATION BY SECONDARY USERS

Secondary Users may terminate this Agreement at any time upon 120-calendar days advance written notice issued to the City. Conditions of termination by Secondary Users may include Secondary Users' decision to terminate or alter its services. In such circumstances, Secondary Users shall still be obligated to pay the full annual user fee for the current year; and, Secondary Users shall be responsible for all costs associated with the removal and return to the City all end user equipment provided through this Agreement. Removal and return of all end user equipment shall be scheduled by the City and performed by a vendor or other service technician selected by the City. Secondary Users shall cooperate with the timely removal and return of all end user equipment.

SECTION VIII – TERMINATION BY THE CITY

The City may terminate this Agreement at any time upon 120-calendar days advance written notice issued to the Secondary Users. In addition, the City reserves the right to immediately terminate this Agreement in accordance with Section III(B) or Section V(C) for unauthorized use or communication concerning the End User Equipment. Conditions of termination by the City may coincide with the termination or alternation of franchise agreements with Secondary Users or for any other reason that the City deems is in the best interest of service to the City. In such circumstances, Secondary Users shall still be obligated to pay the pro-rated portion of the annual user fee for the current year through the date of termination. Removal and return of all end user equipment shall be scheduled by the City and performed by a vendor or other service technician selected by the City. Secondary Users shall cooperate with the timely removal and return of all end user equipment.

SECTION IX – INDEMNIFICATION

The Secondary User agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns, and the Southern Nevada Area Communications Council and its member agencies, agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of the any of the provisions of this Agreement.

SECTION X – AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

SECTION XI – INTEGRATION AND AMENDMENTS

This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.

SECTION XII – NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SECONDARY USER:

Leslie Paul Luke, CEO/Managing Director
Summerlin Hospital Medical Center
657 Town Center Drive
Las Vegas, NV 89144

TO CITY:

Communications Chief
Las Vegas Combined Communication Center
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

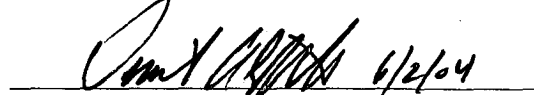
IN WITNESS WHEREOF, the parties have approved this Agreement on the date and year first hereinabove appearing and their authorized officers have affixed their names hereto.

CITY OF LAS VEGAS

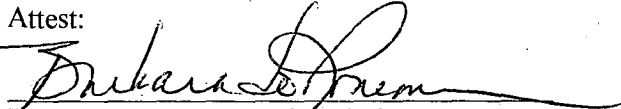
By:


Louis Amell, Communications Chief

APPROVED AS TO FORM:

 6/2/04
Daniel Still, Deputy City Attorney

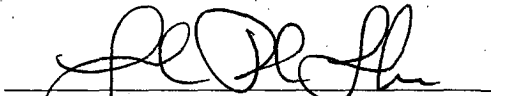
Attest:


Barbara Jo Ronemus, City Clerk

6-16-04
Date

SUMMERLIN HOSPITAL MEDICAL CENTER

By:


Leslie Paul Luke, CEO/Managing Director

APPROVED AS TO FORM:

Attorney/Name Signature

Attest:

Clerk Name/Signature

Date

APPENDIX "A"

**SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
ANNUAL PER RADIO USER FEE ASSESSMENT SCHEDULE**

Description	Cost
Annual SNACC Per Radio User Fee Assessment ¹	\$189.00 per radio

¹ The annual per radio user fee listed herein is current on the effective date of this Agreement and is adjusted periodically by the SNACC Board of Directors during a public meeting posted in accordance with Nevada open meeting laws (NRS 241.020).

APPENDIX "B"

**SUMMERLIN HOSPITAL MEDICAL CENTER
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION**

Quantity	Description of Facility	Primary Address of Facility ²
1	Emergency Department	657 Town Center Drive Las Vegas, NV 89144
1	TOTAL	

² For the purpose of audits/inspections of equipment installed in vehicles denote the street address of the primary deployment location.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: HUMAN RESOURCES**DIRECTOR: F. CLAUDETTE ENUS**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of payment for a permanent partial disability award - Claim #WC03050114 - as required under the workers' compensation statutes (\$38,265 - Workers' Compensation Internal Service Fund)

Fiscal Impact☐**No Impact**☒**Budget Funds Available**☐**Augmentation Required****Amount: \$38,265****Dept./Division: Human Resources - Insurance****Funding Source: Workers' Compensation Internal Service Fund****PURPOSE/BACKGROUND:**

A Deputy City Marshal was diagnosed with a Posterior and Medial Cruciate Ligament tears in his left knee after falling from his bicycle while pursuing a suspect. He has been evaluated by a state authorized rating doctor who determined that the injury resulted in a 10 percent whole person impairment.

RECOMMENDATION:

Approval of the \$38,265

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Governmental Money Purchase Plan & Trust Adoption Agreement and Administrative Services Agreement with ICMA Retirement Corporation to establish a 401(a) final pay plan

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Human Resources - Insurance

Funding Source:

PURPOSE/BACKGROUND:

Adopt a Final Pay Plan in accordance with Internal Revenue Service (IRS) code section 401(a) to allow employees, at time of separation of service, to defer unused vacation pay, unused and payable sick leave, severance pay and/or TILO pay into a Final Pay Deferral Account. This program will be voluntary.

RECOMMENDATION:

Approval of Governmental Money Purchase Plan & Trust Adoption Agreement and Administrative Services Agreement with ICMA Retirement Corporation

BACKUP DOCUMENTATION:

1. ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement for the City of Las Vegas 401 Plan
2. Attachment to the City of Las Vegas 401 Plan Money Purchase Plan and Trust Adoption Agreement
3. Administrative Services Agreement Type 401, Account Number 8669

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Account Number 10- _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. The Plan shall be known as:

City of Las Vegas 401 Plan

[906]

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☐ Yes ☒ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates: _____

I. Employer Name: City of Las Vegas

[902]

II. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:
July 1, 2004

III. Plan Year will mean:

☒ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.04(i) of the Plan.)

[803]

☐ The twelve (12) consecutive month period commencing on _____ and each anniversary thereafter.

[803]

IV. Normal Retirement Age (not to exceed age 65) shall be age 65.

[288]

V. ELIGIBILITY REQUIREMENTS:

1. The following group(s) of Employees are eligible to participate in the Plan:

_____	All Employees
<u> X </u>	All Full-Time Employees
_____	Salaried Employees
_____	Non-union Employees
_____	Management Employees
_____	Public Safety Employees
_____	General Employees
_____	Other (specify below):

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be N/A (write N/A if an Employee is eligible to participate upon employment).

[344]

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21). Write N/A if no minimum age is declared.

[341]

VI. ~~CONTRIBUTION PROVISIONS~~ See Amendment

1. The Employer shall contribute as follows (choose one):

☐ **Fixed Employer Contributions With Or Without Mandatory Participant Contributions.**

The Employer shall contribute on behalf of each Participant _____ % of earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan). Each Participant is required to contribute _____ % of earnings or \$_____ for the Plan Year as a condition of participation in the Plan. (Write "0" if no contribution is required.) If Participant Contributions are required under this option, a Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Participant Contribution.

☐ Yes ☐ No

[621]

The pick-up provision specifies that the contribution is treated, for federal income tax purposes, as though it is made by the employer. The pick-up provision allows the employee to defer taxes on the employee mandatory contribution. The actual result is the same as if the contribution were a reduction in that employee's salary by the amount of the contribution. Picked up contributions are NOT exempt from Social Security tax.

[Note to Employer: A determination letter issued to an adopting Employer is not a ruling by the Internal Revenue Service that Participant contributions that are picked up by the Employer are not includable in the Participant's gross income for federal income tax purposes. The Employer may seek such a ruling.

[Picked up contributions are excludable from the Participant's gross income under section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 81-35, 1981-1 C.B. 255. Those requirements are (1) that the Employer must specify that the contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employee; and (2) the employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the plan.]

☐ **Fixed Employer Match of Participant Contributions.**

The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$_____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☐ **Variable Employer Match Of Participant Contributions.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$_____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Participant contributions exceeding in the aggregate _____% of Earnings or \$_____).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or _____% of Earnings, whichever is _____ more or _____ less.

2. Each Participant may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

☐ Yes

☐ No

3. Employer contributions and Participant contributions shall be contributed to the Trust in accordance with the following payment schedule: (please circle one choice)

[611]

0	Bi-Weekly	1	Weekly	2	Semi-Weekly
3	Bi-Monthly	4	Monthly	5	Semi-Monthly
6	Bi-Quarterly	7	Quarterly	8	Semi-Quarterly
9	Bi-Annually	10	Annually	11	Semi-Annually

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- (a) Overtime ☐ Yes ☐ No
- (b) Bonuses ☐ Yes ☐ No

VIII. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 5.02 and 5.03 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (f) of the Plan will apply unless another method has been indicated below.

- ☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

None

2. If the Participant is or has ever been a participant in a defined benefit plan maintained by the Employer, and if the limitation in Section 5.03 of the Plan would be exceeded, then the Participant's Projected Annual Benefit under the defined benefit plan shall be reduced in accordance with the terms thereof to the extent necessary to satisfy such limitation. If such plan does not provide for such reduction, or if the limitation is still exceeded after the reduction, annual additions shall be reduced to the extent necessary in the manner described in Sections 5.02 and 5.02. The methods of avoiding the limitation described in this paragraph will not apply if the Employer indicates another method below.

- ☐ Other Method. (Note to Employer: Provide below language which will satisfy the 1.0 limitation of section 415(e) of the Code. Such language must preclude Employer discretion. See section 1.415-1 of the Regulations for guidance.)
- _____
- _____

3. The limitation year is the following 12-consecutive month period:

IX. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements as noted and (2) the concurrence of the Plan Administrator.

<u>Years of Service Completed</u>	<u>Percent Vesting</u>
Zero	<u>100%</u>
One	<u> </u> %
Two	<u> </u> %
Three	<u> </u> %
Four	<u> </u> %
Five	<u> </u> %
Six	<u> </u> %
Seven	<u> </u> %
Eight	<u> </u> %
Nine	<u> </u> %
Ten	<u> </u> %

APPROVED AS TO FORM

X. Loans are permitted under the Plan, as provided in Article XIII:

☐ Yes ☒ No

[751]

XI. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XII. The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan.

XIII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XIV. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XV. An adopting Employer may not rely on a determination letter issued by the National or District Office of the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code. In order to obtain reliance with respect to plan qualification, the Employer must apply to the appropriate key district office for a determination letter.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 16 day of June, 2004.

EMPLOYER

By: [Signature]

Title: MAYOR, City of LAS VEGAS

Attest: [Signature]

APPROVED AS TO FORM:

[Signature] 6/2/04
ACCEPTED BY DATE CMA RETIREMENT CORPORATION

[Signature]
Title: Corporate Secretary

Attest:

[Signature]
Attest:

By [Signature]
BARBARA J. HENRIKSON, City Clerk

ATTACHMENT TO THE City of Las Vegas
~~INSERT NAME OF EMPLOYER~~ ~~insert name of employer~~ GOVERNMENTAL
MONEY PURCHASE PLAN AND TRUST ADOPTION AGREEMENT

Section VI.1. Fixed Employer Contributions With Or Without Mandatory Participant Contributions.

A. The Employer shall contribute on behalf of each Participant _____ % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan). Mandatory Participant Contributions

- ☐ are required
☒ are not required

to be eligible for this Employer Contribution.

B. Notwithstanding Section 4.03 of the Plan, each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute N/A (insert range of percentages; e.g., 3%, 6%, or 20%) of the Employee's Earnings to the Plan for each Plan Year (subject to the limitations of Article V of the Plan). The Employer shall "pick-up" this contribution in accordance with Code section 414(h)(2). These contributions shall be accounted for in the Participant Contribution Account, and shall be nonforfeitable by the Participant at all times.

Newly eligible employees shall be provided an election window of N/A days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

If the employee does not make an election in the initial year of eligibility, the election to participate in the Mandatory Participant Contribution portion of the Plan ☐ may

☐ may not

be made in a later year. If a later election is allowed, an annual election window of N/A days (no more than 60 calendar days) shall be provided during which the election may be made. The election window shall run from N/A

to N/A (*insert annual time frame for the election window*). Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the year following the year of the election.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

C. Accrued Leave

- (X) 1. Notwithstanding Section 4.03 of the Plan, each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to contribute 0 % (*insert fixed percentage of final pay to be contributed*) or up to 100 % (*insert maximum percentage of final pay to be contributed*) of Final Pay to the Plan (subject to the limitations of Article V of the Plan). Final Pay shall be defined as accrued vacation, accrued sick leave, severance pay, time in lieu of pay.

(*insert definition of final pay, e.g. accrued vacation, accrued sick leave, accrued compensatory time, etc.*) that would otherwise be payable to the Employee upon termination. The Employer shall "pick-up" this contribution in accordance with Code section 414(h)(2). These contributions shall be accounted for in the Participant Contribution Account, and shall be nonforfeitable by the Participant at all times.

An annual election window of 30 days (*no more than 60 calendar days*) shall be provided during which the election may be made. The election window shall run from - to - (*insert annual time frame for the election window*). The election may be made no later than the election window in the year prior to the year of the Employee's termination. The contributions shall be made upon the Employee's termination from employment of the Employer.

Once elected, an Employee's election shall remain in force and may not be revised or revoked. In the event of re-employment to an eligible position, the Employee shall be entitled to make a new election under this section. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

- () 2. For each Plan Year, notwithstanding Section 4.03 of the Plan, each Employee eligible to participate in the Plan shall be given the opportunity

(insert time frame for remittance of contribution; e.g., January of the year following the year for which the leave is being contributed).

If the employee does not make an election in the initial year of eligibility, the election to participate in the Mandatory Participant Contribution portion of the Plan ☒ may

☐ may not

be made in a later year. If a later election is allowed, an annual election window of 30 days (*no more than 60 calendar days*) shall be provided during which the election may be made. The election window shall run from - to - (*insert annual time frame for the election window*). Participation in the Accrued Leave Mandatory Participant Contribution portion of the Plan shall begin in the year following the year of the election.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

[Note to Employer: Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are picked up by the Employer are not includable in the Participant's gross income for federal income tax purposes. The Employer may seek such a ruling.]

Picked up contributions are excludable from the Participant's gross income under section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Ruls. 81-35 and 81-36, 1981-1 C.B. 255, and 87-10, 1987-1 C.B. 136. Those requirements are (1) that the Employer must specify that the contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employee; (2) the employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the plan; and (3) the required specification of designated employee contributions must be completed before the period to which such contributions relate.]

Section VI.2. Each Participant may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

 Yes

X No

Section VI.3 . Employer contributions and Participant contributions shall be contributed to the Trust in accordance with the following payment schedule:

upon separation from service

Section VI.4. Employer ~~Final Pay~~ Contribution. N/A

The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan) for the year of termination.

Final Pay shall be defined as:

(insert definition of final pay, e.g. accrued vacation, accrued sick leave, accrued compensatory time, etc.) that would otherwise be payable to the Employee upon termination.

These contributions shall be accounted for in the Employer Contribution Account and shall be subject to vesting as required in Section X of the Adoption Agreement.

Section VI.5. Employer ~~Accrued Leave~~ Contribution. N/A

The Employer shall contribute as follows (choose one of the following options):

() For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ *(insert number of hours/days/weeks)* to the Plan (subject to the limitations of Article V of the Plan).

() For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

Eligible Participant is defined as:

___ All Participants,

___ Participants within ___ (insert number) years of Normal Retirement Age, or

___ Other: _____ *(define class of Participants).*

Accrued Leave shall be defined as:

(insert definition of accrued leave and, if applicable, how the cash equivalency is determined (e.g., Participant's hourly earnings)).

These contributions shall be accounted for in the Employer Contribution Account and shall be subject to vesting as required in Section X of the Adoption Agreement.

ADMINISTRATIVE SERVICES AGREEMENT

Type: 401

Account Number: 8669

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the ¹⁶~~1st~~ day of ~~July~~^{June}, 2004 (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of Las Vegas ("Employer") a City organized and existing under the laws of the State of Nevada with an office at 400 East Stewart Avenue, Las Vegas, Nevada 89101.

RECITALS

Employer acts as a public plan sponsor for a retirement plan ("Plan") with responsibility to obtain investment alternatives and services for employees participating in that Plan;

The VantageTrust (the "Trust") is a common law trust governed by an elected Board of Trustees for the commingled investment of retirement funds held by state and local governmental units for their employees;

RC acts as investment adviser to the Trust; RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide." The Funds are available only to public employers and only through the Trust and RC.

In addition to serving as investment adviser to the Trust, RC provides a complete offering of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Appointment of RC

Employer hereby designates RC as Administrator of the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets in the Plan deposited with the Trust. The functions to be performed by RC include:

- (a) allocation in accordance with participant direction of individual accounts to investment Funds offered by the Trust;
- (b) maintenance of individual accounts for participants reflecting amounts deferred, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;

- (d) communication to participants of information regarding their rights and elections under the Plan; and
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and investment, management and disbursement of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time. It is understood that the term "Employer Trust" as it is used in the Declaration of Trust shall mean this Administrative Services Agreement.

3. Employer Duty to Furnish Information

Employer agrees to furnish to RC on a timely basis such information as is necessary for RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses and other identifying information (including tax identification numbers). RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and RC shall not be responsible for any error arising from its reliance on such information. RC will provide account information in reports, statements or accountings.

4. Certain Representations, Warranties, and Covenants

RC represents and warrants to Employer that:

- (a) RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for RC to serve in that capacity.
- (b) RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, Inc. (a wholly owned subsidiary of RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good

standing of the National Association of Securities Dealers, Inc.

RC covenants with employer that:

- (c) RC shall maintain and administer the Plan in compliance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code; provided, however, RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of RC's standardized plan document, RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document.

Employer represents and warrants to RC that:

- (d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

5. Participation in Certain Proceedings

The Employer hereby authorizes RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Employer Plan. Unless Employer notifies RC otherwise, Employer consents to the disbursement by RC of benefits that have been garnished or transferred to a former spouse, spouse or child pursuant to a domestic relations order.

6. Compensation and Payment

- (a) Plan Administration Fee. The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed based on average daily net Plan assets in the Trust.
- (b) Account Maintenance Fee. There shall be an annual account maintenance fee of \$0.00. The account maintenance fee is payable in full on January 1st of each year on each account in existence on that date. For accounts established AFTER January 1st, the fee is payable on the first day of the calendar quarter following establishment and is prorated by reference to the number of calendar quarters

remaining on the day of payment. See Appendix A for EZLink terms and conditions.

- (c) Compensation for Management Services to the Trust and Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that in addition to amounts payable under this Agreement, RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly-owned subsidiaries of RC receive compensation for advisory and other services furnished to the Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. The fees referred to in this subsection are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series.
- (d) Mutual Fund Services Fee. There is an annual charge of 0.15% assessed against average daily net Plan assets invested in the Trust's Mutual Fund Series.
- (e) Payment Procedures. All payments to RC pursuant to this Section 6 shall be paid out of the Plan assets held by the Trust and shall be paid by the Trust. The amount of Plan assets held in the Trust shall be adjusted by the Trust as required to reflect such payments.

7. Custody

Employer understands that amounts invested in the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by RC and are not to be remitted to RC. In the event that any check or wire transfer is incorrectly labeled or transferred to RC, RC will return it to Employer with proper instructions.

8. Responsibility

RC shall not be responsible for any acts or omissions of any person other than RC in connection with the administration or operation of the Plan.

9. Term

This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other.

10. Amendments and Adjustments

- (a) This Agreement may not be amended except by written instrument signed by the parties.
- (b) The parties agree that an adjustment to compensation or administrative and operational services under this Agreement may only be implemented by RC through

a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.

- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

11. Notices

All notices required to be delivered under Section 10 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C. 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

12. Complete Agreement

This Agreement shall constitute the sole agreement between RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

APPROVED AS TO FORM:

10/26/04
DATE

CITY OF LAS VEGAS

by: [Signature]
Signature/Date

MAYOR, City of LAS VEGAS

Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT
CORPORATION

by: Paul F. Gallagher
Paul Gallagher
Corporate Secretary

Attest:

By [Signature]
BARBARA JO RONEMUS, City Clerk

Appendix 1

I. The annual Account Maintenance Fee for individual whose Employers do not use EZLink for enrollment and contribution processing shall be \$36.00.

II. The annual Account Maintenance Fee for individual whose Employers are using EZLink for enrollment and contribution processing, where average participant account balance is less than \$25,000 shall be \$25.00.

III. The annual Account Maintenance Fee for individuals will be waived (\$0.00) for Employers who use EZLink for enrollment and contribution processing, where the average participant account balance is equal to or greater than \$25,000. **This fee applies to this Plan.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: MUNICIPAL COURT

DIRECTOR: JAMES P. CARMANY

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of annual purchase order for instructors and speaker services for Las Vegas Municipal Court's court-ordered defendant classes and programs provided by the Court's Alternative Sentencing and Education Division (ASED) - (Annual aggregate amount of \$273,300 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$273,300

☒

Budget Funds Available

Dept./Division: Municipal Court/ASED

☐

Augmentation Required

Funding Source: CLV General Fund

PURPOSE/BACKGROUND:

This request provides for instructors to conduct classes for ASED's Misdemeanor Programs Unit and Traffic School as well as speaker services for the First Offender Prostitution Program administered by ASED, for the period from July 1, 2004 through June 30, 2005.

RECOMMENDATION:

That the City Council approve annual purchase order for instructor and speaker services, and that the Court Administrator be authorized to execute contracts with said individuals in the aggregate annual amount of \$273,300.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: MUNICIPAL COURT

ITEM DESCRIPTION: Approval of annual purchase order for instructors and speaker services for Las Vegas Municipal Court's court-ordered defendant classes and programs provided by the Court's Alternative Sentencing and Education Division (ASED) - (Annual aggregate amount of \$273,300 - General Fund)

Instructor services to conduct classes on Domestic Violence (Levels I and II); Driving Under the Influence; Petit Larceny; Impulse Control; Substance Abuse; Traffic Safety classes for Coaching the Experienced Driver (Levels I and II); Attitudinal Dynamics of Driving; Alive at 25; Road Rage; and Drinking Driver Awareness; as well as Speaker services for the First Offender Prostitution Program classes.

Misdemeanor Programs Unit

\$188,600

Jose Bolanos
Victoria Coleman
Brock Croy
Michael Allen Davis
Charles DiPinto
Irene Jamison
C. J. McLaurin
Howard Meadows
Gail Moses
Joan Rodano
Keith Roylance
Clarence A. Sutton
Sharon Walton
Benjamin Wright

And such additional instructors/speakers as may be deemed necessary

Traffic School

\$65,000

Jose Bolanos
Irene Booth
Charles DiPinto
John Harney
David Moody
Gail Moses
James Stiles
Eddie Washington

And such additional instructors/speakers as may be deemed necessary

First Offender Prostitution Program (FOPP)

\$ 19,700

Roseline E. Pouinard
Clark County Health District
Las Vegas Metropolitan Police Department
New Speaker (TBA)

And such additional instructors/speakers as may be deemed necessary

Annual Aggregate Amount (General Fund)

\$273,300

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: MUNICIPAL COURT

DIRECTOR: JAMES P. CARMANY

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of annual purchase order for interpreters/translators for Las Vegas Municipal Court's court-ordered classes, appointments, and curriculum materials provided by the Court's Alternative Sentencing and Education Division (ASED) - (Annual aggregate amount of \$32,000 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$32,000

☒

Budget Funds Available

Dept./Division: Municipal Court/ASED

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This request provides for interpreters/translators (foreign and sign language as well as deaf captioning) to provide interpreting and translating services, including simultaneous, for court-ordered classes, appointments, curriculum materials, and program contacts administered by ASED for the period from July 1, 2004 through June 30, 2005.

RECOMMENDATION:

That the City Council approve annual purchase order for the interpreters/translators and that the Court Administrator be authorized to execute contracts with said individuals in the aggregate annual amount of \$32,000.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: MUNICIPAL COURT

ITEM DESCRIPTION: Approval of annual purchase order for interpreters/translators for Las Vegas Municipal Court's court-ordered classes, appointments, and curriculum materials provided by the Court's Alternative Sentencing and Education Division (ASED) - (Annual aggregate amount of \$32,000 - General Fund)

Interpreter/Translator services to be provided for the Misdemeanor Programs Unit, Traffic School, and First Offender Prostitution Program, specifically: Domestic Violence (Levels I and II); Driving Under the Influence; Petit Larceny; Impulse Control; Substance Abuse; Coaching the Experienced Driver (Levels I and II); Attitudinal Dynamics of Driving; Alive at 25; Road Rage; and Drinking Driver Awareness classes. Additionally, Interpreter/Translator services to be provided for speakers for the First Offender Prostitution Program classes, as well as for appointments, curriculum materials, and program contacts.

Vivian Wright- Language Network \$ 7,000

Interpreters/Translators provided by the
Eighth Judicial District Court Interpreting Services
and such additional individual Interpreters/Translators
as may be deemed necessary: \$25,000

Apichonrattanakorn, Thirawat
Brandon, Kim E.
Choi, Sung
Dollani, Pirro
Fernandez, Rose
Hong, Sunny
Layton, Susan
Maldonado, Mario
Markakis, Catherine
Milburn, Sammy
Page, Silvia
Scott, Crystina
Turnier, Justin
Wright, Vivian De Armas
Young, Alex

Annual Aggregate Amount (General Fund) \$32,000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: MUNICIPAL COURT**DIRECTOR: JAMES P. CARMANY**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

Approval of annual purchase order for Alternate Judge services for Municipal Court (Annual aggregate amount of \$60,000 - General Fund)

Fiscal Impact☐**No Impact****Amount: \$60,000**☒**Budget Funds Available****Dept./Division: Municipal Court/Judges**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

This request provides for Alternate Judge services for Municipal Court during the period of July 1, 2004 through June 30, 2005. This request is exempt from competitive bidding requirements pursuant to NRS 332.115.1(b), Professional Services. During the contract period, additional individual Alternate Judges may be added to provide service as required with prior approval from the Mayor.

RECOMMENDATION:

That the City Council approve annual purchase order for Alternate Judge services and that the Court Administrator be authorized to execute contracts with said individuals in the aggregate annual amount of \$60,000.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed for Item 39 that his brother, STEVEN MACK, owns a SuperPawn shop, for which he is a consultant, near the involved location; however, he would be voting, as his brother has not mentioned the matter to him and his business would not be impacted. Moreover, COUNCILMAN MACK indicated that Item 36 lists a STEVEN MACK that is not related to him.

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: MUNICIPAL COURT

ITEM DESCRIPTION: Approval of annual purchase order for Alternate Judge services for Municipal Court (Annual aggregate amount of \$60,000 - General Fund)

Licensed members in good Standing with the Nevada State Bar who have been approved by the Mayor to provide Alternate Judge services as needed for the various Court Departments during the absence of the Court's regular Judge(s) due to an administrative meeting, conference, vacation, illness or any unforeseen event. During the contract period, additional individuals may be added to provide service as required with prior approval from the Mayor.

Name:

Nancy L. Allf

Michael A. Federico

Dayvid Figler

Larry L. Ketzenberger

Gary D. Lang

John P. Lavery

Steven J. Mack

Michael Morey

Walter V. Norwood

Troy E. Peyton

Gary A. Pulliam

Robert S. Qualey

Susan Williams Scann

Steven Shinn

Gerald D. Waite

Larry J. Weinstein

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: MUNICIPAL COURT

DIRECTOR: JAMES P. CARMANY

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of annual purchase order for interpretation services for Municipal Court (Annual aggregate amount of \$128,820 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$128,820

☒

Budget Funds Available

Dept./Division: Municipal Court/Judges

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This request provides for certified court interpreters who provide translation services for Municipal Court during the period of July 1, 2004 through June 30, 2005. This request is exempt from competitive bidding requirements pursuant to NRS 332.115.1(b), Professional Services. During the contract period, additional individual interpreters may be added to provide service as required.

RECOMMENDATION:

That the City Council approve annual purchase order for interpreter service and that the Court Administrator be authorized to execute contracts with said individuals in the aggregate annual amount of \$128,820.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: MUNICIPAL COURT

ITEM DESCRIPTION: Approval of annual purchase order for interpretation services for Municipal Court (Annual aggregate amount of \$128,820 - General Fund)

Certified Court Interpreters who have been approved by the Court to provide translation services for the various Courtroom Departments as needed. During the contract period, additional individuals may be added to provide service as required.

NAME		
Apichonrattanakorn, Thirawat	Arquero, Mildred	Berry, Michael T.
Black, Catherine	Borgel, Wai-Mel	Calvillo, Manuel
Chan, Betty	Choi, Sung	Cisneros, Consuelo C.
D'Angelo, Anita	Dollani, Pirro	Fernandez, Rose
Fraga, Cristina M.	Gomez, Maria P.	Gonzalez, Ricardo CPA
Gueorguieva, Reni	Haasmann, Yul	Hanks, Jeffrey
Herrera, Alicia G.	Hong, Sunny	Jimenez, Miriam
Kaufusi, Malakai H.	Kawaguchi, Roy J.	Kuzmanovic, Zivorad
Labasan, Samson C.	Mackenna, Nelson	Madrigal, Francisco J.
Maldonado, Mario	Markakis, Catherine	McGimsey, Xuan T.
Melannie, Ivonne	Milburn, Sammy	Mitik-Dimovska, Snezana
Mizrachi, Pnina	Neal, Catherine J.	Ocougne De Gascon, Renee
Ontiveroz, Dubravka	Page, Silvia	Pelas, Veronica A.
Peters, Maria	Pfeiffer, Caridad	Preston Bass Interpreting Services
Quereshi, Munir	Realmuto, Diva D.	Roth, Michelle
Ryan, Kim	Salimian, Reza	Santana, Carlos Manuel
Saroyan, Siranoush	Scott, Crystina L.	Shah, Joseph
Shevchenko, Eugenia	Smith, Imeleta	Suksangasophon, Supasong
Taha, Mohammad A.	Tordjman, Theresa	Torres, Mario
Tran, Moonlight	Trujillo, Diego	Vaenuku, Ana
Villar, Laura	Weiss, Betty Alexandra	Wilson, James B.
Young, Alex		

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Deferred Loan Agreement expending \$40,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 3709 El Cortez Avenue - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$40,000

☒

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Devel.

☐

Augmentation Required

Funding Source: HOME

PURPOSE/BACKGROUND:

Mr. Gonzalez and his wife live on an annual household income of \$22,596 that qualifies them for a HOME funded Deferred Housing Rehabilitation Loan. The home is in need of a new roof, structural improvements to support the roof framing, windows, doors, plumbing and electrical repairs and asbestos abatement. Total job cost includes payment to the lowest responsive bidding contractor, preliminary title report, credit report, recording fee, real estate appraisal, structural engineering calculations, asbestos testing and removal, and work contract contingency.

RECOMMENDATION:

Staff recommends that the City Council approve the loan and authorize the Mayor to execute the Deferred Loan Agreements with the homeowner upon approval by the City Attorney.

BACKUP DOCUMENTATION:

Deferred Loan Agreement

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

DEFERRED LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of June, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and Federico Gonzalez, (herein the "Owner").

WITNESSETH:

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

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

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

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

WHEREAS, the City, through the Neighborhood Development Division of the Neighborhood Services Department, has established a Residential Rehabilitation Deferred Loan Program (Loan Program) to enable low-to-moderate income homeowners who reside in their homes within the City of Las Vegas to obtain loans from the City to assist homeowners in making their homes safe and livable; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as 3709 El Cortez Avenue, which more particularly described as: Las Verdes Heights Unit #4, Plat Book 8 Page 8, Lot 16 Block 2, City of Las Vegas, County of Clark, State of Nevada, which serves as the Owner's home (hereafter "Owner's home" or "Property"); and

WHEREAS, the Owner desires to have certain rehabilitation work performed on the Owner's home which is described as follows to wit: New roof, new structural supports for the roof framing, windows, doors, paint, electrical and plumbing repairs, cabinetry, asbestos removal, (hereinafter "Rehabilitation Work"); and

WHEREAS, the Owner desires to obtain from the City a loan which is to be used solely for the Rehabilitation Work of the Owner's home;

NOW, THEREFORE, it is mutually agreed by and between the parties that:

1. The City agrees to lend to the Owner, and the Owner agrees to borrow from the City, the sum of Thirty five thousand forty four and 90/100--Dollars (\$35,044.90) (herein the "HOME Program Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work on the Owner's home.

2. The Owner agrees to execute any contract required to effect completion of the Rehabilitation Work on the Owner's home. Changes in the amounts to be paid for the labor and/or materials shall be authorized only by a written Change Order, which must be signed by the Owner and the contractor performing the Rehabilitation Work, but in no event shall any Change Order be executed without written approval of the City's Neighborhood Development Division. In the event that the Change Order changes the amount of the contract entered into for the Rehabilitation Work, the Loan will be adjusted accordingly unless the Change Order is not approved by the City.

3. The Owner agrees that the proceeds of the HOME Program Loan will be used solely for the rehabilitation of the Owner's home.

4. The Owner agrees to execute the Promissory Note and Deed of Trust, copies of which are attached hereto as Exhibits "A" and "B" in favor of the City and to repay the HOME Program Loan in accordance with the provisions of the Promissory Note. If, upon completion of the Rehabilitation Work, the amount expended for the Rehabilitation Work varies from the sum of \$35,044.90, the Owner agrees to execute a revised Promissory Note and Deed of Trust, if necessary, so that the amount of the indebtedness concurs with the amount expended for the Rehabilitation Work.

5. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of \$ 35,044.90. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

6. The Owner understands and agrees that the Loan is for the benefit of the Owner only and only as long as the Owner actually lives in Owner's home. In the event that all or any part of the improved real property that is the subject of this Agreement or an interest therein is sold, transferred or otherwise alienated, or if the Owner ceases to live in the Owner's home, the total amount of the Loan, without interest shall, at the discretion of the City, be immediately due and payable.

7. The Owner acknowledges that the loan is comprised of federal HOME funds. The Owner further understands and agrees that the City of Las Vegas requires that unit (Owner's home) assisted with federal funds remain affordable until the Owner's home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Owner's home in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:

- (1) The term of compliance is 10 years.
- (2) The Property must be used as the Owner's principal home.
- (3) No temporary subleases of Owner's home are allowed;
- (4) Federal funds, which comprise the loan, must be recaptured upon sale, transfer or change of ownership of Owner's home.
- (5) In the event of foreclosure, all deed restrictions contained herein in this provision and the Deed of Trust will terminate.
- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

8. The City will not subordinate its lien position for future lending except in the following circumstances: (1) to refinance an existing mortgage to a lower interest rate to reduce their monthly payment or (2) in the event of the death of the owner and the property is being refinanced to allow a new income eligible family member to acquire the property. Home equity loans will only be allowed if the financier of the loan is willing to take a subordinate position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the Owner receiving cash as a result of the new increased value of the asset will not be approved for subordination. An approved subordination will be allowed once during the affordability period.

9. Owner agrees to indemnify and save the City, its officers, employees and agents (collectively "City"), harmless from and against any claims or causes of action filed against City as a result from, related to, or arising out of Owner's action or inaction concerning the Rehabilitation work on Owner's home.

10. MISCELLANEOUS PROVISIONS

A. NOTICES

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

CITY

City of Las Vegas
Attention: Director,
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

OWNER:

Federico Gonzalez
3709 El Cortez Avenue
Las Vegas, NV 89102

B. AMENDMENTS

This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

C. TIME OF THE ESSENCE

Time is of the essence of this Agreement and each and every term, condition and provision hereof.

D. NO WAIVER

No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. COUNTERPARTS

This agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

F. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

G. HEADINGS AND INTERPRETATION

Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

H. CHOICE OF LAW

This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

1. SEVERABILITY

If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

J. ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

K. ASSIGNMENT

This agreement may not be assigned without the written consent of the City.

L. DISCLOSURE OF PRINCIPALS. Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, (Owner's name) warrants that it has disclosed, on the form attached hereto as Exhibit C, all principals, including, partners of Owner or anyone acquiring an interest in Owner's home, as well as all persons and entities holding more than 1% interest in Owner's home or any principal of the company acquiring Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change in the above disclosure within 15 days of any such change.

M. RIGHT TO REVIEW AND AUDIT

1. The Owner 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 Owners goes out of existence, the Agreement 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.

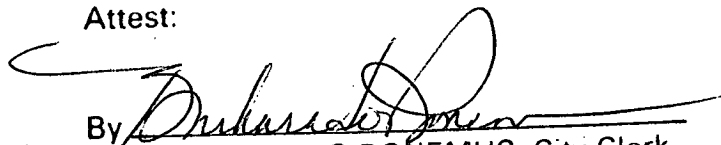
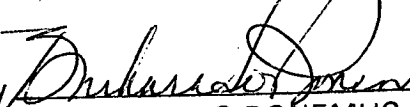
2. The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owners further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owners or its records or books are not located within Clark County Nevada, In the event of an inspection and audit, Owner agrees to deliver the records or books or have the records of 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 Owners are incomplete, the Owners agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owners further agrees to permit the City or the City's designated 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LAS VEGAS

BY: 
OSCAR B. GOODMAN, Mayor

ATTEST:

Attest:

By 
BARBARA JO RONEUMUS, City Clerk

Approved as to form:

 6/4/04
Date


FEDERICO GONZALEZ, Owner

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Carter Burgess, Incorporated, on behalf of John K. Biegger and JRJ Properties, owners (northwest corner of Sahara Avenue and Decatur Boulevard) - Ward 1 (Moncrief)

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 northwest corner of Sahara Avenue and Decatur Boulevard and extending westward on Sahara Avenue for approximately 345' consisting of trees, shrubs, ground cover, landscape lighting, and an irrigation system for a proposed AutoNation Desert Nissan car dealership. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (northwest corner of Sahara Avenue and Decatur Boulevard)
2. Copy of Encroachment Exhibit "B" (Sahara Avenue west of Decatur Boulevard)
3. Copy of Encroachment Exhibit "C" (Sahara Avenue west of Decatur Boulevard)
4. Copy of Encroachment Exhibit "D" (Sahara Avenue west of Decatur Boulevard)

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed for Item 39 that his brother, STEVEN MACK, owns a SuperPawn shop, for which he is a consultant, near the involved location; however, he would be voting, as his brother has not mentioned the matter to him and his business would not be impacted. Moreover, COUNCILMAN MACK indicated that Item 36 lists a STEVEN MACK that is not related to him.

CITY COUNCIL MEETING OF JUNE 16, 2004

Consent – Public Works

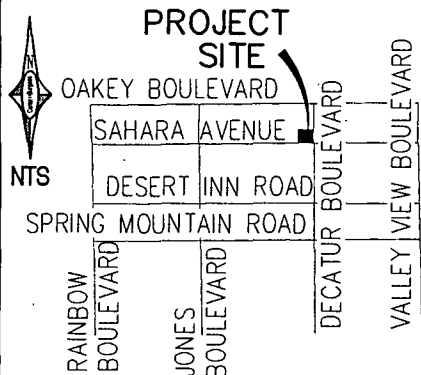
Item 39 – Approval of an Encroachment Request from Carter Burgess, Incorporated, on behalf of John K. Biegger and JRJ Properties, owners (northwest corner of Sahara Avenue and Decatur Boulevard) - Ward 1 (Moncrief)

MINUTES:

There was no related discussion.

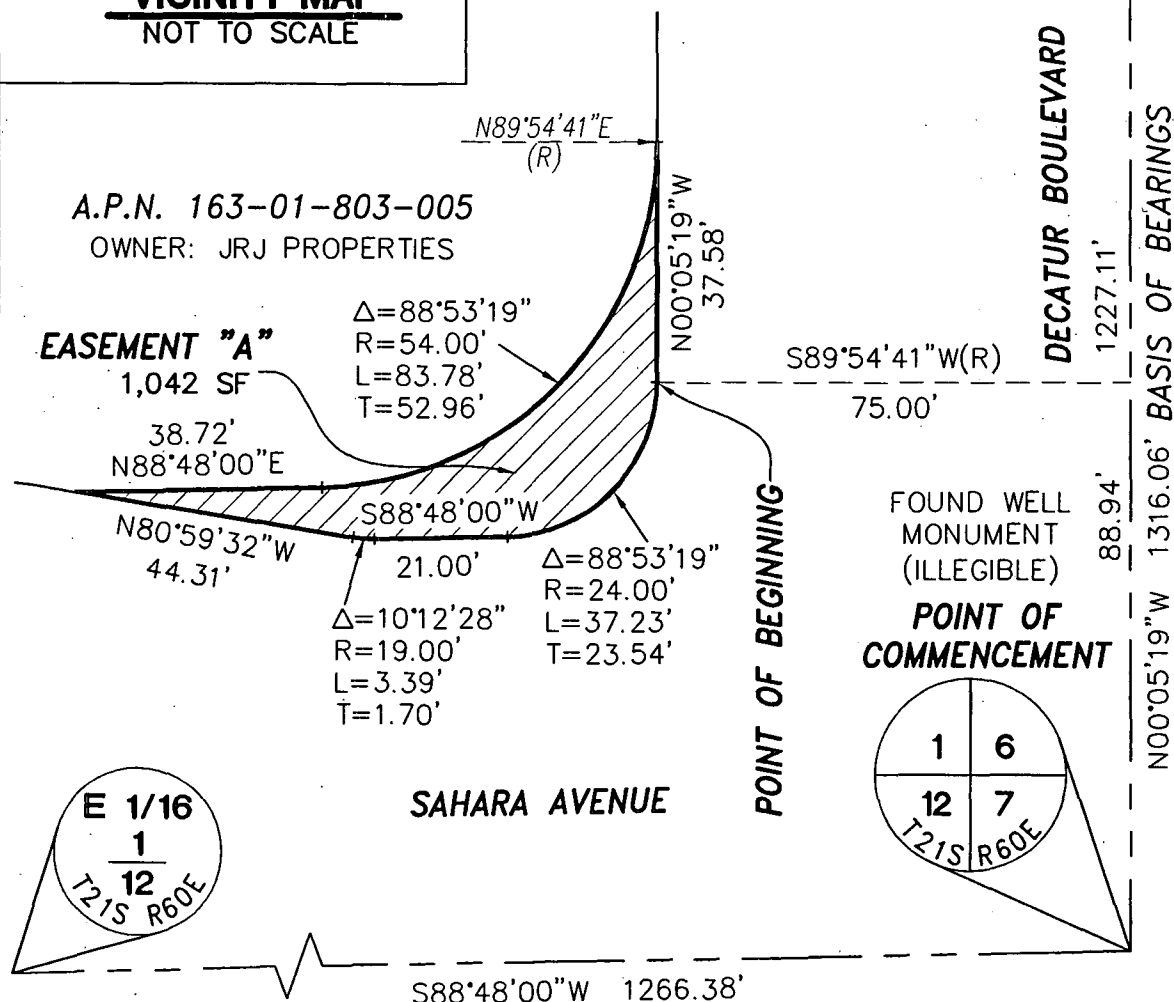
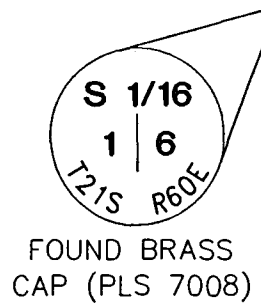
(9:41 – 9:44)

1-1199



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 30'

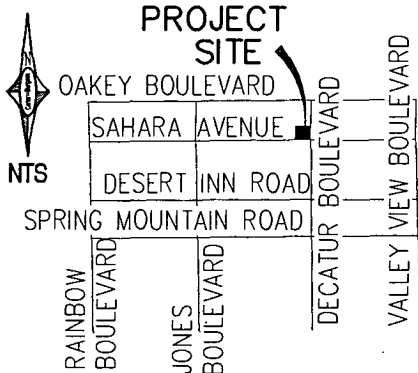


S: \240895\MAPPING\EXHIBITS\0895EX-LNDSCP (ESMT-A)

EXHIBIT A
LANDSCAPE EASEMENT

JOB NO: 240895
DATE: 04-21-04
DRAWN BY: EO
CHECKED BY: ML

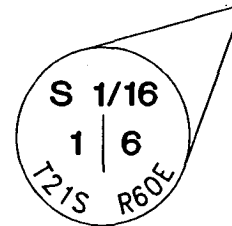
Carter-Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400



VICINITY MAP
NOT TO SCALE



SCALE: 1" = 30'

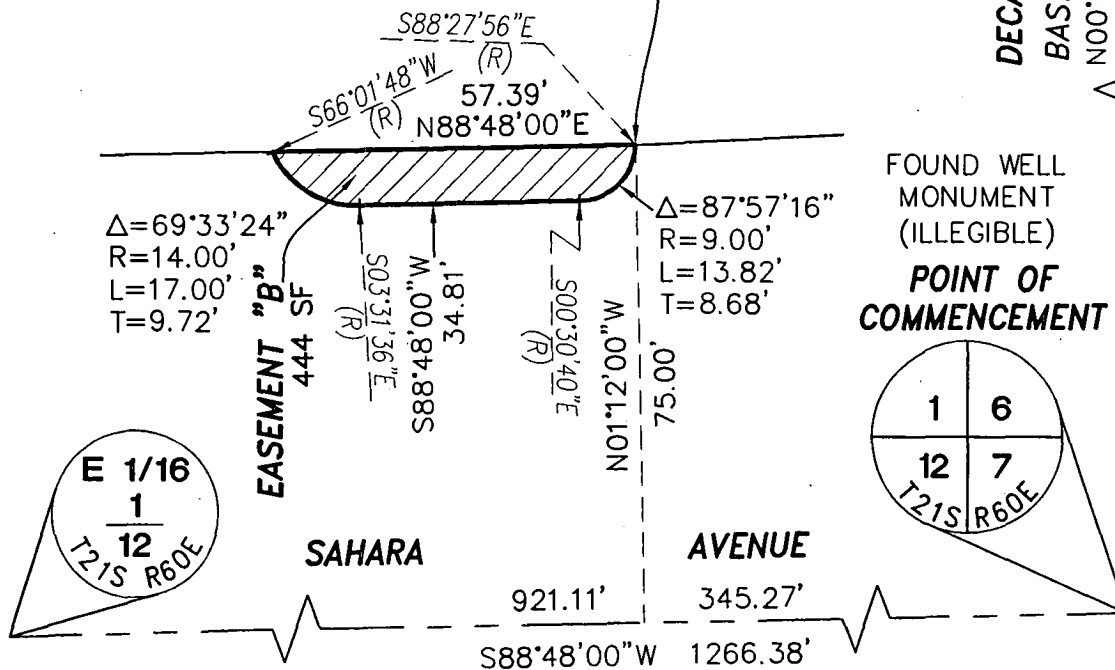


FOUND BRASS
CAP (PLS 7008)

A.P.N. 163-01-803-004

OWNER: JRJ PROPERTIES

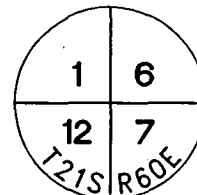
POINT OF BEGINNING



DECATUR BOULEVARD
BASIS OF BEARINGS
N00°05'19"W 1316.06'

FOUND WELL
MONUMENT
(ILLEGIBLE)

**POINT OF
COMMENCEMENT**



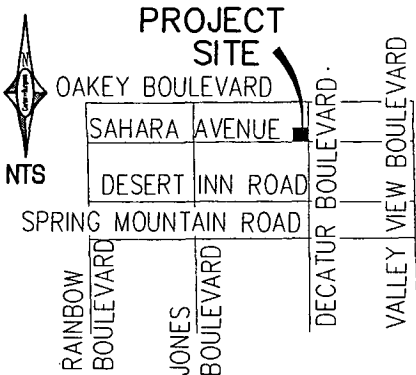
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EXHIBIT B
LANDSCAPE EASEMENT

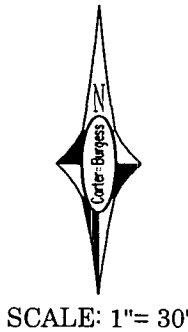
JOB NO: 240895
DATE: 04-21-04
DRAWN BY: EO
CHECKED BY: ML

Carter-Burgess

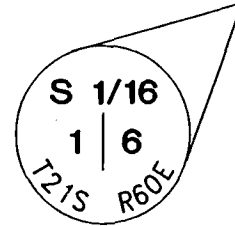
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400



VICINITY MAP
NOT TO SCALE



SCALE: 1" = 30'

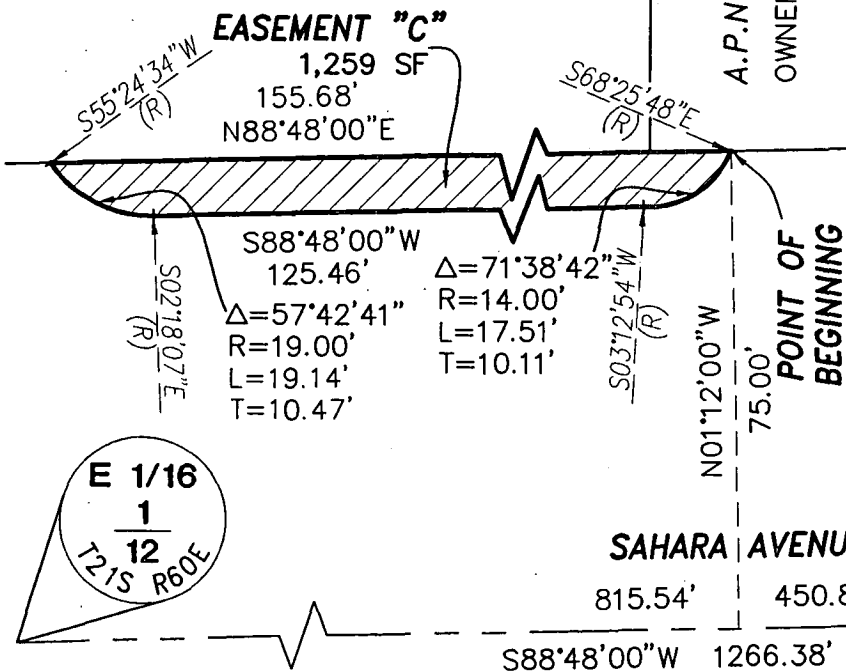


FOUND BRASS
CAP (PLS 7008)

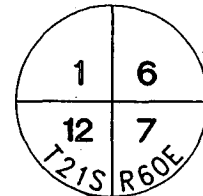
A.P.N. 163-01-803-003
OWNER: JOHN K. BIEGGER

A.P.N. 163-01-803-004
OWNER: JRJ PROPERTIES

DECATUR BOULEVARD
BASIS OF BEARINGS
N00°05'19"W 1316.06'



FOUND WELL
MONUMENT
(ILLEGIBLE)
**POINT OF
COMMENCEMENT**

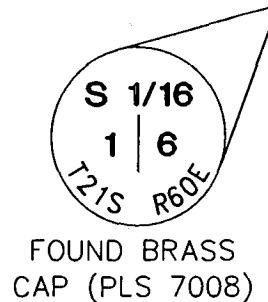
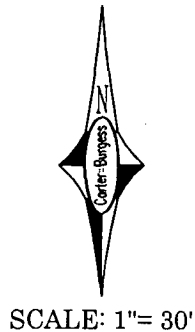
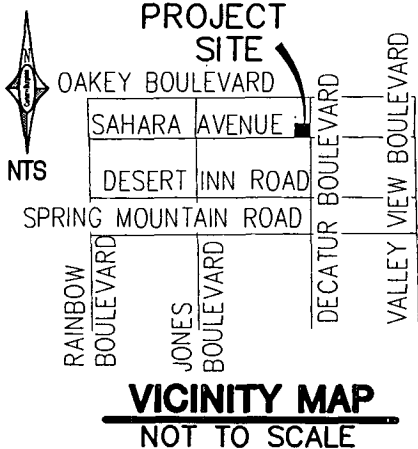


S: \240895\MAPPING\EXHIBITS\0895EX-LNDSCP (ESMT-C)

EXHIBIT C
LANDSCAPE EASEMENT

JOB NO: 240895
DATE: 04-21-04
DRAWN BY: EO
CHECKED BY: ML

Carter-Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400



A.P.N. 163-01-803-003
OWNER: JOHN K. BIEGGER

EASEMENT "D"

774 SF 93.13' S87°58'54"E (R)
N88°48'00"E

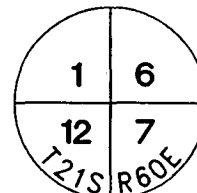
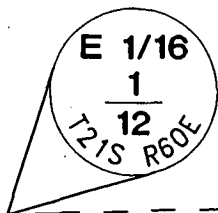
S88°48'00"W 84.02'
N00°05'19"W 8.49'

$\Delta = 88^\circ 38' 14"$
R = 9.00'
L = 13.92'
T = 8.79'

S00°39'21"W (R)
N01°12'00"W 75.00'

POINT OF BEGINNING

FOUND WELL
MONUMENT
(ILLEGIBLE)
POINT OF COMMENCEMENT



SAHARA AVENUE

608.72' 657.66'
S88°48'00"W 1266.38'

DECATUR BOULEVARD
BASIS OF BEARINGS
N00°05'19"W 1316.06'

S: \240895\MAPPING\EXHIBITS\0895EX-LDNSCP (ESMT-B)

EXHIBIT D
LANDSCAPE EASEMENT

JOB NO: 240895
DATE: 04-21-04
DRAWN BY: EO
CHECKED BY: ML

Carter-Burgess
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Encroachment Request from Pardee Homes Nevada, owner (northwest corner of Tee Pee Lane and Severance 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 on the west side of Tee Pee Lane between Severance Lane and Farm Road and on the north side of Severance Lane extending westward from Tee Pee Lane for approximately 555' consisting of trees, shrubs, ground cover, and an irrigation system to meet Town Center Landscaping Requirements for the proposed Pardee at Town Center Assemblage 60/75 #3 subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability, and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (Tee Pee Lane south of Farm Road)
2. Copy of Encroachment Exhibit "B" (northwest corner of Tee Pee Land and Severance Lane)

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

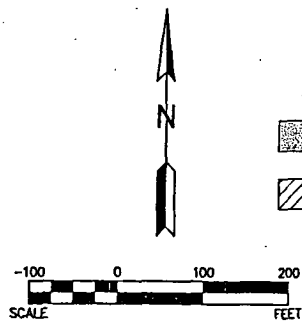
Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199



ENCROACHMENT LEGEND

- SIGHT VISIBILITY ZONE
- PROPOSED LANDSCAPE ENCROACHMENT AREA

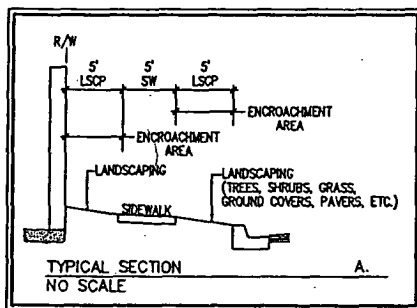
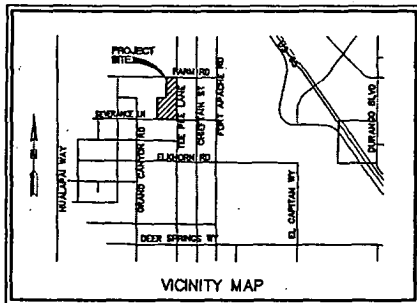
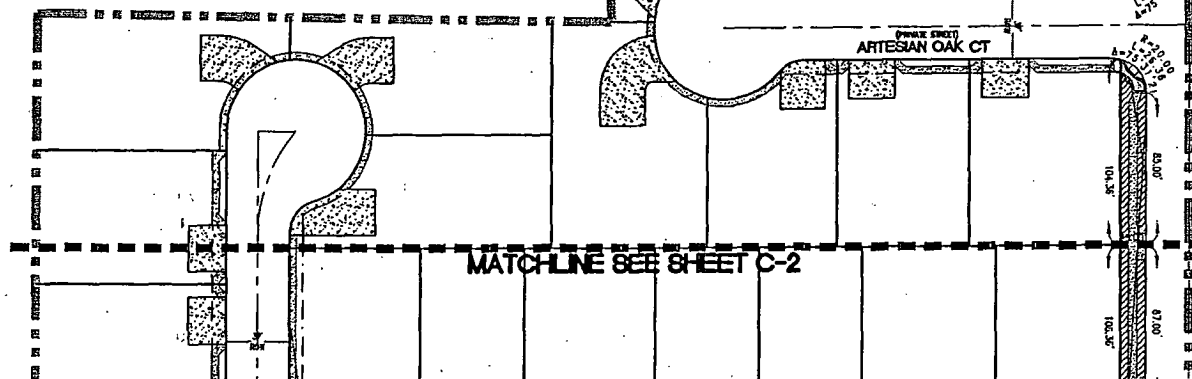


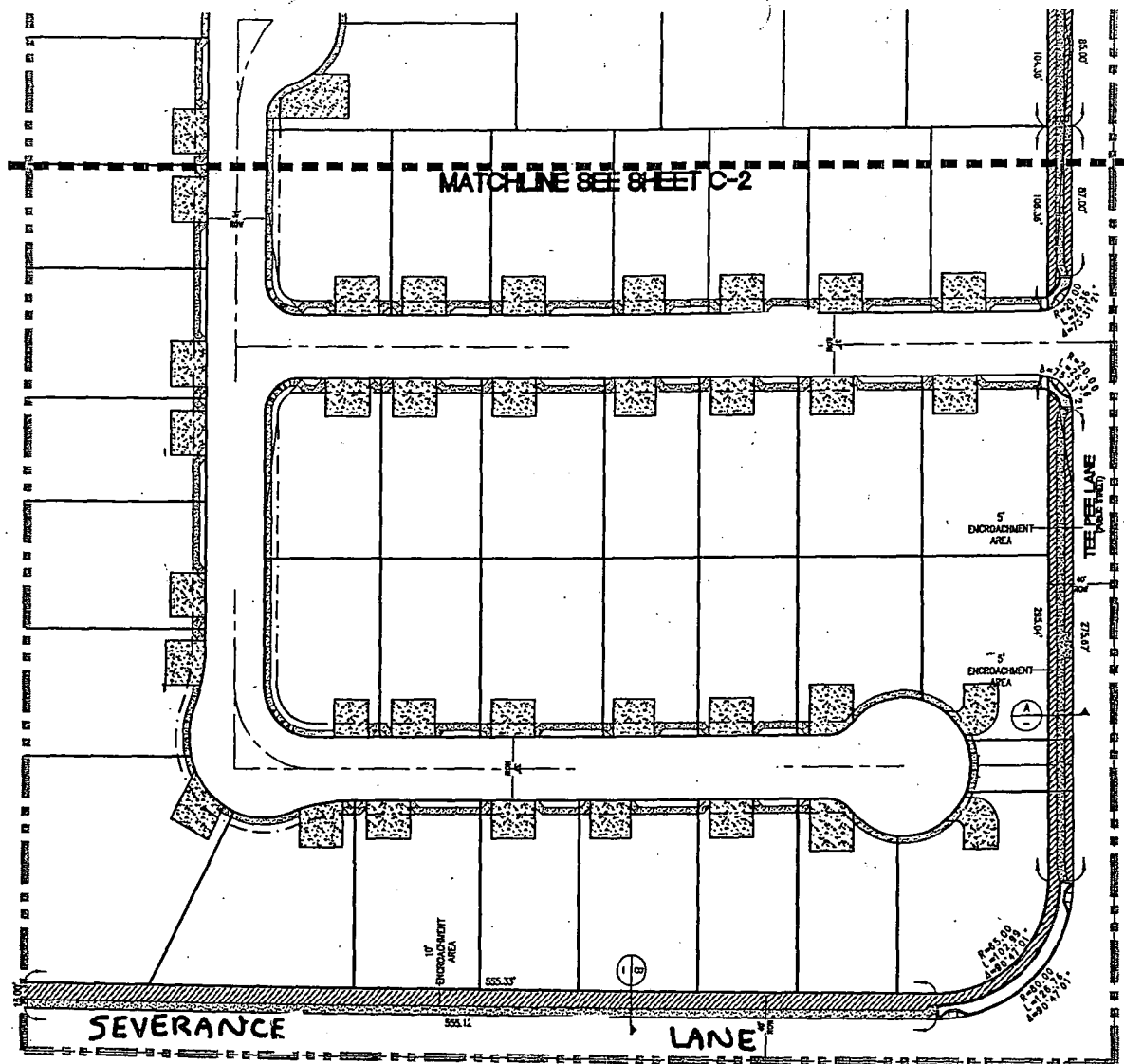
EXHIBIT "A"



S-I-G SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

PARDEE HOMES
TOWN CENTER 60/75 NO. 3
ENCROACHMENT EXHIBIT

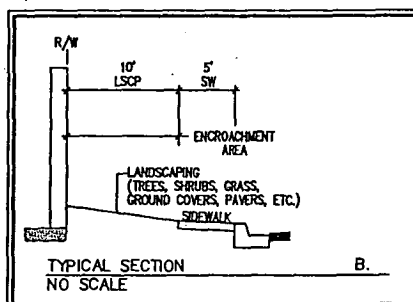
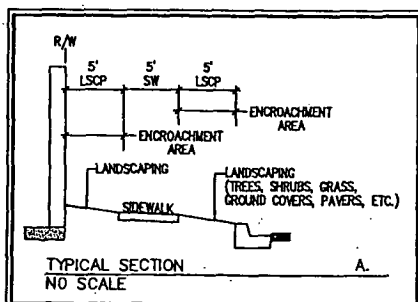
DATE: 1-19-04	PROJECT NO. PAR0302-003
DRAFTER: JDP	
DESIGNER: JDP	
CHECKED: TJS	C-1 SHEET 1 OF 2



ENCROACHMENT LEGEND

-  SIGHT VISIBILITY ZONE
-  PROPOSED LANDSCAPE ENCROACHMENT AREA

EXHIBIT "B"



S-I-G SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

PARDEE HOMES
TOWN CENTER 60/75 NO. 3
ENCROACHMENT EXHIBIT

DATE: 1-19-04	PROJECT NO. PAR0302-003
DRAFTER: JDP	
DESIGNER: JDP	
CHECKED: TJS	C-2 SHEET 2 OF 2

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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 - Emil M. Pahor and Ann A. Pahor Family Trust, owners (southeast corner of Sahara Avenue and Buffalo Drive, APN 163-10-101-003) - County (near Ward 1 - Moncrief)

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 commercial center-restaurant/office/retail located at the southeast corner of Sahara Avenue and Buffalo Drive. The owners propose to connect to an existing 21" sewer line located in Sahara Avenue. The Planning Department has determined the project is in the township of Spring Valley and our General Plan does not cover this area. The applicants have signed a "Sewer Connection Agreement".

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 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

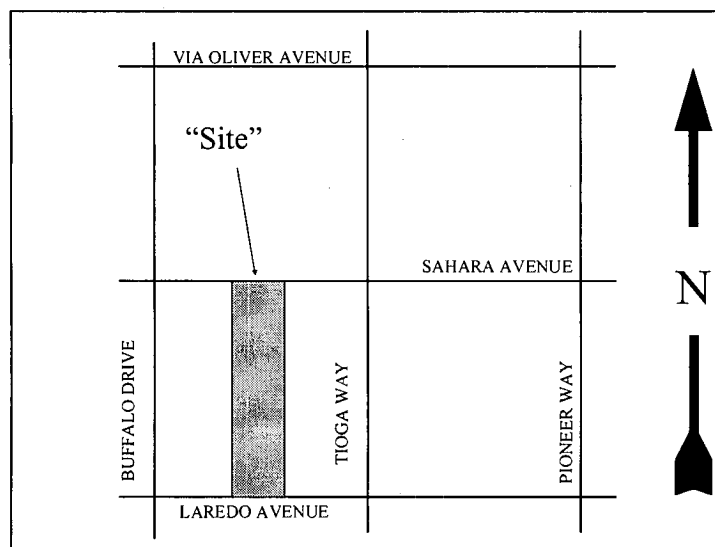
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – EMIL M. PAHOR & ANN A. PAHOR TRUST, OWNERS (SOUTHEAST CORNER OF SAHARA AVENUE AND BUFFALO DRIVE, APN 163-10-101-003)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 13th day of May, 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 Emil M. & Ann A. Pahor Family Trust, Ann A. Pahor, Trustee (approximately 2.21 acres -- Commercial-Restaurant/Office/Retail : Parcel No. 163-10-101-003 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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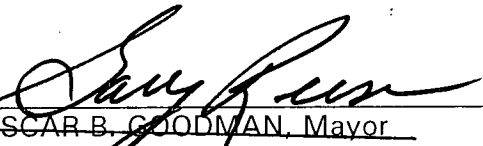
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

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~~
Gary Reese, Mayor Pro-Tem

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

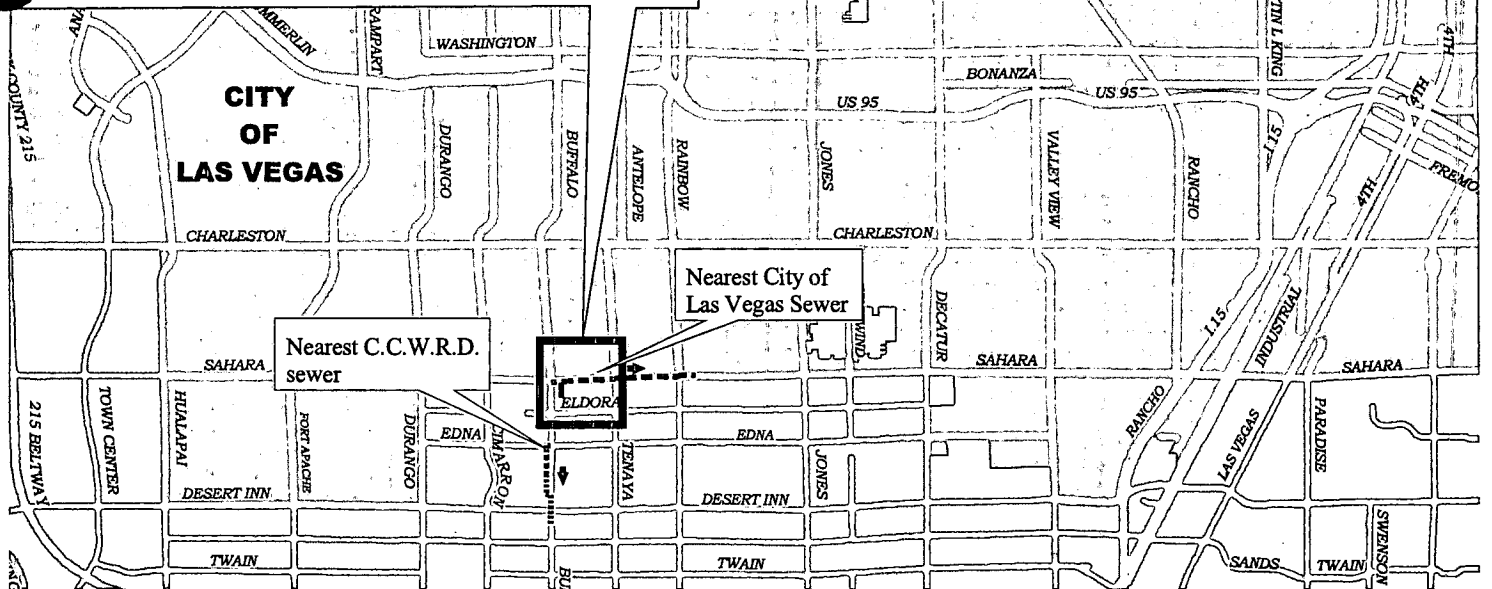
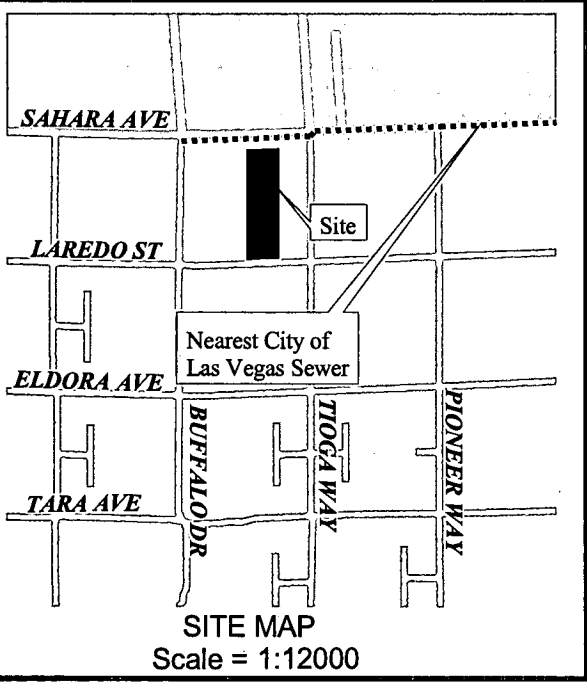
APPROVED AS TO FORM:

By  6/25/04
Deputy City Attorney

PAHOR FAMILY TRUST
 PARCEL NO. 163-10-101-003
 TOTAL PARCEL ACREAGE= 2.21 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF .44 MILES FROM SITE.

UNINCORPORATED
 COUNTY

CITY OF
 NORTH
 LAS VEGAS



Scale = 1:96000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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 - Joseph M. Sneed, owner (south of Madre Mesa, between Terry Lane and Michael Way, APN 138-13-313-006) - County (near Ward 5 - Weekly)

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 an existing single family dwelling located south of Madre Mesa between Terry Lane and Michael Way. The owner proposes to connect to an existing 8" sewer line in Madre Mesa. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicant has signed a "Sewer Connection Agreement" and Petition for Annexation.

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 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

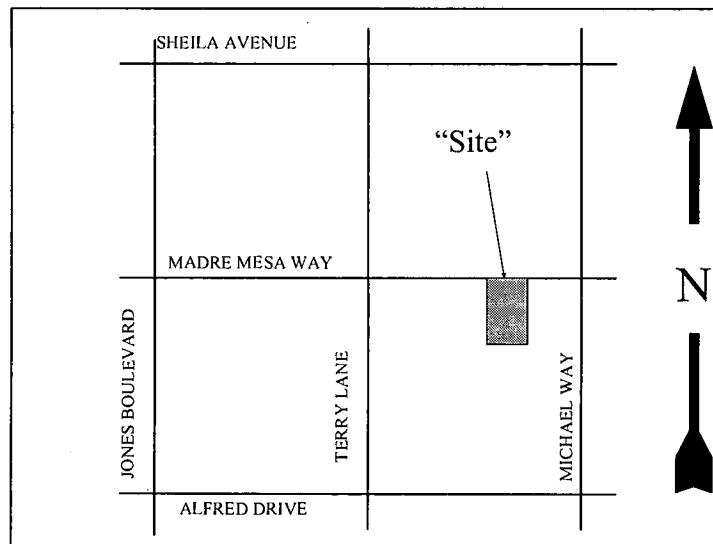
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – JOSEPH M. SNEED, OWNER (SOUTH OF MADRE MESA, BETWEEN TERRY LANE AND MICHAEL WAY, APN 138-13-313-006)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 12th day of May, 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 Joseph Sneed (approximately .45 acres -- existing single family residence : Parcel No. 138-13-313-006 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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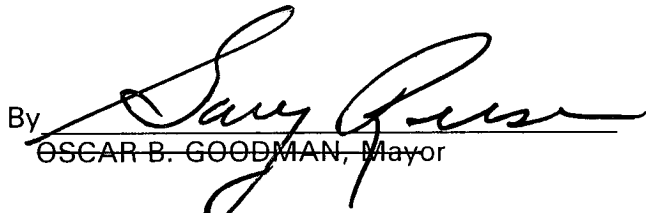
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

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
Gary Reese, Mayor Pro-Tem

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

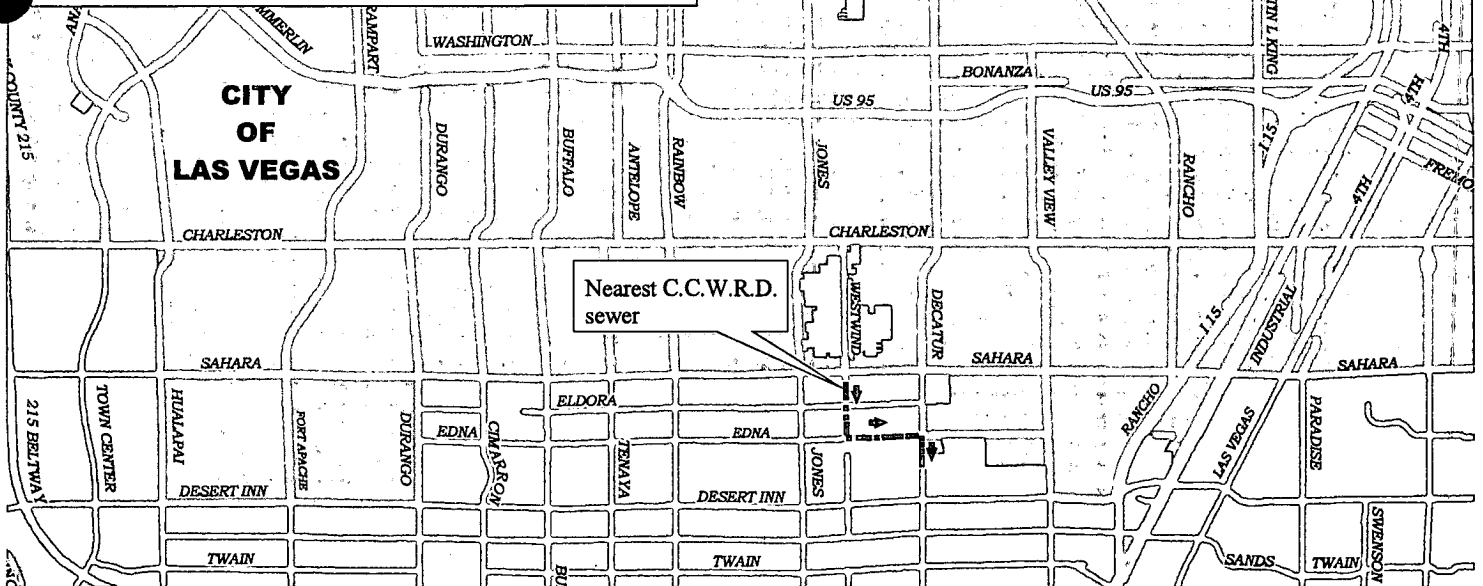
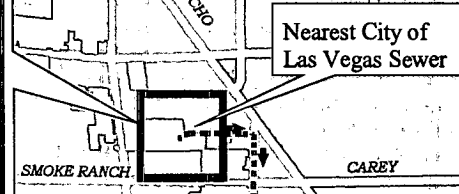
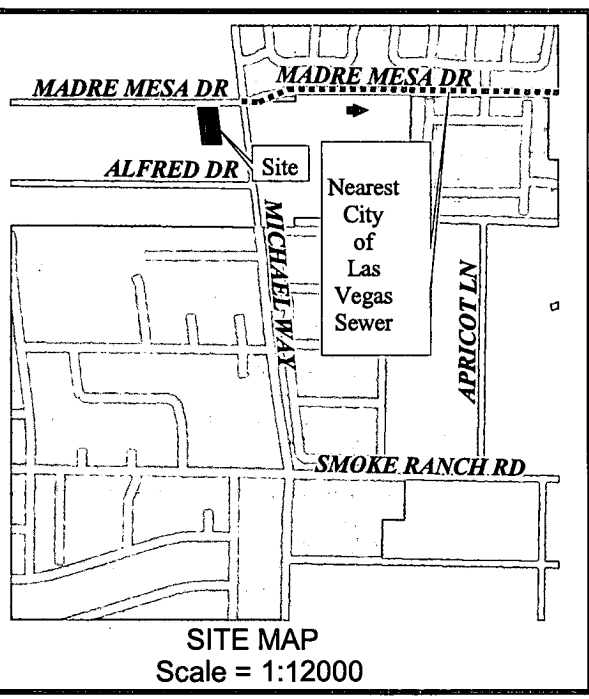
APPROVED AS TO FORM:

By  6/25/04
Deputy City Attorney

5443 MADRE MESA DR
 PARCEL NO. 138-13-313-006
 TOTAL PARCEL ACREAGE= .45 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 5.0 MILES FROM SITE.

UNINCORPORATED
 COUNTY

CITY OF
 NORTH
 LAS VEGAS



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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 - Baughman and Turner, Incorporated, on behalf of Robert J. Pederson 1996 Trust, Robert J. Pederson, Trustee, Patricia M. Murphy, Thomas M. Murphy, Joey Bailey, Brian K. Anderson, and Suzanne Anderson, owners (north of Tropical Parkway, east of Fort Apache Road, APNs 125-29-201-018, 125-29-201-019, 125-29-201-020, 125-29-201-021, 125-29-201-022, and 125-29-201-024) - 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 6 single family dwellings located north of Tropical Parkway, east of Fort Apache Road. The owners propose to connect to the 12" sewer line in Tropical Parkway. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the 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 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

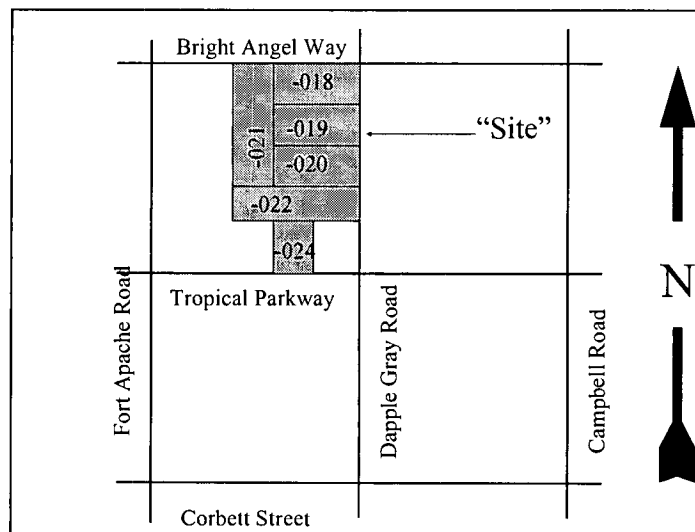
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – BAUGHMAN AND TURNER, INC. ON BEHALF OF ROBERT J. PEDERSON 1996 TRUST, ROBERT J. PEDERSON, TRUSTEE, PATRICIA M. MURPHY, THOMAS M. MURPHY, JOEY BAILEY, BRIAN K. ANDERSON, AND SUZANNE ANDERSON, OWNERS (NORTH OF TROPICAL PARKWAY AND EAST OF FORT APACHE ROAD, APN 125-29-201-018, 125-29-201-019, 125-29-201-020, 125-29-201-021, 125-29-201-022, AND 125-29-201-024)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of May, 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," vacant land owned as follows:

<u>Owner</u>	<u>Parcel Number</u>	<u>Acres</u>
Robert J. Pederson 1996 Trust, Robert J. Pederson, Trustee	125-29-201-018	0.47
Patricia M. Murphy & Thomas M. Murphy c/o Paine Webber	125-29-201-019	0.46
Robert J. Pederson 1996 Trust, Robert J. Pederson, Trustee	125-29-201-020	0.46
Robert J. Pederson 1996 Trust, Robert J. Pederson, Trustee	125-29-201-021	0.69
Joey Bailey	125-29-201-022	0.64
Brian Kent Anderson & Suzanne Anderson	125-29-201-024	0.46

which are 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. Said service shall comply with the requirements of the Henderson Municipal Code.

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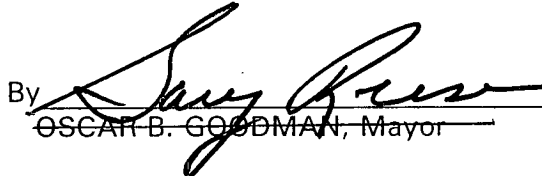
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

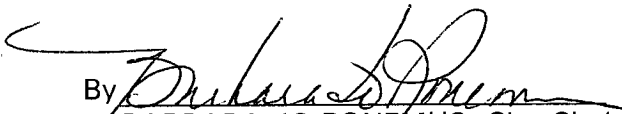
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

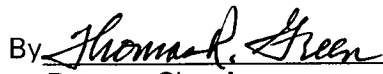
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor
Gary Reese, Mayor Pro-Tem

ATTEST:

By 
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

By  6/25/04
Deputy City Attorney

BRIGHT ANGEL/DAPPLE GRAY PARCELS
PARCEL NO. 125-29-201-018, 019, 020, 021, 022 & 024
TOTAL PARCEL ACREAGE= 3.2 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 9.3 MILES FROM SITE.

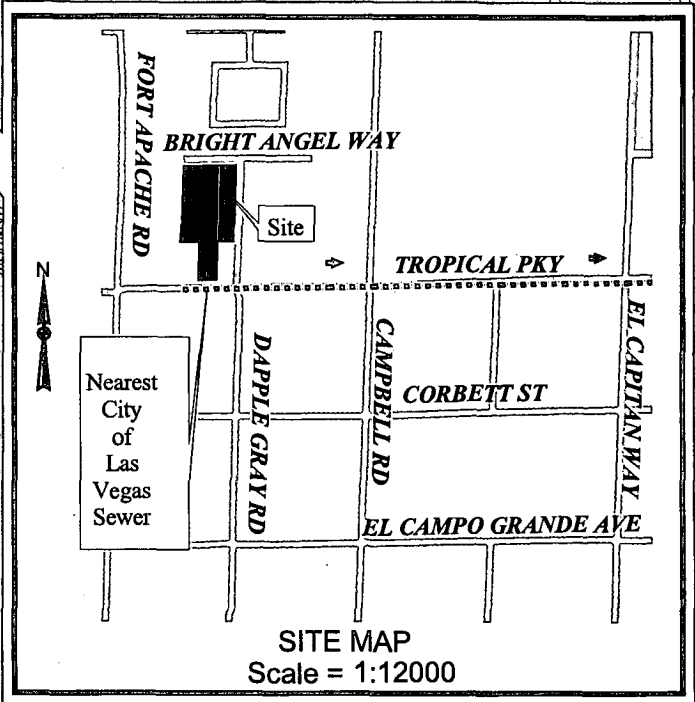
Nearest City of
Las Vegas sewer

**CITY OF
NORTH
LAS VEGAS**

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

Nearest C.C.W.R.D.
sewer



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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 - AK Nielsen on behalf of Taz H. Cofer, owner (north of Tropical Parkway, west of Rio Vista Street, APN 125-27-610-053) - 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 located north of Tropical Parkway, west of Rio Vista Street. The owner proposes to connect to an existing 10" sewer line located in Tropical Parkway. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicant has signed a "Sewer Connection Agreement" and a Petition for Annexation.

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 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

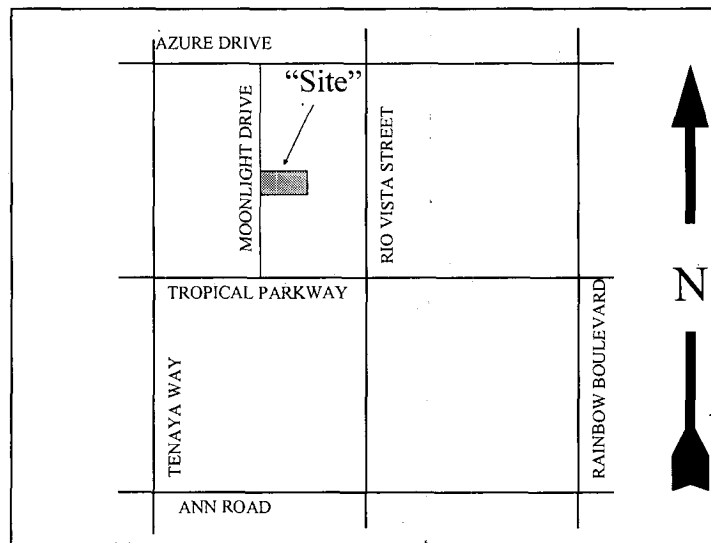
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – AK NIELSEN ON BEHALF OF TAZ H. COFER, OWNER (NORTH OF TROPICAL PARKWAY, WEST OF RIO VISTA STREET, APN 125-27-610-053)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 14th day of May, 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 Taz H. Cofer (approximately 0.5 acres -- vacant land; Parcel No. 125-27-610-053 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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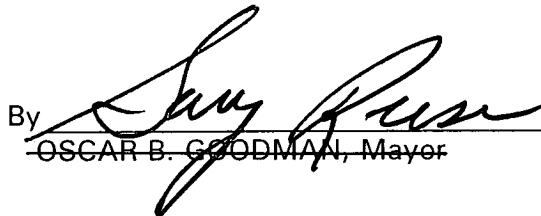
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

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:

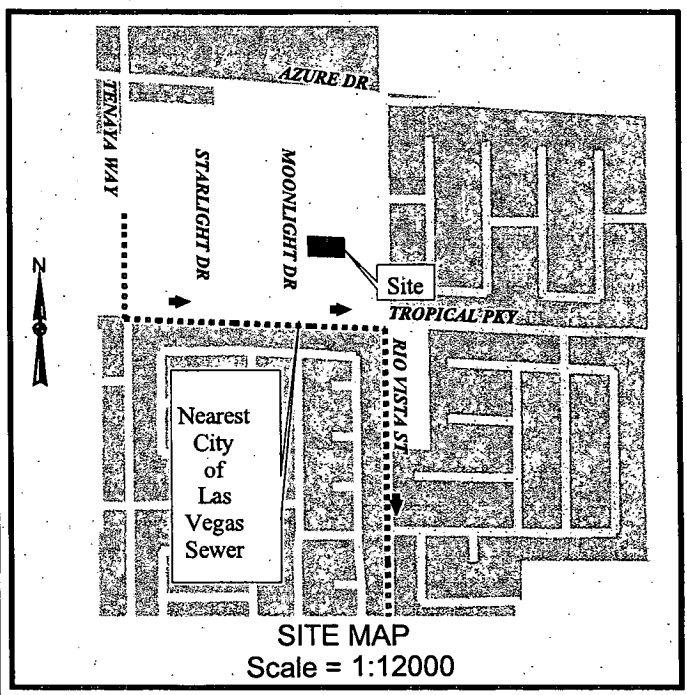
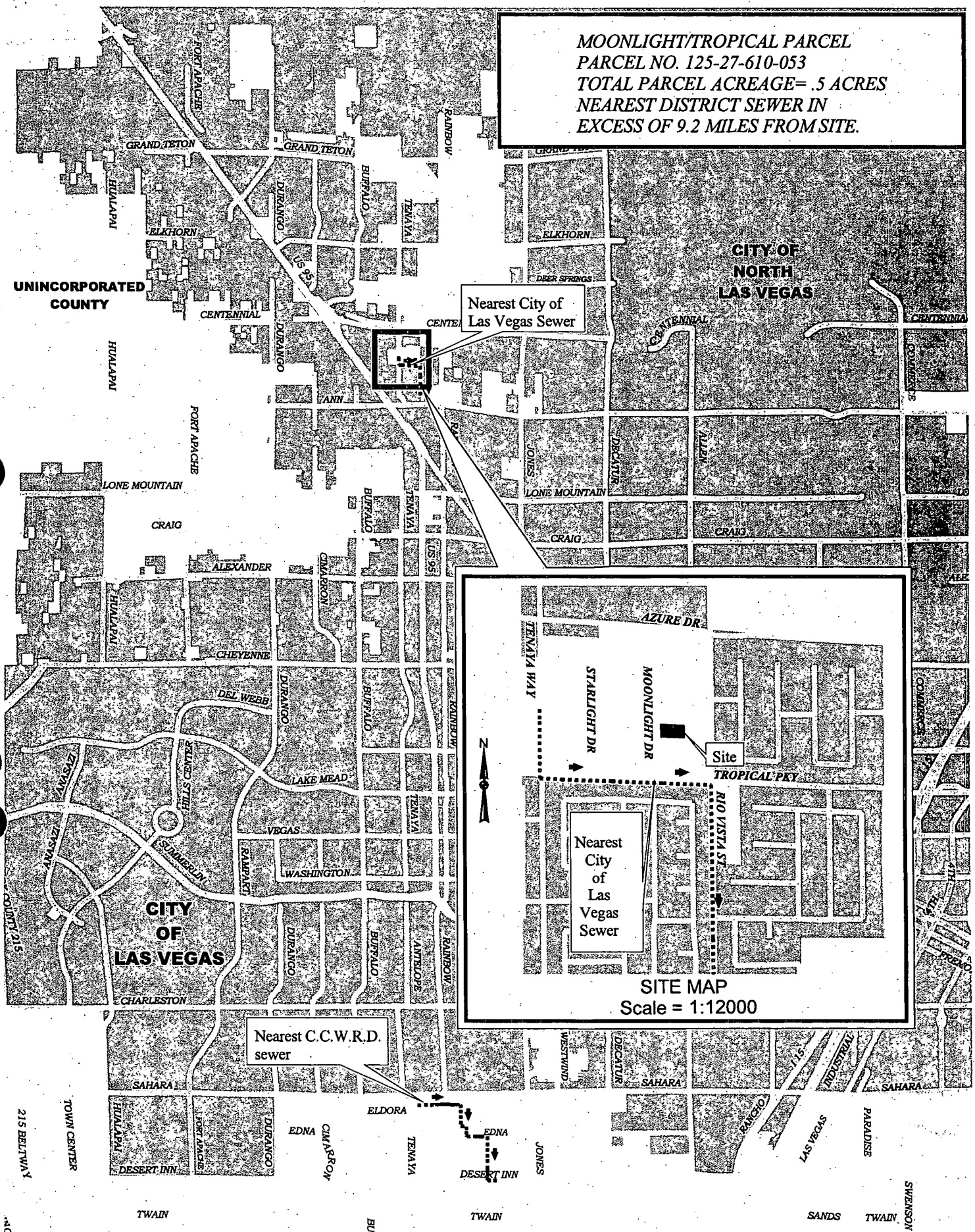
Gary Reese, Mayor Pro-Tem

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  6/25/04
Deputy City Attorney

MOONLIGHT/TROPICAL PARCEL
 PARCEL NO. 125-27-610-053
 TOTAL PARCEL ACREAGE= .5 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 9.2 MILES FROM SITE.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 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 - Summit Engineering Corporation on behalf of NW Development LLC, owner (northwest corner of Bright Angel Way and Jensen Street, APN 125-30-202-006) - 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 9 single family dwellings located at the northwest corner of Bright Angel Way and Jensen Street. The owner proposes to extend the 12" line in Tropical Parkway to Jensen Street and an 8" line in Jensen Street to this development. The Planning Department has determined the project does conform to the City's General Plan for this area. The applicant has 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 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

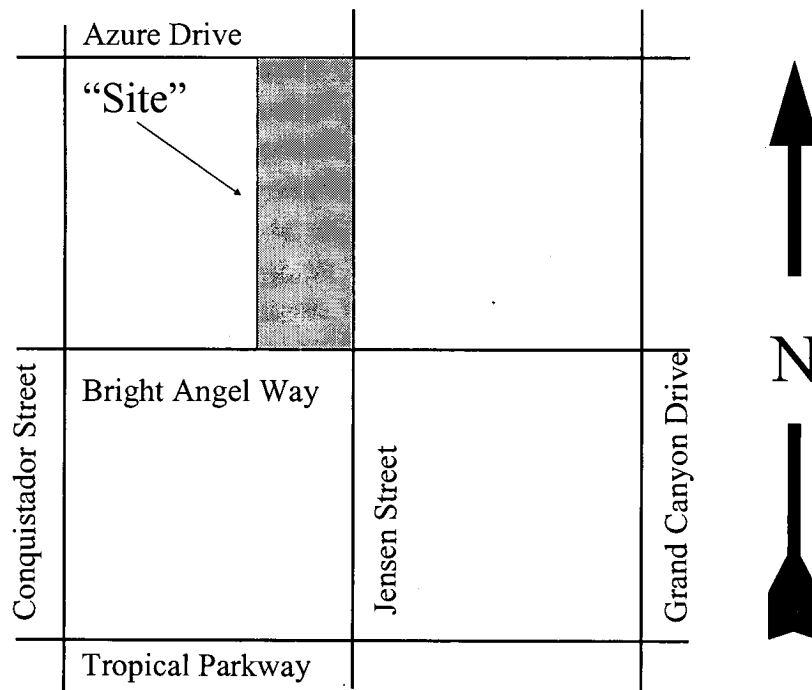
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – SUMMIT ENGINEERING CORPORATION ON BEHALF OF NW DEVELOPMENT LLC, OWNER (NORTHWEST CORNER OF BRIGHT ANGEL WAY AND JENSEN STREET, APN 125-30-202-006)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 14th day of May, 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 NW Development LLC (approximately 5.06 acres -- vacant land; Parcel No. 125-30-202-006 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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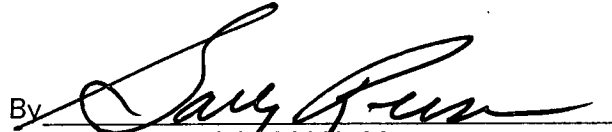
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

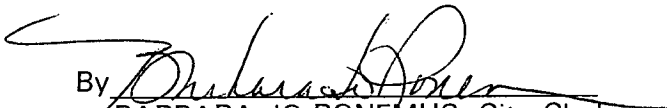
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

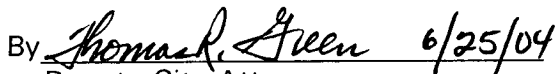
CITY OF LAS VEGAS

By 
~~OSCAR B. GOODMAN, Mayor~~
Gary Reese, Mayor Pro-Tem

ATTEST:

By 
BARBARA JO RONEUMUS, City Clerk

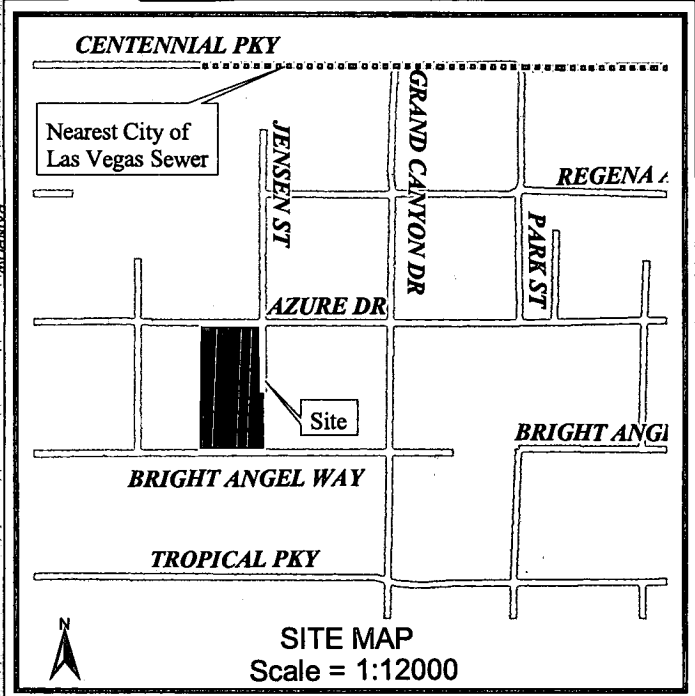
APPROVED AS TO FORM:

By  6/25/04
Deputy City Attorney

AZURE/JENSEN PARCEL
PARCEL NO. 125-30-202-006
TOTAL PARCEL ACREAGE= 5.06 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8.8 MILES FROM SITE.

UNINCORPORATED COUNTY
Nearest City of Las Vegas Sewer

CITY OF NORTH LAS VEGAS



CITY OF LAS VEGAS

Nearest C.C.W.R.D Sewer Line

Scale = 1:96000



Clark County
Water Reclamation
DISTRICT

ILA #290- EXHIBIT A

5/11/50

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Professional Services Agreement with the Louis Berger Group, Inc. for Construction Management Services on the Durango Drive - Westcliff Drive to Vegas Drive project (\$850,000 - Regional Transportation Commission) - Wards 2 and 4 (Vacant and Brown)

Fiscal Impact

☐

No Impact

Amount: \$850,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: Regional Transportation Commission

PURPOSE/BACKGROUND:

The scope of work for this project generally consists of roadway construction and the installation of storm drain and sewer facilities on Durango Drive, the construction of an overpass and half-interchange at Summerlin Parkway, the construction of auxiliary lanes on Summerlin Parkway between Buffalo and Durango, and the construction of a trail system underpass under Durango.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION ADMINISTRATION**

THIS AGREEMENT is made and entered into this 16 day of June, 2008, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and The Louis Berger Group, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Durango Drive – Westcliff Drive to Vegas Drive project (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the construction administration services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted within the engineering profession.

1.03 Document Review. The Engineer shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, all tasks as described in Exhibit "A" and Exhibit "B" for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 Waiver. The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents, engineering or other services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with

the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 Consultant Representative. The Consultant's Representative is hereby designated as Donald Gedye P.E., Director of Construction Management, who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.08 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The City Engineer or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 Review of Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. The City's Representative will endeavor to examine and comment in writing on any documents including, without limitation, monthly reports, correspondence sent, and construction inspection and material testing reports.

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City Engineer or his authorized representative may at any time, by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven. The Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE SUB-CONSULTANT AGREEMENT

5.01 Sub-consultant Provisions. In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a sub-consultant for the performance of any of its obligations hereunder, the following provisions shall be included in each sub-consultant agreement:

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the sub-consultant for payment of the sub-consultant services until the City has made payment to the Consultant. If the City has paid the Consultant for said sub-consultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in subsection C of Section 10.05 of this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City Council or other person duly authorized to execute this Agreement (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside Eight Hundred Fifty Thousand dollars (\$850,000.00) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services. For the services set forth in Exhibit "A", the City shall compensate the Consultant based upon the hourly fee and unit test rates set forth in Exhibit "D" which compensation shall be paid pursuant to monthly invoices. The amount of the aforementioned costs to be paid to the Consultant shall be based upon the actual number of man-hours expended, and the actual tests conducted, by the Consultant and/or subconsultant. The estimated number of man-hours and number of tests per month are to be set forth in Exhibits "C" for all Project Task Orders executed.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed One Hundred Six Thousand Nine Hundred Twenty dollars (\$106,920.00) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "E" (Invoice Format) attached hereto. Payment shall be due within 45 days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 Retention. The City will not hold retention on Professional Service Agreements.

7.06 Right of Set-Off. The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent, or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, project delays as a result of the consultant actions, failure to perform a task in Exhibit "A", damages as a result of the consultant's employees. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the damages and cost attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 Completion of Project Upon completion by the Consultant of the basic services required under this Agreement, acceptance of such services by the City (which acceptance will not be unreasonably withheld), and issuance of the Notice to Completion for construction of the Project, the Consultant will, within forty-five (45) days, be paid the balance of any money due for such services.

7.08 Final Payment. Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final

payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE STANDARDS

8.01 *Performance Standards.* The parties hereto have agreed to a industry Performance Standards for construction administration, which is set forth in Exhibit "A" attached hereto. The Performance Standards identifies all the tasks the consultant are required to performed.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 *Records.* The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 *Disclosure.* The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 *Period of Maintenance.* The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made

available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 Subcontract Provisions. The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement, which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 Suspension. The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 Termination for Convenience. The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 Termination for Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

(i) If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

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

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant, then the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any invoice balance due the Consultant for services rendered, the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefore and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the invoice balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

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

10.04 Ownership of Documents. Any and all documents, schedules, plans, drawings, specifications and other records (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original documents, schedules, plans, drawings, specifications and other records related to this Agreement not in its possession. The above items may be utilized by the City for its own use for which they were prepared, and for use on other projects.

10.05 Insurance.

A. **Coverages.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Consultant from claims arising out of performance of professional services caused by a negligent act or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

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

C. *Certificates and Endorsements.* The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

D. *Period of Coverage.* If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

E. *Self-Depletion Policies Prohibited.* Each policy of insurance required herein shall not be self-depleting in its coverage.

10.06 *Indemnity.* Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a

result of, by reason of, or as a consequence of, the negligent, reckless act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnities unless the Indemnities, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the Indemnities, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 Assignment. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

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

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the

requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

10.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

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

10.13 Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 Severability. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 Confidentiality. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

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

10.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO CITY:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT:

The Louis Berger Group Inc.
500 Amigo Court, Suite 100
Las Vegas, Nevada 89119
Fax: (702) 765-6056

10.19 Prohibition Against Contingent Fees. The Consultant represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 Dispute Resolution.

A. Fee Disputes. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the City Engineer. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such

notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice prior to providing the services shall constitute forever a bar and a waiver of such claim.

B. *Non-Fee Disputes.* All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

C. *Right of Joinder.* In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. Notice of Arbitration. The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project or final payment to the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

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

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

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

10.21 Attorney Fees. The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 Calendar Day. All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 Exhibits. All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of August 27, 2003.

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...

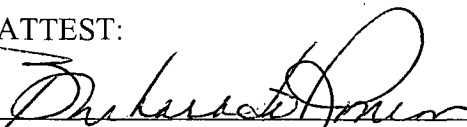
IN WITNESS WHEREOF, the parties have caused this Agreement for the (project) to be executed the day and year first above written.

CITY OF LAS VEGAS

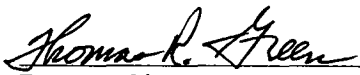
By: 
OSCAR B. GOODMAN, Mayor

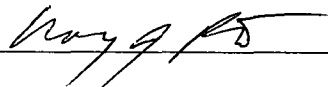
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 5/21/04
Deputy City Attorney Date

By: 

Its: Roger Patton
Senior Vice President

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Man hour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)



EXHIBIT A SCOPE OF WORK

DURANGO DRIVE – WESTCLIFF DRIVE TO VEGAS DRIVE

The services covered in this agreement are for the purposes of providing full contract administration and construction inspection and quality control testing during the construction phase of this project. The Louis Berger Group will be responsible for providing staff and documentation to ensure compliance with the contract documents. These services are outlined below:

TASK 1 – PRE-CONSTRUCTION SERVICES

1.1 Plan and Specification Review

LBG will perform a plan and specification review and forward a written report of our findings to the City.

LBG will review the geotechnical report and forward a written report of any discrepancies to the City.

LBG will review the environmental report and forward a written report of any discrepancies to the City.

1.2 Contract Pre-Bid and Pre-Construction Activities

LBG will attend the bid opening.

LBG will assist the City of Las Vegas in reviewing the bid tabulation and in recommendation of award.

LBG will attend the pre-construction conference. In addition, LBG is prepared to record the meeting minutes, request and take receipts of contractor submittals, distribute all pertinent information and documentation during the meetings, and distribute the final meeting minutes to all appropriate parties.

Berger will videotape the existing pre-construction project site.



TASK 2 – CONSTRUCTION MANAGEMENT/CONTRACT ADMINISTRATION

2.1 Project Field Office

LBG will set up and man a project field office complete with electricity, phone, fax, computer system, and internet access. LBG will handle all public relations and information distribution through the field office.

2.2 Job Coordination Meetings

LBG will conduct any required coordination meetings with agencies and utility companies at the LBG job site office. These meetings are attended by the Contractor, the Owner's representative, as well as the representatives of pertinent utilities, cities, and NDOT. LBG prepares agendas for each meeting, records minutes of the meeting, and provides a distribution of the minutes and meeting handouts to all pertinent parties.

2.3 Public Information

LBG is prepared to contact residents in the project area and provide them with information concerning the project prior to start of construction – and inform them of the location and phone number of the LBG field office for further information.

LBG will assist in the preparation and distribution of any notices.

LBG will document all phone calls or other contacts from the general public.

2.4 Project Document Control

LBG will establish document control in Primavera Expedition – and track all submittals, RFI's, correspondence received, correspondence sent, survey requests, letters, transmittals, notices, meeting minutes, telephone conversation records, issues and daily reports.

2.5 Job Progress Meetings

LBG will conduct weekly or bi-weekly job progress meetings at the LBG job site office. These meetings are attended by the Contractor, the Owner's representative, as well as representatives of pertinent utilities, cities, NDOT, and the public. LBG prepares agendas for each meeting, reviews the contractor's two-week look-ahead schedule, records minutes of the meeting, and provides a distribution of the minutes and meeting handouts to all pertinent parties.

2.6 Project Construction Schedule

LBG will review the contractor's project construction baseline schedule and forward review comments to the contractor. LBG will hold coordination meetings as needed with the contractor regarding the baseline schedule. LBG will monitor the contractor's update schedule each month. A copy of the contractor's current update schedule will be maintained in LBG's field office at all times. In addition, LBG will maintain our own copy of the CPM schedule as an "as-built" schedule of the work as it progresses.



2.7 Issue Management

LBG will identify and track as an open "issue" all items that may have the potential for monetary or time impacts to the project. The "issue" log is part of the LBG project records.

2.8 Quality Control Inspection

LBG will provide full QA/QC inspection on the project with a team of inspectors and a testing and geotechnical subcontractor. Each inspector will prepare a daily report of contractor activities, equipment and manpower. All quality control testing records will be maintained on site at the LBG field office.

2.9 Reporting

LBG will prepare and submit to the City a monthly report with the monthly pay request from the contractor. Included in the monthly report is a consultant narrative providing the status of the project, the submittal log, survey log, RFI log, issue log, test results, copies of all daily reports, copies of all meeting minutes, copies of pertinent correspondence of the month, monthly update of contractor's schedule, and job progress photos.

2.10 Traffic Control

LBG inspector's review the traffic control setup several times during each day to assure it is intact and in compliance and will report any problems to the City.

TASK 3 – QUALITY CONTROL TESTING

3.1 Field Quality Control Testing

LBG will retain a subcontract testing firm to provide all field QA/QC testing and sampling for laboratory testing.

LBG will maintain records of all field testing and sampling and a log of all testing.

3.2 Laboratory Testing

LBG will retain a subcontract testing firm to provide all laboratory quality control testing.

LBG will maintain records of all laboratory testing and a log of all testing.

3.3 Source Testing

LBG will retain a subcontract testing firm to perform any materials source testing when required and/or requested by the City

LBG will maintain records of all materials source testing and provide a report of the test results to the City



TASK 4 PROJECT CLOSEOUT

4.1 Project Closeout Activities

LBG will prepare all project closeout documentation.

LBG will determine final pay quantities.

LBG is prepared to issue the Notice of Substantial Completion.

LBG will arrange and conduct the final inspection and record and collect punch list items from all participants in the final inspection.

LBG will prepare and issue the punch list to the contractor after review by the City and track each punch list item as it is completed.

LBG will forward regular updates of the status of the punchlist completion to the City.

LBG will file the Notice of Completion to the City

LBG will meet with the contractor and assure the contractor's set of as-built drawings are complete and contain all changes recorded by LBG's staff as well as the contractor's and forward the as-built drawings to the City.

4.2 Final Report and Delivery of Project Documentation

LBG will prepare and submit to the City the Final Project Report

LBG will file all project files in file boxes, label each box as to its contents, prepare an index of the project documentation filed in the boxes, and deliver them to the City.

TASK 5 – ADDITIONAL SERVICES AND TASKS

LBG will perform any additional services and/or tasks as directed and approved by the City, not contained in Tasks 1 through 4 above, as detailed in Exhibit B, "Supplemental Services"



EXHIBIT B

SUPPLEMENTAL SERVICES

Louis Berger shall provide the following supplemental services with the prior written authorization of the City.

TASK 5 – SUPPLEMENTAL SERVICES

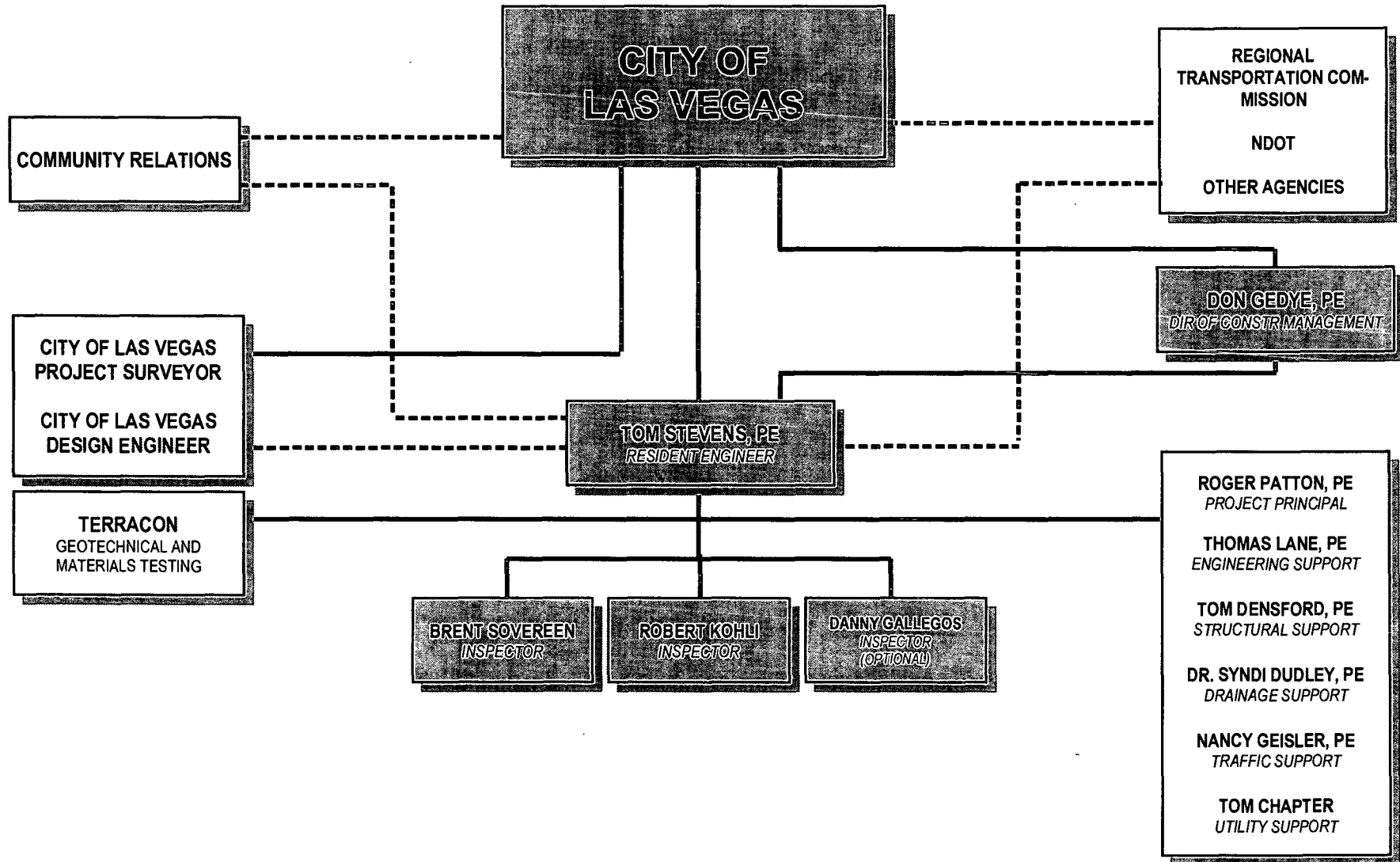
- 5.1** Provide extended construction management services (Tasks 1 through 4) beyond the specified construction duration of 365 calendar days should the project schedule be extended or because of unexpected conditions
- 5.2** Through a geotechnical and testing subcontractor, LBG will provide extended geotechnical and materials testing services beyond the specified construction duration of 365 calendar days should the project schedule be extended or because of unexpected conditions
- 5.3** Provide additional public relations assistance to the City and assist with the organization of, and attend or conduct public relations meetings. Provide subsequent notification of persons impacted by the project should this be required by the City.
- 5.4** Provide additional construction management services as needed on an overtime compensation basis. Any overtime work beyond 40 hours/week required to inspect contractor's work, are the responsibility of the City to pay and be reimbursed by the contractor.
- 5.5** Provide design services on a time and material basis as directed by the City.
- 5.6** Through a subcontractor, LBG will provide surveying services on a time and material bases as directed by the City.
- 5.7** Provide CADD services on a time and material basis as directed by the City.
- 5.8** Provide Environmental Engineering services, in the event hazardous materials are encountered, on a time and material basis as directed by the City.
- 5.9** Assist the City in preparation and litigation of any claims related to development and construction of the project including, without limitation, providing testimony in any arbitration, administration, or court proceedings related to such claims, on a time and material basis as directed by the City.
- 5.10** Provide additional inspectors on an as-needed bases as requested by the City of Las Vegas at a loaded billing rate of \$90.00 per hour

MANPOWER BREAKDOWN

[illegible]

CONSTRUCTION MANAGEMENT ORGANIZATIONAL CHART

DURANGO DRIVE—WESTCLIFF DRIVE TO VEGAS DRIVE



THE LOUIS BERGER GROUP, INC
500 AMIGO COURT, SUITE 100
LAS VEGAS, NV 89119

EXHIBIT D
HOURLY RATE

Based on Engineers Estimate of: \$13,000,000.00

DIRECT SALARIES

Month			0	1	2	3	4	5	6	7	8	9	10	11	12	13	
Person	Position	Rate	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Total
Tom Stevens	Resident Engineer	\$45.00	\$3,600.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$7,560.00	\$101,880.00
Brent Soveren	Inspector 1	\$30.00	\$0.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$5,040.00	\$65,520.00
Robert Kohli	Inspector 2	\$27.50	\$0.00	\$4,620.00	\$4,620.00	\$4,620.00	\$4,620.00	\$4,620.00	\$4,620.00	\$4,620.00	\$4,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,960.00

Total Monthly Salary	\$3,600.00	\$17,220.00	\$17,220.00	\$17,220.00	\$17,220.00	\$17,220.00	\$17,220.00	\$17,220.00	\$17,220.00	\$17,220.00	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00	\$204,360.00

LOADED RATES

Month			0	1	2	3	4	5	6	7	8	9	10	11	12	13	
Person	Position	Rate	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Total
Tom Stevens	Resident Engineer	\$135.00	\$10,800.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$22,680.00	\$305,640.00
Brent Soveren	Inspector 1	\$90.00	\$0.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$15,120.00	\$196,560.00
Robert Kohli	Inspector 2	\$82.50	\$0.00	\$13,860.00	\$13,860.00	\$13,860.00	\$13,860.00	\$13,860.00	\$13,860.00	\$13,860.00	\$13,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110,880.00

Total Monthly Labor	\$10,800.00	\$51,660.00	\$51,660.00	\$51,660.00	\$51,660.00	\$51,660.00	\$51,660.00	\$51,660.00	\$51,660.00	\$51,660.00	\$37,800.00	\$37,800.00	\$37,800.00	\$37,800.00	\$37,800.00	\$613,080.00
Material Testing	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$130,000.00
Total Monthly Cost	\$20,800.00	\$61,660.00	\$61,660.00	\$61,660.00	\$61,660.00	\$61,660.00	\$61,660.00	\$61,660.00	\$61,660.00	\$61,660.00	\$47,800.00	\$47,800.00	\$47,800.00	\$47,800.00	\$37,800.00	\$743,080.00

Total CM Cost: \$743,080.00

EXHIBIT E

INVOICE FORMAT

Invoice

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 9101
ATTN: Michael Gluskin

Date
Project No. XXX
Invoice No.

Project No. XXX

Name of Project: Durango Drive - Westcliff Drive to Vegas Drive

Construction Engineering Services (date through date)

Position/Name	Hours	Rate	Amount
Project Principal Roger Patton			
Resident Engineer Tom Stevens			
Inspector #1 Brent Sovereign			
Inspector #2 Bob Kohli			
Administration XXX			

Total This Invoice:

EXHIBIT G
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	<u>Contracting Entity</u>
Name	The Louis Berger Group, Inc.
Address	500 Amigo Court #100 Las Vegas, NV 89119
Telephone	702/736-6632
EIN or DUNS	22-1754524

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: Durango Drive – Westcliff Drive to Vegas Drive	
RFP #:	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

**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.	Derish M. Wolff, Chairman	100 Halsted Street East Orange, NJ 07018	973/678-1960
2.	Nicholas J. Massucci, President	100 Halsted Street East Orange, NJ 07018	973/678-1960
3.	Michel Jichlinski, EVP, COO	2300 N Street NW Washington, DC 20037	202/912-0200
4.	James G. Bach, Group VP	100 Halsted Street East Orange, NJ 07018	973/678-1960
5.	Ronald F. Kornell, Group VP	38 Covent Road, Silom Bangkok, 10500, Thailand	011-66-2-235-3551
6.	Peter A. Polk, Sr. Vice President	2300 N Street NW Washington, DC 20037	202/912-0200
	Fredric S. Berger, Secretary/Director	2300 N Street NW Washington, DC 20037	202/912-0200
8.	Francois Fahri, Director	55 bis, quai de Grenell 75015 Paris, France	011-33-1-45-78-39-39
9.	Pat M. Quinn, Director	2300 N Street NW Washington, DC 20037	202/912-0200
10.	Fabrice Signor, Partner	55 bis, quai de Grenell 75015 Paris, France	011-33-1-45-78-39-39

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: 1

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: _____

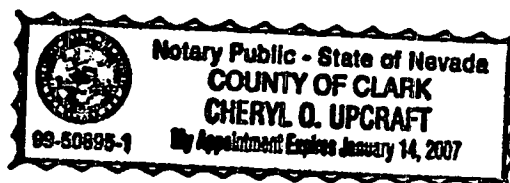
Date of Attached Document: _____ Number of Pages: _____

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.

Subscribed and sworn to before me this 9th day of

March, 2008.

Cheryl Q. Upcraft
Notary Public



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
11.	Rene Cousin, Partner	55 bis, quai de Grenell 75015 Paris, France	011-33-1-45-78-39-39
12.	Richard Hirsch, Partner	155 N. Wacker Drive, Suite 200 Chicago, IL 60606-1719	312/630-8200
13.	Nick Ivanoff, Partner	96 Morton Street New York, NY 10014	212/462-8500
14.	Leon A. Marantz, Partner	100 Halsted Street East Orange, NJ 07018	973/678-1960
15.	Alexander Popoff, Partner	33301 Ninth Avenue South Federal Way, WA 98003	206/431-2300
16.	Robert Nardi, Partner	100 Halsted Street East Orange, NJ 07019	973/678-1960
17.	John A. Hotopp, Partner	100 Halsted Street East Orange, NJ 07019	973/678-1960
18.	Larry Walker, Partner	2300 N Street NW Washington, DC 20037	202/912-0200
19.	Carlos Marcenaro, Partner	2300 N Street NW Washington, DC 20037	202/912-0200
20.	Claude Laroche, Partner	55 bis, quai de Grenell 75015 Paris, France	011-33-1-45-78-39-39
21.	D. James Stamatis	100 Halsted Street East Orange, NJ 07019	973/678-1960
22.	Roger Patton, Partner	500 Amigo Court, Suite 100 Las Vegas, NV 89119	702/736-6632
23.	Charles Bell, Partner	2300 N Street NW Washington, DC 20037	202/912-0200

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a First Amendment to the Engineering Design Services Agreement with Louis Berger Group, Inc. for additional engineering design services for the Rancho/Owens Sewer Rehabilitation project to include segments of Harris Avenue and Charleston Boulevard (\$50,000 - City of Las Vegas Sanitation Fund) - Wards 3 and 5 (Reese and Weekly)

Fiscal Impact

☐

No Impact

Amount: \$50,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: City of Las Vegas Sanitation Fund

PURPOSE/BACKGROUND:

The City desires to include the rehabilitation of an additional 3500 linear feet of sanitary sewer main in Charleston Boulevard between Martin L. King Boulevard and I-15, and in Harris Avenue between Bruce Street and 28th Street in the existing Rancho/Owens Sanitary Sewer Rehabilitation project. The need to rehabilitate these sewer mains were identified in previously completed sewer evaluations.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Amendment To Engineering Design Services Agreement

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – UNANIMOUS with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

**FIRST AMENDMENT TO
ENGINEERING DESIGN SERVICES AGREEMENT
Rancho / Owens Sewer Rehabilitation**

THIS FIRST AMENDMENT made and entered into as of the 16 day of June, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "CITY") and LOUIS BERGER GROUP, INC (herein the "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the CITY and the CONSULTANT have entered into an Agreement dated November 19, 2003 (herein the "AGREEMENT"), retaining the services of the CONSULTANT in connection with the design and preparation of contract bid documents for the Rancho / Owens Sewer Rehabilitation more fully described therein (herein the "PROJECT"); and

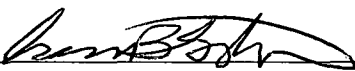
WHEREAS, the CITY desires to have additional services performed for the PROJECT that were not included in the original scope of the PROJECT including additional engineering design and construction support services.

NOW, THEREFORE, the parties hereto agree that the following changes shall be made to the AGREEMENT:

1. Section Seven "Compensation and Terms of Payment, Paragraph 7.03 of the AGREEMENT is hereby amended to change the amount referenced therein for Additional Services of the CONSULTANT from \$40,926 to **\$90,926** (Ninety Thousand Nine Hundred twenty-six Dollars) and to change the total amount of the entire Agreement referenced therein from \$225,000 to **\$275,000** (Two Hundred seventy-five Thousand Dollars).

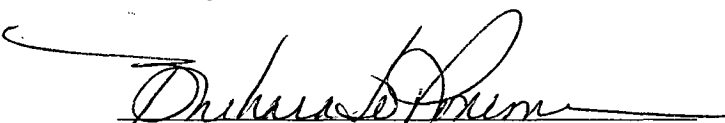
IN WITNESS WHEREOF, the parties have caused this First Amendment to the original AGREEMENT for the Rancho / Owens Sewer Rehabilitation project to be executed the day and year first above written.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

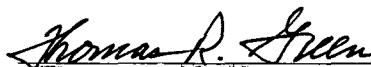
"CITY"

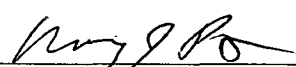
ATTEST:


BARBARA JO RONEMUS, CITY Clerk

APPROVED AS TO FORM:

LOUIS BERGER GROUP, INC

 5/26/04
Thomas R. Green Date
Deputy City Attorney

By 
ROGER J. PATTON, P.E.,
Senior Vice-President

"CONSULTANT"

**Certificate - Disclosure of Ownership/Principals
(Continued)**

Block 1 Contracting Entity
Name The Louis Berger Group, Inc.
Address 500 Amigo Court, Suite 100
Telephone 702/736-6632
EIN or DUNS 22-1754524

Block 2 Description Subject Matter of Contract/Agreement
Rancho/Owens Sewer Rehabilitation
RFP# N/A

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

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.	Derish M. Wolff	100 Halsted Street East Orange, NJ 07018	973/678-1960
2.	Fredric S. Berger	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
3.	Thomas L. Weck	100 Halsted Street East Orange, NJ 07018	973/678-1960
4.	Pat. M. Quinn	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
5.	Nicholas J. Masucci	100 Halsted Street East Orange, NJ 07018	973/678-1960
6.	Michel Jichlinski	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
7.	James G. Bach	100 Halsted Street East Orange, NJ 07018	973/678-1960
8.	Nick Ivanoff	96 Morton Street New York, NY 10014	212/462-8500
9.	Leon Marantz	100 Halsted Street East Orange, NJ 07018	973/678-1960
10.	Francois Farhi	55 bis, quai de Grenell 75015 Paris, France	45-78-39-39

**Certificate - Disclosure of Ownership/Principals
(Continued)**

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: 1.

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: N/A

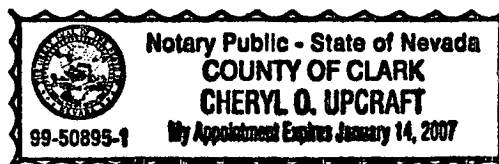
Date of Attached Document: _____ Number of Pages: _____

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

Cheryl O. Upcraft
5/18/04
Date

Subscribed and sworn to before me this 18th day of May, 2004

Cheryl O. Upcraft
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Title XVI Funding Allocation Agreement between the Southern Nevada Water Authority, the City of Las Vegas, City of Henderson, Clark County Water Reclamation District and the Las Vegas Valley Water District which will allow the City of Las Vegas to receive federal funds for the construction of the Northwest Water Resource Center - (County)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Environmental

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This agreement would allow the City to receive federal funds (Title XVI, Section 1620 of the Reclamation Projects Authorization and Adjustment Act of 1992) for some of the cost of construction of the Northwest Water Resource Center. This document was previously approved by City Council but North Las Vegas has dropped out of the agreement thus changing the agreement and requiring reapproval.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Title XVI Funding Allocation Agreement

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

Title XVI Funding Allocation Agreement

This Funding Allocation Agreement ("Agreement") is entered into this 16 day of June, 2004 (the "Effective Date") by and between the following Parties:

1. Southern Nevada Water Authority, a Joint Powers Authority established pursuant to Chapter 277 of the Nevada Revised Statutes and by the Southern Nevada Water Authority Cooperative Agreement, originally effective July 25, 1991 (hereinafter "SNWA");
2. City of Las Vegas, a municipal corporation and political subdivision of the State of Nevada (hereinafter "Las Vegas");
3. City of Henderson, a municipal corporation and political subdivision of the State of Nevada (hereinafter "Henderson");
4. Clark County Water Reclamation District, a general improvement district and political subdivision of the State of Nevada (hereinafter "Water Reclamation District");
5. Las Vegas Valley Water District, a political subdivision of the State of Nevada (hereinafter "LVVWD").

For convenience, the SNWA, Las Vegas, Henderson, Water Reclamation District and LVVWD are sometimes herein referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Pursuant to NRS §277.045 the Parties hereto are authorized to enter into Cooperative Agreements with other political subdivisions of the State of Nevada; and

WHEREAS, Under Title XVI, Section 1620 of the Reclamation Projects Authorization and Adjustment Act of 1992 (P.L. 102-575), and as amended by the Reclamation Recycling and Water Conservation Act (P.L. 104-266), the Bureau of Reclamation ("Reclamation") is empowered to contribute up to 25% of allowable costs or \$20 million, whichever is less, to the Southern Nevada Water Recycling Project (the "SNWRP"); and

WHEREAS, On or about September 30, 2001, the SNWA and Reclamation executed *Federal Cooperative Agreement Number 01-FC-30-0024 for Southern Nevada Water Recycling*

WHEREAS, The Parties desire to allocate the Federal Funding on an equal basis between any Parties with a Covered Project Initiated within five years of the Effective Date; and

WHEREAS, the City of North Las Vegas is concurrently pursuing Title XVI funds under P.L. 104-266 that are not subject to this Agreement and the Parties and the City of North Las Vegas intend to resolve issues regarding these funds in a separate agreement.

NOW THEREFORE, In consideration of the mutual covenants, promises and agreements contained herein, the Parties hereto do agree as follows:

1. Definitions

1.1 Covered Project. As used in this Agreement, the term "Covered Project" shall mean any of the 16 project elements included in the SNWRP and shall specifically include, but is not limited to, the Desert Breeze Water Resource Center ("DBWRS") and the Northwest Water Resource Center (NWRC). For purposes of this Agreement, an SNWRP project element shall only be considered a Covered Project if it is Initiated within five (5) years of the Effective Date. Each Party hereto expressly agrees that this time frame shall be strictly enforced. Any Party may receive Federal Funding or Surplus Funding for expenditures on one or more Covered Project(s).

1.2 Title XVI. As used in this Agreement "Title XVI" shall mean Title XVI, Section 1620 of the Reclamation Projects Authorization and Adjustment Act of 1992 (P.L. 102-575), and as amended by the Reclamation Recycling and Water Conservation Act (P.L. 104-266).

1.3 Federal Funding. As used in this Agreement, the term "Federal Funding" shall mean the funding made available from Reclamation to SNWA under Title XVI including, but not limited to, 25% of allowable costs or \$20 million, whichever is less, contributed to the SNWRP.

1.4 Surplus Funding. As used in this Agreement, the term "Surplus Funding" shall mean the Federal Funding available after each Party with a Covered Project(s) has received its Base Allocation, as defined herein. Specifically, after each Party with a Covered Project(s) has received 25% of its allowable costs or \$5 million, whichever is less and additional Federal Funding remains available, such additional Federal Funding shall be deemed Surplus Funding for purposes of this Agreement.

1.5 Initiated. For purposes of this Agreement, the term "Initiated" shall mean that a cooperative agreement allocating funds for a particular Covered Project has been executed by both Reclamation and SNWA.

2. **Allocation of Federal Funding**

2.1 Base Allocation. Each Party that has Initiated a Covered Project(s) as of the Effective Date or within five (5) years of the Effective Date of this Agreement shall be entitled to Federal Funding in an amount equal to 25% of the Party's expenditures on the Covered Project(s) or \$5 million dollars, whichever amount is less ("Base Allocation").

2.2 Surplus Funding Allocation. Each Party with a Covered Project(s) shall have a right to receive an equal percentage of any Surplus Funding, provided, however, that each Party shall only be entitled to receive Surplus Funding in an amount equal to 25% of its expenditures on its Covered Project in excess of the expenditures used to qualify that Party for its Base Allocation.

3. **Distribution of Funding**

3.1 Distribution of Base Allocation. Each year that this Agreement is in effect the SNWA shall distribute the available Federal Funding to the Parties with a Covered Project on an equal percentage basis. Such distribution shall in no event exceed the Party's Base Allocation. In no event shall any Party be entitled to receive any Surplus Funding prior to the Termination of this Agreement.

3.2 Equalization of Base Allocation Distributions. Notwithstanding anything to the contrary contained in this Agreement, any Party with a Covered Project that Initiated a Covered Project after one or more distributions of the Federal Funding has been made pursuant to paragraph 3.1 of this Agreement shall be entitled to receive distributions of available Federal Funding in an amount necessary to equalize the amount of all Federal Funding distributed by the SNWA between Parties with a Covered Project(s). In no event shall such equalization distributions exceed 25% of a Party's allowable costs. If one or more Parties have a newly Initiated Covered Project in a given year, those Parties shall have an equal right to have their disbursements equalized.

3.3 Distribution of Surplus Funding. Upon Termination of this Agreement, the SNWA shall disburse any Surplus Funding in accordance with the provisions of

paragraph 2.2 of this Agreement. No Party shall be entitled to receive any Surplus Funding in excess of 25% of that Party's expenditures on any Covered Project.

4. **Obligations of the SNWA.**

4.1. **Preparation of Additional Agreements.** The SNWA shall, as necessary to carry out the intent of this Agreement, prepare and execute any additional cooperative agreements with Reclamation required by Reclamation in order to qualify for and receive Title XVI funds. In no event shall any Party claim any funds expended or in-lieu work done by SNWA under this paragraph as an expenditure for purposes of receiving any Federal Funding.

4.2. **Preparation of Additional Materials.**

4.2.1. **Funding Proposal.** As requested by any Party hereto, the SNWA shall prepare a written proposal to Reclamation requesting Federal Funding for any Covered Project. The proposal shall include, but is not limited to, proposed funding (Federal and Non-Federal), schedule for completion, details of any deviations or changes in project components since preparation of the *1998 Feasibility Report for the SNWRP*. In no event shall any Party claim any funds expended or in-lieu work done by SNWA under this paragraph as an allowable cost for purposes of receiving any Federal Funding.

4.2.2. **NEPA Compliance.** The SNWA shall administer and coordinate compliance with the *National Environmental Policy Act* ("NEPA") necessary in order for any Party to receive Federal Funding. The SNWA shall not be responsible for any document preparation or mitigation required by Reclamation pursuant to the NEPA. In no event shall any Party claim any funds expended or in-lieu work done by SNWA under this paragraph as an allowable cost for purposes of receiving any Federal Funding.

4.3 **Further Cooperation.** Las Vegas, Henderson, LVVWD and the Water Reclamation District ("Participating Party") shall, as needed, work with SNWA and Reclamation in a cooperative manner to effectuate the purposes of this Agreement.

5. **Obligations of Las Vegas, Henderson, Water Reclamation District and LVVWD.**

5.1 **Compliance with Terms of Cooperative Agreement Between SNWA and Reclamation.** The Participating Parties hereby agree that each has read the Cooperative

Agreement and unconditionally agrees to be bound by any and all terms contained therein. The SNWA may, in its sole discretion, withhold Federal Funding from any Party that breaches any term or condition of the Cooperative Agreement.

5.2 Indemnification. Without waiving any of the limitation of NRS Chapter 41, each of the Participating Parties agree to indemnify and hold the SNWA harmless for any cause of action arising under this Agreement.

6. Miscellaneous.

6.1 No Third Party Beneficiaries. It is mutually agreed by the Parties that nothing contained in this Agreement shall be construed in any way as being for the benefit of any third party not a Party to this Agreement.

6.2 Assignment; Binding on Successors. Except as otherwise provided for in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of the other Parties. Any attempt to delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit or, and be binding upon, the successors and assigns of the Parties.

6.3 Attorney's Fees. In the event of any controversy, claim or dispute between the Parties, arising out of or relating to this Agreement or the breach thereof, the prevailing Party shall be entitled to, and shall be awarded, reasonable attorney's fees and court costs as part of its recovery.

6.4 Integration. This Agreement contains the complete and entire agreement between the Parties, and no modification, alteration or change of this Agreement shall be binding upon the Parties unless evidenced by an agreement in writing, signed by the Parties, after the Effective Date of this Agreement.

6.5 Counterparts as Originals. This Agreement may be executed in any number of counterparts and when so executed, each such counterpart shall be deemed to be an original hereof.

6.6 Notices.

All notices required by this agreement shall be in writing and shall be sent to the following:

Southern Nevada Water Authority
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
Attn: General Manager

City of Las Vegas
City Hall, 8th Floor
400 Stewart Ave.
Las Vegas, Nevada 89101
Attn: City Manager

City of Henderson
240 Water Street
Henderson, Nevada 89015
Attn: City Manager

Clark County Water Reclamation District
5857 E. Flamingo Road
Las Vegas, Nevada 89122
Attn: Director

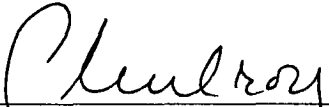
Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153
Attn: General Manager

7. **Termination.** This Agreement shall terminate ten (10) years from the Effective Date or upon the distribution of \$5 million to each Party hereto, whichever is earlier. Upon termination, this Agreement shall cease to operate or to be of any affect whatsoever except that the SNWA shall remain obligated to disburse any Surplus Funding in accordance with paragraph 3.2 immediately following termination.

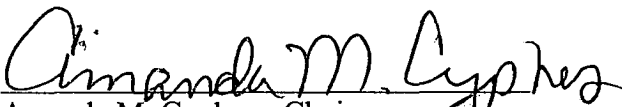
IN WITNESS WHEREOF, each of the Parties has executed this Agreement,
effective on the date and year written above.

Attest:

SOUTHERN NEVADA WATER AUTHORITY



Patricia Mulroy, Secretary



Amanda M. Cyphers, Chair

Approved on 5/20/04, by the Board of Directors for the Southern Nevada Water Authority.

Attest:

CITY OF LAS VEGAS

Oscar Goodman, Mayor

Approved on _____, by the City Council for the City of Las Vegas.

Attest:

CITY OF HENDERSON

James B. Gibson, Mayor

Approved on _____, by the City Council for the City of Henderson.

Attest:

CLARK COUNTY WATER RECLAMATION
DISTRICT

Chip Maxfield, Chairman

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

Attest:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy, Secretary

Myrna Williams, President

Approved on _____, by the Board of Directors for the Las Vegas Valley Water District.

Signature Pages 1 of 5

IN WITNESS WHEREOF, each of the Parties has executed this Agreement,
effective on the date and year written above.

Attest:

SOUTHERN NEVADA WATER AUTHORITY

Patricia Mulroy, Secretary

Amanda M. Cyphers, Chair

Approved on _____, by the Board of Directors for the Southern Nevada Water Authority.

Attest:

CITY OF LAS VEGAS

Duke...

Oscar Goodman, Mayor

Approved on 6/16/04, by the City Council for the City of Las Vegas.

APPROVED AS TO FORM:
Roderic S. ... 5/14/04
Date

Attest:

CITY OF HENDERSON

James B. Gibson, Mayor

Approved on _____, by the City Council for the City of Henderson.

Attest:

CLARK COUNTY WATER RECLAMATION
DISTRICT

Chip Maxfield, Chairman

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

Attest:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy, Secretary

Myrna Williams, President

Approved on _____, by the Board of Directors for the Las Vegas Valley Water District.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, effective on the date and year written above.

Attest:

SOUTHERN NEVADA WATER AUTHORITY

Patricia Mulroy, Secretary

Amanda M. Cyphers, Chair

Approved on _____, by the Board of Directors for the Southern Nevada Water Authority.

Attest:

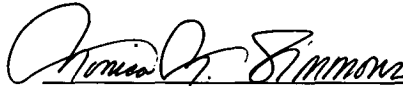
CITY OF LAS VEGAS

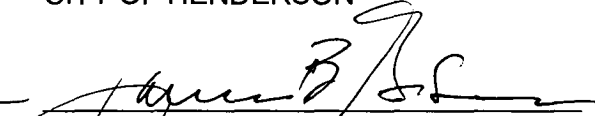
Oscar Goodman, Mayor

Approved on _____, by the City Council for the City of Las Vegas.

Attest:

CITY OF HENDERSON


Monica M. Simmons, CMC


James B. Gibson, Mayor

Approved on August 3, 2004, by the City Council for the City of Henderson.

Attest:

CLARK COUNTY WATER RECLAMATION
DISTRICT

Chip Maxfield, Chairman

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

Attest:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy, Secretary

Myrna Williams, President

Approved on _____, by the Board of Directors for the Las Vegas Valley Water District.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement,
effective on the date and year written above.

Attest:

SOUTHERN NEVADA WATER AUTHORITY

Patricia Mulroy, Secretary

Amanda M. Cyphers, Chair

Approved on _____, by the Board of Directors for the Southern Nevada Water Authority.

Attest:

CITY OF LAS VEGAS

Oscar Goodman, Mayor

Approved on _____, by the City Council for the City of Las Vegas.

Attest:

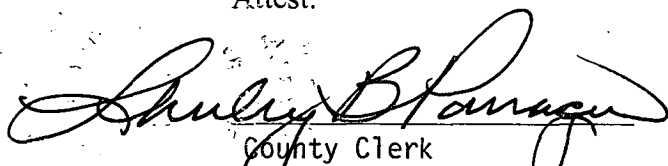
CITY OF HENDERSON

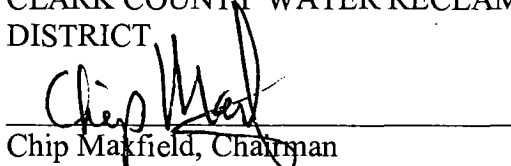
James B. Gibson, Mayor

Approved on _____, by the City Council for the City of Henderson.

Attest:

CLARK COUNTY WATER RECLAMATION
DISTRICT


County Clerk

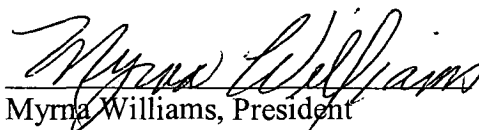

Chip Makfield, Chairman

Approved on 6/1/2004, by the Board of Trustees for the Clark County Water Reclamation District.

Attest:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy, Secretary


Myrna Williams, President

Approved on 6/1/2004, by the Board of Directors for the Las Vegas Valley Water District.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement,
effective on the date and year written above.

Attest: SOUTHERN NEVADA WATER AUTHORITY

Patricia Mulroy, Secretary

Amanda M. Cyphers, Chair

Approved on _____, by the Board of Directors for the Southern Nevada Water Authority.

Attest: CITY OF LAS VEGAS

Oscar Goodman, Mayor

Approved on _____, by the City Council for the City of Las Vegas.

Attest: CITY OF HENDERSON

James B. Gibson, Mayor

Approved on _____, by the City Council for the City of Henderson.

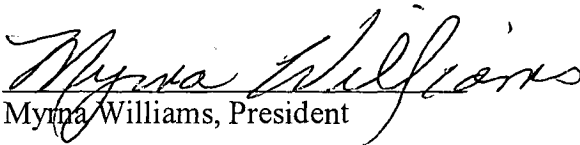
Attest: CLARK COUNTY WATER RECLAMATION
DISTRICT

Chip Maxfield, Chairman

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

Attest: LAS VEGAS VALLEY WATER DISTRICT


Patricia Mulroy, Secretary


Myrna Williams, President

Approved on 7-6-04, by the Board of Directors for the Las Vegas Valley Water District.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Cooperative Agreement for the Las Vegas Freeway and Arterial System of Transportation (FAST) between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC), to provide the option for current CLV employees assigned to FAST to continue their involvement with FAST by transitioning to and becoming employees of the RTC - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Traffic Eng

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This agreement provides the City of Las Vegas employees currently assigned to, and involved with, the operation of FAST the opportunity and option to continue their involvement with FAST by terminating their employment with the City and becoming employees of the RTC

RECOMMENDATION:

Approval of the Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada

BACKUP DOCUMENTATION:

Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

**COOPERATIVE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA**

THIS AGREEMENT is made and entered into this 16 day of June, 2004 by and between the City of Las Vegas, a municipal corporation within the State of Nevada (hereinafter the "City") and the Regional Transportation Commission of Southern Nevada (hereinafter the "RTC"), a governmental entity organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WITNESSETH:

WHEREAS, pursuant to NRS 277.045, two or more political subdivisions may enter into a cooperative agreement for the performance of governmental functions; and

WHEREAS, the voters of Clark County approved Ballot Question No. 10 on November 5, 2002, which provides the RTC with the financial capability to administer and operate the Freeway and Arterial System of Transportation (hereinafter "FAST"); and

WHEREAS, the administration and operations of FAST are now performed by the City and its employees as the designated Administrator pursuant to the FAST Agreement dated April 15, 2003; and

WHEREAS, the Member Agencies who are parties to the current FAST Agreement desire to move the administration and operations of FAST to the RTC as the new Administrator through the execution of a new FAST Agreement while, at the same time, providing the current employees of the City assigned to, and involved with, the operation of FAST the opportunity and option to continue their involvement with FAST by terminating their employment with the City and becoming employees of the RTC; and

WHEREAS, the RTC is bound by provisions of the collective bargaining Agreement effective April 12, 2003 through June 30, 2006 (hereinafter the "SEIU Agreement") negotiated with the Service Employees International Union (SEIU), Local 1107, governing employee compensation and related matters; and

WHEREAS, the Clark County Merit Personnel System Policies and Procedures as adopted by the RTC, administrative guidelines, the SEIU Agreement and the RTC policies and procedures apply to all employees of the RTC; and

WHEREAS, the purpose of this Agreement is to set forth the rights and benefits which will be provided to employees who elect to terminate their employment with the City and accept employment with the RTC.

NOW THEREFORE, for and in consideration of the mutual understanding and agreement hereinafter described, the parties hereto agree to the following:

SECTION 1: OBLIGATION TO HIRE

It is hereby acknowledged by the parties hereto that it is the intent and purpose of this Agreement to ensure that those employees of the City currently assigned to, and involved with, the operation of FAST be given the opportunity and option to continue on in their duties and responsibilities in the operation of FAST. In order to ensure that such employees have such opportunity and option, the RTC agrees to hire those employees listed on Attachment "A" who elect to terminate their employment with the City for the purpose of becoming employees of the RTC assigned to the operation of FAST, and to provide such employees the rights and benefits set forth in this Agreement.

For purposes of this Agreement, the employees who have elected to exercise the option granted herein shall be referred to as "Transitioning Employees."

SECTION 2: HIRE/LONGEVITY DATES/PROBATIONARY PERIODS/QUALIFYING PERIODS

- 1) Each Transitioning Employee's hire and longevity dates at the RTC will remain the same as the dates the employee had at the City.
- 2) Each Transitioning Employee who has attained full time regular status with the City will not be subject to a probationary or qualifying period at the RTC. A Transitioning Employee who has not attained full time regular status with the City must complete the balance of his/her City probationary or qualifying period at the RTC, the duration of which shall not be less than one thousand and forty (1040) hours or more than two thousand and eighty (2080) hours and the hours worked at the City prior to this transition will be included in the total hours worked.

SECTION 3: BASE SALARY

The Transitioning Employee's base salaries and position classifications shall be in accordance with Attachment A attached hereto and incorporated herein as a part of this Agreement.

SECTION 4: ACCRUED BENEFITS

a. Sick Leave

- 1) Sick leave accrual will be based upon RTC accrual rates; and the Transitioning Employee's permanent years of service at the City will be included in determining the accrual rate.
- 2) Transitioning Employees may transfer as part of their employment with the RTC the balance of the accrued and unused sick leave for which they did not receive cash payment from the City. Any catastrophic sick leave which the Transitioning Employee may have earned with the City shall not be transferred to the RTC.
- 3) Transitioning Employees will not be eligible for payment for their sick leave, upon separation from the RTC, until they reach three (3) consecutive years of employment with the RTC. The Transitioning Employee's years of service at the City shall count toward the three (3) year eligibility requirement of the RTC.

b. Annual Leave

- 1) Annual leave accrual will be based upon RTC accrual rates and the Transitioning Employee's full time regular years of service at the City will be included in determining the accrual rate.
- 2) The Transitioning Employee may transfer accrued and unused annual leave balances for which he or she did not receive cash payment from the City.
- 3) At the end of the calendar year annual leave hours in excess of two hundred and forty (240) hours, which includes the total of transferred City annual leave hours as well as RTC accrued leave hours, will automatically be placed in the catastrophic leave bank in accordance with RTC rules and provisions of the SEIU Agreement.
- 4) Each Transitioning Employee with full time regular status with the City is eligible for immediate use of annual leave hours upon initiation of RTC employment and each Transitioning Employee in probationary status must complete his/her probationary period before use of annual leave.
- 5) Any accrued annual leave transferred from the City will be paid upon termination from RTC employment in accordance with RTC rules and policies and the provisions of the SEIU Agreement at the time of separation.

c. Compensatory Hours

- 1) Each Transitioning Employee may transfer his or her accrued and unused compensatory hours (which shall not exceed a maximum of two hundred and forty (240) compensatory hours) for which they have not been paid or granted leave by the City.
- 2) Any accrued compensatory hours must be used in accordance with RTC rules and provisions of the SEIU Agreement.

SECTION 5: LONGEVITY

- 1) Each Transitioning Employee currently receiving longevity payment from the City shall receive from the RTC the following:
 - (i) A cash payment in an amount equal to one year of longevity payments which would have been received from the City minus the longevity payments already made by the City, and
 - (ii) A cash payment in an amount equal to fifty percent (50%) of the longevity payment for one year which the Transitioning Employee would be eligible to receive as an employee of the RTC for one year.
- 2) The balance of the amount that each Transitioning Employee is eligible for in paragraph 1(ii) above shall be paid after serving two thousand and eighty (2080) hours of creditable service after the date of transition. Thereafter, eligibility payments shall be in accordance with the SEIU Agreement.

SECTION 6: SENIORITY

For each Transitioning Employee who is being placed into a new classification at the RTC, seniority will be recognized relative to where the employee currently exists; existing seniority will not be recognized in relation to current RTC employees in the same classification (i.e. Administrative Secretary, Office Specialist).

SECTION 7: RETIREMENT/MEDICAL BENEFITS/FAMILY MEDICAL LEAVE/MEDICARE

- 1) Each Transitioning Employee is to be covered by the RTC employer-paid retirement benefits.
- 2) Each Transitioning Employee and dependents will remain eligible for City health benefit coverage through COBRA at no additional cost to the employee during the waiting period for RTC health insurance coverage, and is eligible for coverage for health benefits by the RTC following two full calendar months of employment with the RTC if he/she has satisfied the "actively at work" and

“enrollment requirement.” The City will be responsible for submitting payment for Cobra benefits until the elimination period is satisfied for pre-existing conditions. The City will deduct the cost of COBRA benefits from the operational account maintained by the City for the operation and maintenance of the FAST System, to wit: Freeway and Arterial System of Transportation Special Revenue Fund (hereinafter the "FAST Special Revenue Fund) prior to transferring the balance of the fund to the RTC.

- 3) The medical pre-existing condition limitation for health benefits provided by the RTC may be reduced or eliminated based on the length of time the Transitioning Employee was covered by the City medical insurance plan immediately preceding coverage by the RTC.
- 4) Each Transitioning Employee's service at the City will count toward the twelve (12) month, one thousand two hundred and fifty (1,250) hours eligibility requirement at the RTC for family and medical leave under the Family and Medical Leave Act.
- 5) Each Transitioning Employee who currently does not pay Medicare benefits will begin to contribute in accordance with the Medicare Reform guidelines.

SECTION 8: SAFETY SHOES/TOOL ALLOWANCE

- 1) Each Transitioning Employee currently receiving a safety shoe allowance shall receive safety shoes at the RTC.
- 2) Each Transitioning Employee currently receiving a tool allowance will continue to receive an allowance at the RTC in accordance with RTC rules and the provisions of the SEIU Agreement.

SECTION 9: RTC RESPONSIBILITIES

- 1) The RTC shall recognize the results of any valid preemployment background investigations or drug screenings which are provided to the RTC from the City for each Transitioning Employee.
- 2) The RTC shall only be responsible for workers compensation claims filed and accepted as a result of an injury and/or accident sustained by the Transitioning Employee while employed at the RTC.

SECTION 10: CITY RESPONSIBILITIES

- 1) The City will make available to the RTC, copies of all personnel records to include but not limited to, salaries, longevity amounts, performance evaluations, progressive discipline, probationary/qualifying

status, workers compensation claims, accrued leave balances, employment applications, direct deposits and wage withholdings.

- 2) The City will be responsible for any cash payouts of accrued benefits of Transitioning Employees requesting the payments of such benefits at the time of separation from the City which payments shall be made from the FAST Special Revenue Fund.
- 3) The City will transfer all current assets, accounts, purchase orders, including appropriate documentation and property/equipment titles and licenses funded by FAST.
- 4) All furniture, fixtures, tools, buildings, rolling stock, and inventory currently owned and utilized by FAST shall be the property of FAST.

SECTION 11: MUTUAL AGREEMENT

- 1) The effective date of this Agreement shall be July 3, 2004.
- 2) This Agreement or parts thereof shall be subject to amendment as may be proposed by either party. All amendments to this agreement must be in writing and must be properly executed by both parties.
- 3) It is not the intent of either party to violate any laws of the State of Nevada or the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, the parties may enter into immediate negotiations thereon to rectify the clause or clauses in contravention. If any provision of this agreement is found to be contrary of law, such provision shall be deemed invalid and unenforceable, except to the extent permitted by law but all other provisions shall continue with full force and effect.
- 4) The parties agree that within thirty days of the effective date of this Agreement at which time the RTC assumes responsibility for the administration and operations of the FAST system and staff, the City shall remit to the RTC the remaining balance in the FAST Special Revenue Fund.
- 5) The City has prepared a spreadsheet, Attachment B attached hereto and incorporated herein as a part of this Agreement, indicating the current FAST positions and the total dollar amount of accrued and unused sick, vacation and compensatory leave balances as of the date of execution of this Agreement for each Transitioning Employee based upon his or her current salary level. With the transfer of the balance of the FAST Special Revenue Fund by the City, the RTC shall assume full responsibility for the balance

of the remaining total accrued and unused sick, vacation and compensation leave balances which has not been paid previously by the City to the Transitioning Employees.

- 6) Remittances, personnel records, assets, property/equipment titles, licenses and other documentation related to this Agreement shall be delivered to the parties at the following address:

Regional Transportation Commission of Southern Nevada

600 S. Grand Central Parkway

Las Vegas, NV 89106

Attn: General Manager

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

REGIONAL TRANSPORTATION COMMISSION CITY OF LAS VEGAS
OF SOUTHERN NEVADA

By: B. L. Woodbury
BRUCE L. WOODBURY, Chairman

By: Oscar Goodman
OSCAR GOODMAN, Mayor

ATTEST:

By: Toni Michener
TONI MICHENER, Executive Assistant

ATTEST:

By: Diana K. [Signature]
City Clerk

APPROVED AS TO FORM:

By: Zev Kaplan
ZEV KAPLAN, RTC Legal Counsel

APPROVED AS TO FORM:

By: _____
BRAD JERBIC, City Attorney

APPROVED AS TO FORM:

Robert S. Zelman 6-11-04
Date

**City of Las Vegas to RTC Classification Conversion
Freeway and Arterial System of Transportation (FAST)
Attachment A**

Incumbent		City of LV Title	Pay Grade
City	Copeland, Danny	Office Specialist I	CC21
RTC		Office Specialist	C22
City	Larson, Linda	Secretary	CC30
RTC		Administrative Secretary	C25
City	Garcia, Anthony	Traffic Communications Technician I	CC36
RTC		RTC Traffic Communication Tech	C28
City	Neubert, James	Engineering Technician II	CC36
RTC		RTC Traffic Technician	C27
City	Hutchens, Kenneth	Sr. Engineering Technician	CC40
RTC		RTC Sr. Traffic Technician	C28
City	Shaffer, Howard	Engineering Technician II	CC36
RTC		RTC Traffic Technician	C27
City	Jordan, Arvin	Network Systems Technician	CC43
RTC		RTC FAST Network Systems Technician	C29
City	Giordano, Frank	Traffic Communications Technician II	CC40
RTC		RTC Traffic Communication Tech	C28
City	Madson, James	Traffic Communications Technician II	CC40
RTC		RTC Traffic Communication Tech	C28
City	Peirce, Keith	Traffic Signal Technician II	CC40
RTC		RTC Traffic Signal Technician	C28
City	Crisler, David D	Senior Traffic Signal Technician	CC44
RTC		RTC Senior Traffic Signal Technician	C29
City	Thompson, Anthony	Senior Traffic Communications Technician	CC44
RTC		RTC Senior Traffic Communication Tech	C29
City	Simo, James R.	Senior Traffic Signal Technician	CC44
RTC		RTC Senior Traffic Signal Technician	C29
City	Rogers, Gregg	Senior Intelligent Transportation System (ITS) Technician	CC45
RTC		RTC Senior Intelligent Transportation Systems (ITS) Specialist	C30
City	Thomas, Nathaniel A	Systems Administration Specialist	CC48
RTC		RTC Traffic Systems Specialist	C30
City	Marmolejo, Jesus	Traffic Systems Maintenance Supervisor	CS52
RTC		RTC Traffic Systems Maintenance Supervisor	C31
City	Kruse, Thomas R	Traffic Systems Engineering Supervisor	CS56
RTC		RTC Traffic Systems Engineering Supervisor	C32
City	Rohleder, Neil T.	Traffic Signal Systems Manager	EX1
RTC		RTC Traffic Engineering Manager	C33

**City of Las Vegas to RTC Conversion
Freeway and Arterial System of Transportation (FAST)
Estimated Data as of Pay Period Ending 5/22/2004
Attachment B**

Employee #	Rate	Sick Leave		Vacation		TILO		COBRA
		Total Hours	Dollars	Total Hours	Dollars	Total Hours	Dollars	Dollars
940320	\$ 20.27038	30.61	620.48	16.81	340.75	-	-	9,069.76
900363	\$ 36.20525	36.45	1,319.68	140.74	5,095.53	-	-	15,717.49
983156	\$ 19.88000	50.00	994.00	38.50	765.38	9.00	178.92	3,408.16
940355	\$ 32.22263	499.00	16,079.09	64.48	2,077.71	0.25	8.06	3,598.48
900331	\$ 29.78625	134.33	4,001.19	157.89	4,702.95	-	-	9,579.86
982181	\$ 23.57775	194.00	4,574.08	126.62	2,985.41	9.00	212.20	5,226.22
982733	\$ 39.35400	130.00	5,116.02	43.76	1,722.13	46.00	1,810.28	3,598.48
850196	\$ 26.33438	249.60	6,573.06	283.30	7,460.53	5.25	138.26	3,408.16
850288	\$ 33.61025	877.75	29,501.40	233.11	7,834.89	8.80	295.77	3,408.16
982546	\$ 39.35400	144.00	5,666.98	140.14	5,515.07	104.25	4,102.65	14,796.16
982198	\$ 21.91375	245.00	5,368.87	77.92	1,707.52	-	-	1,950.56
930062	\$ 32.53100	371.20	12,075.51	169.01	5,498.06	-	-	6,358.08
890124	\$ 37.44750	763.87	28,605.02	108.54	4,064.55	56.00	2,097.06	3,408.16
900313	\$ 44.76038	822.82	36,829.73	270.47	12,106.34	-	-	8,320.32
983226	\$ 19.87663	24.00	477.04	18.48	367.32	-	-	3,408.16
750019	\$ 38.92488	483.93	18,836.91	105.72	4,115.14	-	-	9,069.76
850213	\$ 40.85325	848.00	34,643.56	483.31	19,744.78	-	-	3,408.16
810057	\$ 37.39500	332.77	12,443.93	117.61	4,398.03	-	-	14,796.16
Total			223,726.54		90,502.09		8,843.20	122,530.29

Less 50% > 840 hrs

Madson (634.39)
Thomas (163.41)

Sick Leave	\$ 222,928.74
Vacation	90,502.09
TILO	8,843.20
COBRA	122,530.29
Total	\$ 444,804.32

To be paid off or transferred

To be paid in COBRA premiums to CLV Health Plan

Projected 6.30.04 Fund Balance
before above items \$ 1,050,000.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-101-2004 – Approval of a Resolution Adjusting the Boundaries of the City, Pursuant to a Request by the Clark County Assessor and in Accordance with State Law, by Detaching Therefrom Certain Territory Described Generally as Located on the North Side of Rocky Avenue, Between El Capitan Way and Homestead Road, and on the West Side of Homestead Road, From Rocky Avenue to Moccasin Road - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Along the north side of Rocky Avenue, between El Capitan Way and Homestead Road, and along the west side of Homestead Road, from Rocky Avenue to Moccasin Road, certain parcels of land are subject to multiple tax bills and jurisdictional conflicts because the parcels are bisected by the boundary between the City and the unincorporated County. Recently-enacted State law allows this situation to be remedied by an action to detach from the City to the County the property located within the boundaries of the City, if approved by the City Council and Board of County Commissioners. This Resolution will accomplish the adjustment.

RECOMMENDATION:

It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:

Resolution No. R-101-2004

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

**RESOLUTION ADJUSTING THE BOUNDARIES OF THE CITY,
PURSUANT TO A REQUEST BY THE CLARK COUNTY ASSESSOR
AND IN ACCORDANCE WITH STATE LAW, BY DETACHING THEREFROM
CERTAIN TERRITORY DESCRIBED GENERALLY AS LOCATED ON THE
NORTH SIDE OF ROCKY AVENUE, BETWEEN EL CAPITAN WAY AND
HOMESTEAD ROAD, AND ON THE WEST SIDE OF HOMESTEAD ROAD,
FROM ROCKY AVENUE TO MOCCASIN ROAD.**

WHEREAS, NRS 268.5975(1) provides as follows:

A county assessor may request that the governing body of a city realign one or more of the boundary lines between the city and the unincorporated area of the county or between two cities to adjust a boundary that bisects a parcel of land causing the creation of more than one tax parcel from a single legal parcel. Notwithstanding any other provision of law, the governing body may, by ordinance or other appropriate legal action, with the consent of the board of county commissioners or the governing body of the other city, respectively, adjust the boundary to exclude the portion of the split parcel from the city;

and

WHEREAS, the County Assessor of Clark County has requested the City Council of the City of Las Vegas to realign a boundary line between the County and City to adjust a boundary that bisects a parcel of land causing the creation of more than one tax parcel from a single legal parcel, and to adjust the boundary to exclude the portion of the split parcel from the City; and

WHEREAS, NRS 268.5975(2) requires that, in the event of such a realignment and adjustment, provision be made for the payment of certain City obligations proportionate and attributable to the territory to be excluded or detached from the City; and

1 WHEREAS, in accordance with NRS 268.5975(2)(b), it is contemplated that
2 taxes will be levied by the Board of County Commissioners upon all taxable property in the
3 territory to be detached, sufficient to discharge the proportionate share of the debt for any
4 outstanding general obligations of the City according to their terms; and

5 WHEREAS, the City Council desires to accommodate the request of the
6 County Assessor and accomplish the detachment of the territory requested to be detached
7 from the City by means of this Resolution; and

8 WHEREAS, the boundary adjustment and detachment of territory
9 contemplated by this Resolution cannot be accomplished under NRS 268.5975 without the
10 consent of the Board of County Commissioners, and it is the intent of the City Council that
11 the Board of County Commissioners give its consent and that the consent be reflected by
12 means of a duly authorized signature appearing on or accompanying this Resolution.

13 NOW, THEREFORE, BASED UPON THE FOREGOING, BE IT
14 RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

15 1. The corporate limits of the City of Las Vegas, Nevada, are hereby adjusted to detach
16 from the City of Las Vegas, Nevada, the following described real property, which thereafter
17 shall be included within the unincorporated area of Clark County:

18 Those portions of the Northeast Quarter (NE 1/4) of Section 5, Township 19
19 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada,
being more particularly described as follows:

20 Commencing at the north quarter corner of said section 5 and proceeding
21 along the north-south center of the section line, South 00°08'13" East,
1334.39 feet to the center north one-sixteenth corner of said Section 5, the
22 POINT OF BEGINNING;

23 Thence along the north sixteenth line of said section, South 89°37'59" East,
1323.70 feet to the northeast sixteenth corner of said Section 5;

24 Thence along the east sixteenth line of said section, North 00°18'19" West,
1331.71 feet to the east sixteenth corner common to Section 32, Township 18
25 South, Range 60 East, M.D.M., and said Section 5;

26 Thence along the north line of Section 5, South 89°30'55" East, 56.13 feet
27 to a point on the centerline of Homestead Road;

28 Thence along said centerline, South 00°17'33" West, 847.25 feet to the point
of intersection of the centerline of Homestead Road with the centerline of

1 Trails End Avenue;
2 Thence continuing along the centerline of Homestead Road, South 00°18'15"
3 West, 646.64 feet to the point of intersection of the centerline of Homestead
4 Road with the centerline of Rocky Avenue;
5 Thence along the centerline of Rocky Avenue, North 87°31'22", West 668.95
6 feet to the point of intersection of the centerline of Four Views Street with the
7 centerline of Rocky Avenue;
8 Thence continuing along the centerline of Rocky Avenue, North 87°30'48",
9 West 697.01 feet to a point on the north-south center of section line of said
10 Section 5, being also the centerline of El Capitan Way;
11 Thence along said line, North 00°08'13" West, 111.97 feet to the POINT OF
12 BEGINNING.

13 Basis of Bearings: The west line of the Northeast Quarter (NE 1/4) of
14 Section 5, Township 19 South, Range 60 East, M.D.M., bears North
15 00°08'13" West as shown on a Record of Survey for Boundary Line
16 Adjustment in File 123, Page 33 of Surveys, Clark County, Nevada, Records.

17 2. This Resolution shall not become effective unless the Board of County
18 Commissioners consents to the boundary adjustment and detachment of territory described
19 in this Resolution.

20 3. Following its adoption by the City Council and the giving of consent by the Board
21 of County Commissioners, the Resolution shall be executed on behalf of the City, and the
22 consent of the Board of County Commissioners shall be evidenced thereon or on a writing
23 accompanying the Resolution. A certified copy of the Resolution, together with the consent
24 and any associated map or plat prepared by the City in connection therewith, shall be
25

26 ...

27 ...

28 ...

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...

1 recorded in the office of the County Recorder of Clark County, Nevada, and the Resolution
2 shall become effective upon such recordation.

3 PASSED, ADOPTED, AND APPROVED this 16 day of June,
4 2004.

5 CITY OF LAS VEGAS

6 BY 
7 OSCAR B. GOODMAN, Mayor

8 ATTEST:

9 
10 BARBARA JO RONEMUS, City Clerk

11 APPROVED AS TO FORM

12 Val Heed 6-2-04
13 Date

14
15
16 Consent given this _____ day of _____, 2004.

17
18 ATTEST:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

19
20
21 SHIRLEY B. PARRAGUIRRE,
County Clerk

CHIP MAXFIELD,
Chairman

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Date _____

Consent given this 15th day of June, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

SHIRLEY B. PARRAGUIRRE, County Clerk

CHIP MAXFIELD, Chairman

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-102-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Second Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (Vacant)

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 Hills Center Business Park Phase II.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-102-2004

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

RESOLUTION NO. R-102-2004

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), and 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 lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property that is identified by Clark County, Nevada, County Assessor's parcel number as Parcel 138-19-818-005, (the "Parcel" herein) and is situate within the District, has been divided after the special assessments were levied 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 Parcel 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 Parcel among the several parts into which the Parcel has 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 16th day of June, 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 Parcel among the several parts into which the Parcel has 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.

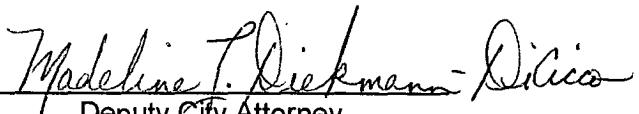
SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 16th day of June, 2004.

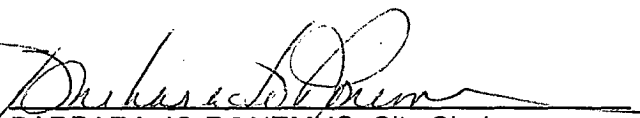


OSCAR B. GOODMAN, Mayor

Approved as to form:

6-3-'04 
Date Deputy City Attorney.

ATTEST:



BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-103-2004 - Approval of a Resolution approving the Forty-Second Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (Vacant)

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 Hills Center Business Park Phase II.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-103-2004

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

RESOLUTION NO. R-103-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 404 (SUMMERLIN AREA); APPROVING THE FORTY-SECOND 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 that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 138-19-818-005 (the "Parcel" herein) among the several parts into which the Parcel has 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 16th day of June 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Forty-Second 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 16th day of June 2004, as follows:

SECTION 1. That the certain document entitled "Forty-Second 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 Parcel among the several parts into which said Parcel has 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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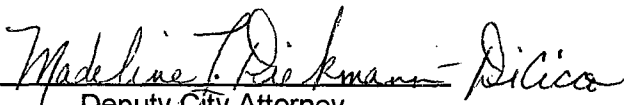
SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they are hereby repealed.

PASSED, ADOPTED AND APPROVED this 16th day of June, 2004.



OSCAR B. GOODMAN, Mayor

Approved as to form:

6-3-04 
Date Deputy City Attorney

ATTEST:



BARBARA JO RONEMUS, City Clerk

APN: 138-19-818-005

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

FORTY-SECOND ASSESSMENT LIEN APPORTIONMENT REPORT
June 16, 2004

RETURN TO:

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

RECEIVED
CITY CLERK

2004 JUN 16 P 3:30

FORTY-SECOND ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property identified by the County Assessor's parcel number as Parcel 138-19-818-005 in the original amount of \$457,462.38 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said parcel, as follows:

OWNER/DEVELOPER	APN	Area (SF)	PER PARCEL ASSESSMENT
Hill's Center Business Park II, LLC	138-19-818-008	387,190 ¹	\$ 429,055.55
Robert D. Barnhart	138-19-721-003	25,635 ²	\$ 28,406.83
		TOTAL	\$ 457,462.38

¹ All of Lot 1 of Hills Center Business Park Phase II as shown in Book 108 of Plats, Page 14 recorded in the office of the County Recorder, Clark County, Nevada excepting therefrom,

Survey Areas 1 and 2 shown on Record of Survey File 129, Page 13 recorded in the office of the County Recorder, Clark County, Nevada,

Survey Area shown on Record of Survey File 130, Page 42 recorded in the office of the County Recorder, Clark County, Nevada,

Survey Area shown on Record of Survey File 133, Page 65 recorded in the office of the County Recorder, Clark County, Nevada,

Survey Area shown on Record of Survey File 134, Page 87 recorded in the office of the County Recorder, Clark County, Nevada.

Survey Area shown on Record of Survey File 137, Page 17 recorded in the office of the County Recorder, Clark County, Nevada.

² Survey Area shown on Record of Survey File 137, Page 17 recorded in the office of the County Recorder, Clark County, Nevada,

DATED this 16th day of June 2004

Respectfully submitted,


MICHAEL K. OLSON, City Treasurer

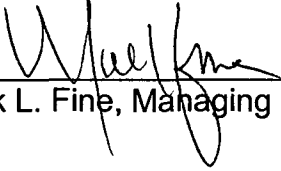
THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

APN: 138-19-818-008

I concur with the foregoing Forty-second Apportionment Report.

HILLS CENTER BUSINESS PARK II, a Nevada limited liability company

BY: TRIAD DEVELOPMENT, L.L.C., a Nevada limited liability company, MANAGER



Mark L. Fine, Managing Member Date

APN: 138-19-721-003

I concur with the foregoing Forty-second Apportionment Report.

//NOT AVAILABLE//
Robert D. Barnhart, Owner Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 16, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-104-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$78,002.48

☒

Budget Funds Available

Dept./Division: Public Works/SID

☐

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

This resolution directs the City Engineer and Engineering Integration Division to prepare the Final Assessment Roll for the construction and installation of pavement, "L" type curb and gutter, sidewalk, water laterals, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-104-2004

MOTION:

REESE – APPROVED Items 4-16, 18-27, 29, and 31-64 – **UNANIMOUS** with Ward 2 seat vacant

Items 3, 17, & 30: APPROVED under separate actions (see individual items)

Item 28: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:41 – 9:44)

1-1199

RESOLUTION NO. R-104-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1499 – ALEXANDER ROAD (US-95 TO RANCHO DRIVE); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1499 – Alexander Road (US-95 to Rancho Drive) (hereinafter the "District") and ordered the acquisition of certain public improvements (hereinafter the "Project") within the District; and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) is \$2,361,669.42, of which \$2,283,666.94 is available from other sources and \$78,002.48 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

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

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
\$ 2,361,669.42	\$ 78,002.48	\$ 2,283,666.94

Section 3. The City Engineer (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the Engineering Integration Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

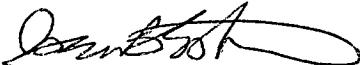
Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

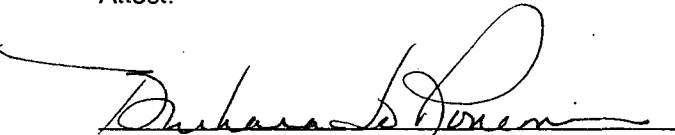
Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on June 16, 2004.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to Form:

11.15.04 

Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on June 16, 2004.

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

Those Voting Aye:	Oscar B. Goodman Gary Reese Larry Brown Lawrence Weekly Michael Mack Janet Moncrief

Those Voting Nay:	NONE

Those Absent:	NONE

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

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

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

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

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

6. A copy of such notice so given of the meeting of the City Council on June 16, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this June 16, 2004.

(SEAL)

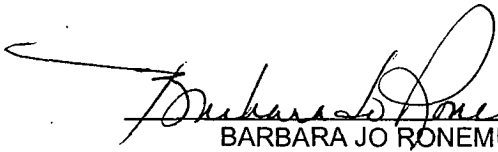

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

CITY COUNCIL AGENDA

JUNE 16, 2004

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DISCUSSION

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AFTERNOON

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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), VACANT (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.

JUNE 16, 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 MIKE MAS, NATHAN ADELSON HOSPICE (CENTER FOR COMPASSIONATE CARE)
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 257TH TRANSPORTATION COMPANY, AN ARMY RESERVE UNIT
- RECOGNITION OF MASTER TODDY'S MUAY THAI BARE KNUCKLE TOURNAMENT WORLD CHAMPIONS
- RECOGNITION OF LEISURE SERVICES DEPARTMENT FOR NATIONAL AQUATICS HONORS
- RECOGNITION OF THE LAS VEGAS VALLEY WATER DISTRICT'S 50TH ANNIVERSARY
- PRESENTATION BY LAS VEGAS HOMELESS VETERANS STANDOWN COMMITTEE

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 April 7, 2004 and April 21, 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.

ADMINISTRATIVE - CONSENT

3. Approval of a contribution from Star Nursery to the City of Las Vegas consisting of \$100,000 worth of trees over the next 5 years
4. Approval of a net 3.00% cost of living adjustment (COLA) for eligible Appointive Employees effective with the first pay period in July 2004 (\$450,000 from the General, Special Revenue, Enterprise and Internal Service Funds)
5. Approval to amend the First Amended and Restated Memorandum of Understanding between City Parkway V and Las Vegas Performing Arts Center Foundation to extend negotiation of the Disposition and Development Agreement to December 31, 2004 - Ward 5 (Weekly)
6. Approval on offering a Voluntary Separation Program to certain employee groups that have 20+ years of service with the City of Las Vegas (Not to exceed \$6,300,000 - Multiple Funds)

FIELD OPERATIONS DEPARTMENT - CONSENT

7. Approval of First Amendment to the Area-Wide Natural Gas Fueling System Interlocal Agreement with the Regional Transportation Commission of Southern Nevada (\$150,000 - Internal Service Funds) - All Wards
8. Approval of an Interlocal Agreement with the Las Vegas Housing Authority for repair, maintenance, fuel and after hour call out services for vehicles and equipment (\$175,000 revenue) - All Wards
9. Approval of a Bus Stop Shelters and Benches Franchise Agreement between the City of Las Vegas and Bustop Shelters of Nevada, Incorporated dba Viacom Outdoor, for the construction, installation and maintenance of bus stop shelters, benches and trash receptacles - (\$75,000 annual revenue) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

10. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
11. Approval of transfer of fiscal year 2004 Budget Appropriations for Special Revenue Funds in the amount of \$3,600,200
12. Approval of transfer of fiscal year 2004 Budget Appropriations for Capital Project Funds in the amount of \$10,400,000
13. Approval of a Special Event License for Whole Foods Market, Inc., Location: Whole Foods Market, 8855 West Charleston Boulevard, Dates: June 19, 26, July 3, 10, 17, 24, 31, 2004, Type: Special Event Beer/Wine, Event: Wine Tastings, Responsible Person in Charge: Sandra Benton - Ward 2 (Vacant)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

14. Approval of a Special Event License for Mi Raza Mi Gente, Location: Freedom Park, 850 North Mojave Road, Dates: July 16-18, 2004, Type: Special Event Beer/Wine, Event: Las Vegas Fair-La Feria de Las Vegas, Responsible Person in Charge: Mauricio Fabian-Bahewa - Ward 3 (Reese)
15. Approval of Change of Business Name for a Supper Club License, Scottsdale Beverages, LLC, dba From: Escole, To: Cafe Bleu, 1451 Center Crossing Road, John P. Graham, Mgr, Jennifer E. White, Mgr, Scottsdale Group, LLC, Mmbr, 100%, John P. Graham, Mgr, Jennifer E. White, Mgr - Ward 2 (Vacant)
16. Approval of Independent Store Operator and Change of Business Name for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Rancho Las Vegas Grocery Outlet, Inc., dba Rancho Las Vegas Grocery Outlet, Rancho Las Vegas Grocery Outlet, Inc., Independent Store Operator, Laura A. Bascom, Dir, Pres, 50%, Timothy M. Bascom, Dir, Secy, Treas, 50%, To: Duncan & Duncan, dba Grocery Outlet Rancho Las Vegas, 703 North Rancho Drive, David F. Duncan, Independent Store Operator and Barbara S. Duncan, Independent Store Operator, 100% jointly as husband and wife - Ward 5 (Weekly)
17. Approval of Change of Ownership and Business Name 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: D.T.'s Lounge, dba D.T.'s Lounge, Robert L. McMurray, Ptnr, 50%, Stephen G. Hibbard, Ptnr, 50%, To: Scotch 80's Limited (a Nevada Corporation), dba Squiggy's, 530 South Martin L. King Boulevard, Danny R. Piper, Dir, Pres, Treas, 50%, Joseph D. Bunch, Dir, Secy, 50% - Ward 5 (Weekly)
18. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 16 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Moulin Rouge, 900 West Bonanza Road - Ward 5 (Weekly)
19. Preapproval of award of Bid No. 04.1730.15-CW, Durango Drive, Westcliff to Vegas Drive to the lowest responsive and responsible bidder or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Monetary range of \$13,000,000 to \$14,000,000 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Vacant and Brown)
20. Approval of award of Bid No. 04.1730.01-LED, Sahara Avenue Sanitary Sewer Rehabilitation, Phase III and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: INSITUFORM TECHNOLOGIES, INC. (\$2,592,255 - Sanitation Enterprise Fund) - Ward 3 (Reese)
21. Approval of award of Bid No. 04.1730.16-LED, Holmby Channel Drainage Improvements and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CRYSTAL CASCADES (\$1,333,333 - Road and Flood Capital Projects Fund) - Ward 1 (Moncrief)
22. Approval of revision to purchase order 218353 for Bulk Liquid Cationic Polymer - Department of Public Works - Award to: CYTEC INDUSTRIES, INC. (\$120,000 - Sanitation Enterprise Fund)
23. Approval of Contract No. 040174, Substance Abuse Testing Services - Department of Human Resources - Award recommended to: QUEST DIAGNOSTICS (\$300,000 - General Fund)
24. Approval of Contract No. 040357 for Symantec Governmental Alliance Program Master Contract for On iCommand software - Department of Information Technologies - Award recommended to: ASAP SOFTWARE (\$176,500 - Computer Services Internal Service Fund)
25. Approval of Contract No. 040254 for ProLaw Software, Support and Maintenance, Training and Professional Services - Department of Information Technologies - Award recommended to: PROLAW SOFTWARE (\$129,500 - City Facilities Capital Projects Fund and General Fund)
26. Approval of Contract No. 040293 for Software Escrow Services - Department of Information Technologies - Award recommended to: GUARD-IT CORPORATION (\$75,000 - Computer Services Internal Service Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

27. Approval of award of Bid No. 040318-GL, Annual Requirements Contract for Swimming Pool Chemicals - Department of Leisure Services - Award recommended to: THATCHER COMPANY OF NEVADA (Estimated annual amount of \$40,000 - General Fund)
28. Approval of issuance of a purchase order for an annual requirements contract for Watson Marlowe OEM parts and service - Department of Public Works - Award recommended to: MIDWEST ASSOCIATES, INC. (Estimated annual amount of \$200,000 - Sanitation Enterprise Fund)
29. Approval of award of Bid No. 040360-LED, Relocate Skate Park Elements, Patriot Park to Mountain Ridge Park and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THE TIBERTI COMPANY (\$55,000 - Capital Projects Fund) - Ward 6 (Mack)

FIRE AND RESCUE DEPARTMENT - CONSENT

30. Approval of an Interlocal Agreement between the City of Las Vegas and the County of Clark for the transfer of interoperable radio equipment for public safety communications - All Wards
31. Approval of a Secondary User's Agreement between the City of Las Vegas and Summerlin Hospital Medical Center for the transfer of interoperable radio equipment for public safety communications - All Wards

HUMAN RESOURCES DEPARTMENT - CONSENT

32. Approval of payment for a permanent partial disability award - Claim #WC03050114 - as required under the workers' compensation statutes (\$38,265 - Workers' Compensation Internal Service Fund)
33. Approval of Governmental Money Purchase Plan & Trust Adoption Agreement and Administrative Services Agreement with ICMA Retirement Corporation to establish a 401(a) final pay plan

MUNICIPAL COURT - CONSENT

34. Approval of annual purchase order for instructors and speaker services for Las Vegas Municipal Court's court-ordered defendant classes and programs provided by the Court's Alternative Sentencing and Education Division (ASED) - (Annual aggregate amount of \$273,300 - General Fund)
35. Approval of annual purchase order for interpreters/translators for Las Vegas Municipal Court's court-ordered classes, appointments, and curriculum materials provided by the Court's Alternative Sentencing and Education Division (ASED) - (Annual aggregate amount of \$32,000 - General Fund)
36. Approval of annual purchase order for Alternate Judge services for Municipal Court (Annual aggregate amount of \$60,000 - General Fund)
37. Approval of annual purchase order for interpretation services for Municipal Court (Annual aggregate amount of \$128,820 - General Fund)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

38. Approval of a Deferred Loan Agreement expending \$40,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 3709 El Cortez Avenue - Ward 1 (Moncrief)

PUBLIC WORKS DEPARTMENT - CONSENT

39. Approval of an Encroachment Request from Carter Burgess, Incorporated, on behalf of John K. Biegger and JRJ Properties, owners (northwest corner of Sahara Avenue and Decatur Boulevard) - Ward 1 (Moncrief)
40. Approval of an Encroachment Request from Pardee Homes Nevada, owner (northwest corner of Tee Pee Lane and Severance Lane) - Ward 6 (Mack)
41. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Emil M. Pahor and Ann A. Pahor Family Trust, owners (southeast corner of Sahara Avenue and Buffalo Drive, APN 163-10-101-003) - County (near Ward 1 - Moncrief)
42. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Joseph M. Sneed, owner (south of Madre Mesa, between Terry Lane and Michael Way, APN 138-13-313-006) - County (near Ward 5 - Weekly)
43. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner, Incorporated, on behalf of Robert J. Pederson 1996 Trust, Robert J. Pederson, Trustee, Patricia M. Murphy, Thomas M. Murphy, Joey Bailey, Brian K. Anderson, and Suzanne Anderson, owners (north of Tropical Parkway, east of Fort Apache Road, APNs 125-29-201-018, 125-29-201-019, 125-29-201-020, 125-29-201-021, 125-29-201-022, and 125-29-201-024) - County (near Ward 6 - Mack)
44. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - AK Nielsen on behalf of Taz H. Cofer, owner (north of Tropical Parkway, west of Rio Vista Street, APN 125-27-610-053) - County (near Ward 6 - Mack)
45. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Summit Engineering Corporation on behalf of NW Development LLC, owner (northwest corner of Bright Angel Way and Jensen Street, APN 125-30-202-006) - County (near Ward 6 - Mack)
46. Approval of a Professional Services Agreement with the Louis Berger Group, Inc. for Construction Management Services on the Durango Drive - Westcliff Drive to Vegas Drive project (\$850,000 - Regional Transportation Commission) - Wards 2 and 4 (Vacant and Brown)
47. Approval of a First Amendment to the Engineering Design Services Agreement with Louis Berger Group, Inc. for additional engineering design services for the Rancho/Owens Sewer Rehabilitation project to include segments of Harris Avenue and Charleston Boulevard (\$50,000 - City of Las Vegas Sanitation Fund) - Wards 3 and 5 (Reese and Weekly)
48. Approval of a Title XVI Funding Allocation Agreement between the Southern Nevada Water Authority, the City of Las Vegas, City of Henderson, Clark County Water Reclamation District and the Las Vegas Valley Water District which will allow the City of Las Vegas to receive federal funds for the construction of the Northwest Water Resource Center - (County)
49. Approval of a Cooperative Agreement for the Las Vegas Freeway and Arterial System of Transportation (FAST) between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC), to provide the option for current CLV employees assigned to FAST to continue their involvement with FAST by transitioning to and becoming employees of the RTC - All Wards

RESOLUTIONS - CONSENT

50. R-101-2004 – Approval of a Resolution Adjusting the Boundaries of the City, Pursuant to a Request by the Clark County Assessor and in Accordance with State Law, by Detaching Therefrom Certain Territory Described Generally as Located on the North Side of Rocky Avenue, Between El Capitan Way and Homestead Road, and on the West Side of Homestead Road, From Rocky Avenue to Moccasin Road – Ward 6 (Mack)

RESOLUTIONS - CONSENT

51. R-102-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Second Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (Vacant)
52. R-103-2004 - Approval of a Resolution approving the Forty-Second Assessment Lien Apportionment Report for Special Improvement District No. 404 - Summerlin Area (Levy Assessments) - Ward 2 (Vacant)
53. R-104-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)
54. R-105-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund - Special Assessments) - Ward 6 (Mack)
55. R-106-2004 - Approval of a Resolution directing the City Engineer to prepare preliminary plans for Special Improvement District No. 1505 - Sierra Oeste - Ward 6 (Mack)
56. R-107-2004 - Approval of a Resolution authorizing a temporary interfund loan from the Sanitation Enterprise Fund to the Road and Flood Capital Projects Fund, not to exceed \$2 million, to be repaid by an interlocal agreement from the Regional Transportation Commission (RTC) for the construction of the Durango/Summerlin Parkway Interchange - Wards 2 and 4 (Vacant and Brown)
57. R-108-2004 - Approval of a Resolution to Augment the City of Las Vegas fiscal year 2004 City Facilities Capital Project Fund Budget in the amount of \$350,000
58. R-109-2004 - Approval of a Resolution to Augment the City of Las Vegas Fiscal Year 2004 Special Improvement District (SID) Administration Special Revenue Fund Budget in the amount of \$234,729

REAL ESTATE COMMITTEE - CONSENT

59. Approval of a First Amendment to Interlocal Contract between the City of Las Vegas and the Board of Regents of the University and Community College System of Nevada, on behalf of the University of Nevada, Las Vegas, School of Architecture for the lease of property located at 400 South Las Vegas Boulevard - Ward 1 (Moncrief)
60. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 5 acres of land commonly known as a portion of APN 126-01-101-010 located off of Puli Drive between Moccasin Road and Iron Mountain Road for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)
61. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 10 acres of land commonly known as Parcel Number 126-02-101-005 located south of Moccasin Road and west of Puli Drive for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)
62. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 10 acres of land commonly known as APN 126-01-801-002 located in the vicinity of Iron Mountain Road and Hualapai Way for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)
63. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 8 acres of land commonly known as APNs 126-02-401-002 and 126-02-401-004 located in the vicinity of Iron Mountain Road and Puli Drive for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)

REAL ESTATE COMMITTEE – CONSENT

64. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for 12.5 acres of land commonly known as a portion of APN 126-01-401-003 located in the vicinity of Iron Mountain Road and Puli Drive for use as a Public Park (\$100 - Public Works/Real Estate/Rental of Land) - Clark County (near Ward 6 - Mack)

DISCUSSION / ACTION ITEMS

CITY ATTORNEY - DISCUSSION

65. Discussion and possible action on Appeal of Work Card Denial: Pamela A. Mack, 4434 W. Del Oro Drive, Las Vegas, Nevada 89102
66. Discussion and possible action on Appeal of Work Card Denial: Stanley Ray Clinton, 4918 Drifting Pebble Street, North Las Vegas, Nevada 89030
67. Discussion and possible action on Appeal of Work Card Denial: Jose L. Lemus, 4193 Zavala #C, Las Vegas, Nevada 89103
68. Discussion and possible action on Appeal of Work Card Denial: Yvette L. Gray, 1318 Star Meadow Drive, North Las Vegas, Nevada 89030
69. Discussion and possible action on Appeal of Work Card Denial: Brandon D. Mobley, 7948 Decker Canyon #202, North Las Vegas, Nevada 89128

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

70. Discussion and possible action regarding rescission of action taken April 7, 2004, regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)
71. Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)
72. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Gerardo S. Barraza, dba Juanita's Restaurant, Gerardo S. Barraza, 100%, To: Jesus Moreno, dba La Sierra Mexican Restaurant #2, 4440 East Washington Avenue, Suite 106, Jesus Moreno, 100% - Ward 3 (Reese)
73. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. Regulations, From: Restaurant Enterprises, Inc., dba Venetian Restaurant, Thomas D'Antonio, Dir, Pres, Secy, Treas, 100%, To: The Slanted Clam, LLC, dba The Slanted Clam, 3713 West Sahara Avenue, Let's Eat Gaming Group, Inc., Mmbr, 50%, Mark J. DiMartino, Dir, Pres, Secy, Treas, 100%, Amy O, LLC, Mmbr, 50%, Barry J. Fieldman, Mgr, 100% - Ward 1 (Moncrief)
74. Discussion and possible action regarding a Review of a Beer/Wine/Cooler On-sale License, Gomez Entertainment, Inc., dba El Tapatio, 235 North Eastern Avenue, Suite 132, Anabel Gomez, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
75. Discussion and possible action regarding a 90-day 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)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

76. 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)
77. Discussion and possible action regarding a Six-Month Review of a Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Tomasa Chavez, dba El Pollo Real Restaurant, 621 North Eastern Avenue, Tomasa Chavez, 100%, David Garcia, Gen Mgr - Ward 5 (Weekly)
78. ABEYANCE ITEM - 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)
79. Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Tropics, LLC, dba Tropics Broiler & Bar, 1617 South Decatur Boulevard (Non-operational), Ken K. Kananu, Mgr, Mmbr, 42.5%, Gregory N. Becker, Mgr, Mmbr, 42.5%, Nancy K. Dehler, Mmbr, 15%, To: Artisan Cafe, LLC, dba Artisan Cafe, LLC, 1215 Las Vegas Boulevard South, Audrey N. DaSilva, Mgr, Mmbr, 100%, Douglas B. DaSilva, Principal - Ward 3 (Reese)

PUBLIC WORKS DEPARTMENT - DISCUSSION

80. Discussion and possible action regarding the realignment of Grand Montecito Parkway (SID 1502) between Deer Springs Way and Dorrell Road - Ward 6 (Mack)

RESOLUTIONS - DISCUSSION

81. R-110-2004 - Public hearing and possible action regarding a Resolution authorizing the issuance of a medium term obligation, not to exceed \$25,000,000 for the infrastructure construction of Union Park (formerly known as the 61-Acres) - Ward 5 (Weekly)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

82. Bill No. 2004-40 – Annexation No. ANX-3978 – Property location: On the west side of Calverts Street, 810 feet south of Tropical Parkway; Petitioned by: Ronny Acevedo and Gilmar Acevedo; Acreage: 1.02 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack
83. Bill No. 2004-41 – Revises the City's drought conservation measures in accordance with revisions to the Southern Nevada Water Authority's Drought Plan. Sponsored by: Councilman Larry Brown

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

84. Bill No. 2004-43 – Ordinance Creating Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) Sponsored by: Step Requirement

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

85. Bill No. 2004-44 – Annexation No. ANX-4129 – Property location: On the southwest corner of Bronco Street and Peak Drive; Petitioned by: SF Investments, LLC; Acreage: 2.35 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack
86. Bill No. 2004-45 – Establishes restrictions on the use and possession of electronic stun devices. Sponsored by: Councilman Gary Reese

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.

87. Bill No. 2004-46 – Increases the salaries of the Municipal Court judges. Sponsored by: Mayor Oscar B. Goodman (Annual amount \$71,063.73 – General Fund)

1:00 P.M. - AFTERNOON SESSION

88. 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

89. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6012 Iron Kettle Street. PROPERTY OWNERS: BRIAN J. & JANECE PINEGAR FAM TR - Ward 6 (Mack)
90. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
91. Public hearing to consider the report of expenses to recover costs for abatement of a dangerous building located at 2110 Marlin Avenue. PROPERTY OWNER: JOSE DE JESUS GONZALES-JOYA ETAL – Ward 3 (Reese)
92. Public Hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located North of 4200 West Sahara Avenue on Arville (Vacant Lot), APN 162-06-412-003. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER, C/O WILTON PARTNERS ARVILLE #8, C/O J. LIN - Ward 1 (Moncrief)
93. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCS D PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - 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.

94. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-4392 - APPLICANT: OLD TOWN, INC. - OWNER: ECT HOLDING, LIMITED LIABILITY COMPANY - Request for an Extension of Time for a Special Use Permit (SUP-1875) FOR A TAVERN and a Waiver of the minimum distance requirements from a tavern and protected uses at 1208 East Charleston Boulevard (APN: 162-02-110-001, 003, 011, and 013), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
95. EXTENSION OF TIME RELATED TO EOT-4392 - VARIANCE - EOT-4393 - APPLICANT: OLD TOWN, INC. - OWNER: ECT HOLDING, LIMITED LIABILITY COMPANY - Request for an Extension of Time for a Variance (VAR-1879) TO ALLOW 172 PARKING SPACES WHERE 187 PARKING SPACES ARE REQUIRED at 1208 East Charleston Boulevard (APN: 162-02-110-001, 003, 011, and 013), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
96. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-4433 - APPLICANT: GERALD GARAPICH, AIA, LIMITED LIABILITY COMPANY - OWNER: GRAND TETON LODGE LAND, LIMITED LIABILITY COMPANY - Request for an Extension of Time of an approved Special Use Permit (U-0011-00) WHICH ALLOWED A PROPOSED TAVERN IN CONJUNCTION WITH AN APPROVED RESTAURANT on property located adjacent to the northeast corner of Grand Teton Drive and Durango Drive (a portion of APN: 125-09-401-006), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). Staff recommends APPROVAL
97. EXTENSION OF TIME - REZONING - EOT-4438 - APPLICANT/OWNER: JAH ASIF - Request for an Extension of Time of an approved Rezoning FROM: R-2 (Medium-Low Density Residential) TO: N-S (Neighborhood Service) on 0.18 acres located at 2413 Maroney Avenue (APN: 162-02-410-096), Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

98. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4147 - APPLICANT/OWNER: D.R. HORTON, INC. - Request for a Site Development Plan Review FOR A PROPOSED 126-UNIT CONDOMINIUM COMPLEX on 10.29 acres adjacent to the southwest corner of Grand Teton Drive and Tee Pee Lane (APN: 125-18-501-015), U (Undeveloped) Zone [MLA (Medium-Low Density Attached) General Plan Designation] under Resolution of Intent to R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL
99. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4163 - APPLICANT/OWNER: FOURTH & BONNEVILLE, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED EIGHT-LEVEL, 150,000 SQUARE-FOOT RETAIL AND PARKING STRUCTURE on 0.29 acres adjacent to the southeast corner of Fourth Street and Bonneville Avenue (APN: 139-34-311-133), C-1 (Limited Commercial) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

100. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4186 - APPLICANT: BONNIE ADAR-BURLA - OWNER: MABEL I ENRIGHT, ET AL - Request for a Site Development Plan Review and for a Waiver of the Las Vegas Medical District Streetscape Design Guidelines and Landscape Buffer Requirements FOR A PROPOSED 1,469 SQUARE FOOT OFFICE CONVERSION on 0.23 acres at 500 Rose Street (APN: 139-33-301-008), PD (Planned Development) Zone [MD-1 (Medical Support) Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
101. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4196 - APPLICANT: STORAGE ONE - OWNER: W J D, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a reduction of the Required Perimeter Buffering FOR A PROPOSED MINI-WAREHOUSE AND RECREATIONAL VEHICLE STORAGE FACILITY on 2.85 acres adjacent to the west side of Rancho Drive between Lake Mead Boulevard and Coran Lane (APN: 139-19-611-003), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
102. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4298 - APPLICANT: STELLA LAKE PARTNERSHIP, LIMITED LIABILITY COMPANY - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review and Waivers of Landscaping Requirements FOR A PROPOSED OFFICE BUILDING on 5.32 acres adjacent to the southeast corner of Lake Mead Boulevard and Stella Lake Street (a portion of APN: 139-21-313-002), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
103. MAJOR MODIFICATION TO THE LONE MOUNTAIN WEST MASTER PLAN - PUBLIC HEARING - MOD-4178 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Major Modification to the Lone Mountain West Master Plan TO CHANGE THE FUTURE LAND USE DESIGNATION FROM PUBLIC FACILITY TO PARK/SCHOOL/RECREATION/OPEN SPACE on 12.99 acres adjacent to the east side of Puli Drive, approximately 640' north of Cheyenne Avenue (APN: a portion of 137-12-401-001), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
104. REZONING RELATED TO MOD-4178 - PUBLIC HEARING - ZON-4179 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: C-V (Civic) on 22.99 acres adjacent to the northeast corner of the alignments of Cheyenne Avenue and Puli Drive (APN: a portion of 137-12-401-001 and 012), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
105. MAJOR MODIFICATION TO THE LONE MOUNTAIN WEST MASTER PLAN - PUBLIC HEARING - MOD-4236 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Major Modification to the Lone Mountain West Master Plan TO CHANGE THE FUTURE LAND USE DESIGNATION FROM PUBLIC FACILITY TO PARK/SCHOOL/RECREATION/OPEN SPACE on 5.00 acres adjacent to the southeast corner of Alexander Road and Puli Drive (APN: a portion of 137-12-101-008), Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL. NOTE: The APN should reflect that it is the northern portion of 137-12-101-008
106. REZONING RELATED TO MOD-4236 - PUBLIC HEARING - ZON-4234 - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: C-V (Civic) on 5.00 acres adjacent to the southeast corner of the alignments of Gilmore Avenue and Puli Drive (APN: portion of 137-12-101-008), Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL. NOTE: The APN should reflect that it is the southern portion of 137-12-101-008
107. MASTER PLAN OF STREETS AND HIGHWAYS AMENDMENT - PUBLIC HEARING - MSH-4197 - APPLICANT/OWNER: CLIFF'S EDGE, LIMITED LIABILITY COMPANY - Request to Amend the Master Plan of Streets and Highways FOR THE ADDITION OF MAJOR ROADS WITHIN THE CLIFF'S EDGE MASTER PLAN generally located between Grand Teton Drive and Clark County 215, and between Puli Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

108. VACATION - PUBLIC HEARING - VAC-4098 - APPLICANT/OWNER: PULTE HOMES - Petition to Vacate public sewer and drainage easements in Antibes Street, south of Monte Viso Drive, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
109. VACATION - PUBLIC HEARING - VAC-4104 - APPLICANT: EVAN RANES - OWNER: MISSION SPRINGS PROPERTIES, LIMITED LIABILITY COMPANY - Petition to Vacate a twenty-foot (20') wide public alley generally located west of Maryland Parkway and north of Carson Avenue, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
110. VACATION - PUBLIC HEARING - VAC-4158 - APPLICANT/OWNER: PULTE HOMES - Petition to Vacate spandrel portions of Monte Viso Drive west of Rainbow Boulevard, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
111. ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - VAR-3902 - APPLICANT/OWNER: RICHARD AND JILL BURNS - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 25 FOOT FRONT SETBACKS WHERE 30 FEET IS THE MINIMUM SETBACK REQUIRED AND TO ALLOW 25 FOOT REAR SETBACKS WHERE 35 FEET IS THE MINIMUM SETBACK REQUIRED on 9.46 acres on the northwest corner of Maggie Avenue and Coke Street (APN: 125-09-501-002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-1 vote) and staff recommend DENIAL
112. VARIANCE - PUBLIC HEARING - VAR-4193 - APPLICANT: BULLSEYE COMMERCIAL REAL ESTATE - OWNER: FARLEY ANDERSON, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 131 PARKING SPACES WHERE 161 SPACES IS THE MINIMUM REQUIRED FOR A PROPOSED COMMERCIAL DEVELOPMENT ON 2.27 ACRES adjacent to the north side of Lake Mead Boulevard approximately 200 feet West of Torrey Pines Drive (APN: 138-23-201-008), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
113. VARIANCE - PUBLIC HEARING - VAR-4340 - APPLICANT: CATHOLIC CHARITIES OF SOUTHERN NEVADA - OWNER: DECATUR SHOPPING CENTER ASSOCIATES - Request for a Variance TO ALLOW A REDUCTION OF THE AMOUNT IN REQUIRED PARKING at 1401 North Decatur Boulevard, Suite #34 (APN: 138-25-503-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL (NOTE: This item will be stricken from the June 16, 2004 Council meeting and conducted on July 7, 2004 Council meeting to properly indicate the amount of parking spaces being requested which is 267 where 534 is required.)
114. SPECIAL USE PERMIT RELATED TO VAR-4340 - PUBLIC HEARING - SUP-4168 - APPLICANT: CATHOLIC CHARITIES OF SOUTHERN NEVADA - OWNER: DECATUR SHOPPING CENTER ASSOCIATES - Request for a Special Use Permit FOR A PROPOSED THRIFTSHOP, NON-PROFIT at 1401 North Decatur Boulevard, Suite 34 (APN: 138-25-503-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
115. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-4330 - APPLICANT/OWNER: FLOYD ARMSTRONG - Required Two Year Review of an approved Special Use Permit (U-0024-00) WHICH ALLOWED A SECONDHAND DEALER at 1228 South Main Street (APN: 162-03-110-097), C-M (Commercial/Industrial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
116. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4120 - APPLICANT: VAL-U-CASH - OWNER: RAINBOW EXPRESS VILLAGE LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED at 1750 South Rainbow Boulevard, Suite 10 (APN: 163-02-212-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

117. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4137 - APPLICANT: VINCENT YALDO - OWNER: THOMAS E. PATRICK, LIVING TRUST - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE at 4921 Vegas Drive (APN: 138-25-502-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
118. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4140 - APPLICANT: NEVCORP - OWNER: GVIDAS NORTHEDGE PLAZA LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED MASSAGE ESTABLISHMENT AND A WAIVER OF THE MINIMUM SEPARATION DISTANCE REQUIREMENT at 3900 North Rancho Drive, Suite 107 (APN: 138-12-110-012), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
119. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4169 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: MARK P. MILFORD AND LORILYN MILFORD TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1615 North Decatur Boulevard (APN: 138-24-804-013), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
120. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4172 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SHAHRAM AND TAWNIA SHEIKHAN - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 300 South Decatur Boulevard (APN: 138-36-601-004), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
121. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4176 - APPLICANT/OWNER: 2651 CRIMSON CANYON, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED WAREHOUSE/DISTRIBUTION CENTER at 2651 Crimson Canyon Drive (APN: 138-15-310-013), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-4176 - PUBLIC HEARING - SDR-4174 - APPLICANT/OWNER: 2651 CRIMSON CANYON, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED WAREHOUSE/DISTRIBUTION CENTER, A WAIVER OF COMMERCIAL DEVELOPMENT STANDARDS, AND A REDUCTION IN THE AMOUNT OF REQUIRED PARKING LOT LANDSCAPING on 2.91 acres at 2651 Crimson Canyon Drive (APN: 138-15-310-013), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
123. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4180 - APPLICANT/OWNER: REVIVAL TEMPLE CHURCH - Request for a Special Use Permit FOR A PROPOSED CHILD CARE CENTER IN AN EXISTING BUILDING at 1603 North Tonopah Drive (APN: 139-20-802-009), U (Undeveloped) Zone [M (Medium-Low Density Residential) General Plan Designation], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
124. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4189 - APPLICANT: BUDGET RENT-A-CAR - OWNER: HUALAPAI COMMONS LIMITED, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED AUTOMOBILE RENTAL FACILITY at 9851 West Charleston Boulevard (APN: 163-06-111-008), C-1 (Limited Commercial) Zone, Ward 2 (Vacant). The Planning Commission (7-0 vote) and staff recommend APPROVAL
125. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4195 - OWNER/APPLICANT: M G B, LIMITED LIABILITY COMPANY - Request for a Special Use Permit and a Reduction in the amount of required perimeter landscaping FOR AN EXISTING AUTO REPAIR GARAGE, MINOR at 2027 North Decatur Boulevard (APN: 138-24-611-062), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

126. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4201 - APPLICANT: ROMAN SANTOS - OWNER: BLALOCK FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED BAILBOND SERVICE at 20 East Bonneville Avenue (APN: 139-34-311-017), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
127. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4203 - APPLICANT: LVRC HOLDINGS, LIMITED LIABILITY COMPANY - OWNER: FOUNTAIN DP, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED CONVALESCENT CARE FACILITY NURSING HOME at 3371 North Buffalo Drive (APN: 138-09-801-021), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
128. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4233 - APPLICANT: JERRY L. McNEIL - OWNER: LONNIE WALSTON - Request for a Special Use Permit FOR A PROPOSED BAIL BOND SERVICE at 1100 Martin L. King Boulevard, Suite #E (APN: 139-28-604-003), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
129. REZONING - PUBLIC HEARING - ZON-3884 - APPLICANT: KERRY O'BANNON TRUSTEE - OWNER: M M & K TRUST - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) AND FOR A WAIVER TO ALLOW A 50 FOOT WIDE LOT WHERE 60 FEET IS THE MINIMUM WIDTH REQUIRED on 0.16 acres at 626 South 10th Street (APN: 139-34-810-098), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
130. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-3884 - PUBLIC HEARING - SDR-3885 - APPLICANT: KERRY O'BANNON TRUSTEE - OWNER: M M & K TRUST - Request for a Site Development Plan Review TO ADD 1,100 SQUARE FEET IN ADDITION TO CONVERTING AN EXISTING SINGLE FAMILY RESIDENCE INTO AN OFFICE AND WAIVERS OF COMMERCIAL LANDSCAPE REQUIREMENTS on 0.16 acres at 626 South 10th Street (APN: 139-34-810-098), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
131. REZONING - PUBLIC HEARING - ZON-4226 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Rezoning FROM: U (Undeveloped) [L (Low Density Residential) General Plan Designation] TO: R-PD5 (Residential Planned Development - 5 Units per Acre) on 15.18 acres adjacent to the northwest corner of Deer Springs Way and Tee Pee Lane (APN: 125-19-601-004, 009 thru 012), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
132. VARIANCE RELATED TO ZON-4226 - PUBLIC HEARING - VAR-4223 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Variance TO ALLOW 0.33 ACRES OF OPEN SPACE WHERE 1.35 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 82-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 15.18 acres adjacent to the northwest corner of Deer Springs Way and Tee Pee Lane (APN: 125-19-601-004, 009 thru 012), U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] [PROPOSED: R-PD5 (Residential Planned Development - 5 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
133. WAIVER TO TITLE 18 RELATED TO ZON-4226 AND VAR-4223 - PUBLIC HEARING - WVR-4224 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 140 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED IN CONJUNCTION WITH A PROPOSED 82-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT adjacent to the northwest corner of Deer Springs Way and Tee Pee Lane (APN: 125-19-601-004, 009 thru 012) U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] [PROPOSED: R-PD5 (Residential Planned Development - 5 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

134. VACATION RELATED TO ZON-4226, VAR-4223 AND WVR-4224 - PUBLIC HEARING - VAC-4221 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Petition to Vacate U.S. Government Patent Easements generally located west of Tee Pee Lane, north of Deer Springs Way, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
135. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4226, VAR-4223, WVR-4224 AND VAC-4221 - PUBLIC HEARING - SDR-4227 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED 82-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 15.18 acres adjacent to the northwest corner of Deer Springs Way and Tee Pee Lane (APN: 125-19-601-004, 009 thru 012), U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] [PROPOSED: R-PD5 (Residential Planned Development - 5 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
136. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3977 - APPLICANT: DR. JAS GROVER - OWNERS: HELEN GOULETTE, ET AL - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: DR (Desert Rural Density Residential) TO: O (Office) on 1.38 acres adjacent to the northeast corner of Rancho Drive and Oakley Drive (APN: 162-04-210-101 thru 103), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
137. ABEYANCE ITEM - REZONING RELATED TO GPA-3977 - PUBLIC HEARING - ZON-3981 - APPLICANT: DR. JAS GROVER - OWNERS: HELEN GOULETTE, ET AL - Request for a Rezoning FROM: R-E (Residence Estates) TO: P-R (Professional Office and Parking) on 1.38 acres located adjacent to the northeast corner of Rancho Drive and Oakley Drive (APN: 162-04-210-101 thru 103), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
138. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3977 AND ZON-3981 - PUBLIC HEARING - SDR-3982 - APPLICANT: DR. JAS GROVER - OWNERS: HELEN GOULETTE, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 11,200 SQUARE-FOOT MEDICAL OFFICE on 1.38 acres adjacent to the northeast corner of Rancho Drive and Oakley Drive (APN: 162-04-210-101 thru 103), R-E (Residence Estates) Zone, [Proposed: P-R (Professional Office and Parking) Zone], Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
139. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4079 - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: KHUSROW ROOHANI TRUST, MICHAEL AND MICHELLE BARNEY, DURANGO ELKHORN LIMITED LIABILITY COMPANY, WAYNE AND JOANNE SCHLEKEWY, SPARTAN PROPERTIES LIMITED LIABILITY COMPANY, AND MICHAEL AND CAROL BUBONOVICH - Request to amend the Town Center Land Use Plan of the Centennial Hills Sector Plan FROM: ML-TC (MEDIUM LOW DENSITY RESIDENTIAL - TOWN CENTER) AND UC-TC (URBAN CENTER MIXED USE - TOWN CENTER) TO: M-TC (MEDIUM DENSITY RESIDENTIAL - TOWN CENTER) on 15.19 acres between Elkhorn Road and Dorrell Lane, approximately 330 feet west of Durango Drive (APN: 125-20-101-007, 015 and 016), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
140. ZONING RELATED TO GPA-4079 - PUBLIC HEARING - ZON-4084 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: KHUSROW ROOHANI TRUST - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: TC (TOWN CENTER) on 10.00 acres adjacent to the north side of Dorrell Lane, approximately 330 feet west of Durango Drive (APN: 125-20-101-015 and 016), Ward 6 (Mack). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

141. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4079 AND ZON-4084 - PUBLIC HEARING - SDR-4088 - APPLICANT: RICHMOND AMERICAN HOMES - OWNERS: KHUSROW ROOHANI TRUST, MICHAEL AND MICHELLE BARNEY, DURANGO ELKHORN LIMITED LIABILITY COMPANY, WAYNE AND JOANNE SCHLEKEWY, SPARTAN PROPERTIES LIMITED LIABILITY COMPANY, AND MICHAEL AND CAROL BUBONOVICH - Request for a Site Development Plan Review FOR A 209-LOT SINGLE RESIDENTIAL FAMILY DEVELOPMENT on 15.19 acres between Elkhorn Road and Dorrell Lane, approximately 330 feet west of Durango Drive (APN: 125-20-101-007, 015 and 016), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
142. 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