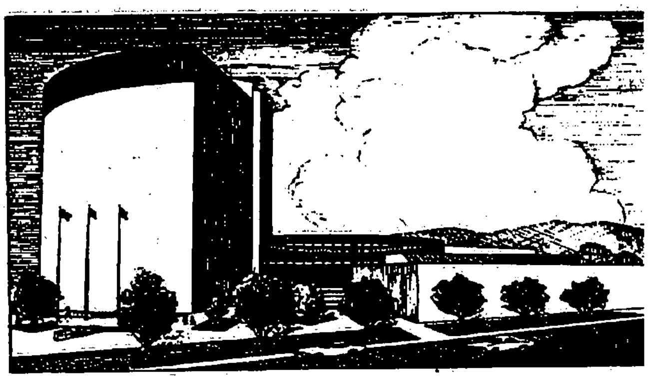

MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL
Meeting of

JULY 21, 2004

INVOCATION
PLEDGE OF ALLEGIANCE

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN (Excused from AM session until 9:14 AM)	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN MICHAEL MACK	☒	☐	☐
COUNCILWOMAN JANET MONCRIEF	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)	☒	☐	☐
TOM GREEN, DEPUTY CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: October 6, 2004
ATTEST:

CITY CLERK

MAYOR

THIS MEETING CONTAINS SOME PAGE(S) THAT ARE ILLEGIBLE/POOR QUALITY

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 **15th** day of **July, 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 **21st day of July, 2004,** was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

16th day of JULY, 2004

NOTARY PUBLIC in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
JO A. WILLIAMS
My Appointment Expires
January 12, 2006
No. 98-0389-1

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 **15th** day of **July, 2004** at the hour of **4:00 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 **21st day of July, 2004,** at **9:00 A.M.,** Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
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

16th day of July, 2004

Notary Public-State Of Nevada
COUNTY OF CLARK
JO A. WILLIAMS
My Appointment Expires
January 12, 2006
No. 98-0389-1

NOTARY PUBLIC in and for said County and State

City of Las Vegas

CITY COUNCIL AGENDA

JULY 21, 2004
TABLE OF CONTENTS

City of Las Vegas

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), LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1), STEVE WOLFSON (Ward 2),

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.

JULY 21, 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 GARD JAMESON
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF STAR NURSERY
- RECOGNITION OF REHABILITATION PROJECT VOLUNTEERS
- RECOGNITION OF THE LANCE ARMSTRONG CANCER AWARENESS PROGRAM IN CONJUNCTION WITH NIKE TOWN
- RECOGNITION OF NEVADA LEAGUE OF CITIES YOUTH AWARD RECIPIENTS
- RECOGNITION OF PUBLIC WORKS DEPARTMENT AWARDS

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 Meeting of May 19, 2004 and Special City Council Meetings of February 25, 2004, April 28, 2004 and May 11, 2004 and the Special Joint City Council and Redevelopment Agency Meeting of May 18, 2004

CONSENT AGENDA

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

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

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

4. Approval of a report by the City Treasurer of the June 29, 2004 sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and multiple other districts - Wards 3 and 6 (Reese and Mack)

5. Approval of a Special Event License for Northshore Entertainment Group, LLC, Location: Steiner's A Nevada Style Pub, 8410 West Cheyenne Avenue, Parking Lot, Date: July 22, 2004, Type: Special Event Beer/Wine, Event: KOMP 92.3 Mini-Kegger, Responsible Person in Charge: Roger Sachs - Ward 4 (Brown)

6. Approval of a Special Event License for Maria Quiroz, Location: East Las Vegas Community Senior Center, 250 North Eastern Avenue, Date: December 11, 2004, Type: Special Event Beer/Wine/Cooler, Event: Sweet Fifteen Party, Responsible Person in Charge: Hector Lopez - Ward 3 (Reese)

7. Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Props Mongolian Grill, LLC, dba Props Mongolian Grill, LLC, 6750 West Sahara Avenue, Nicholas S. Kalair, Mmbr, 100% - Ward 1 (Moncrief)

8. Approval of Rescission of the May 19, 2004 City Council Temporary Approval of Change of Ownership and Business Name for a Package License, From: Mario's Northtown Market, Incorporated, dba Mario's Westside Market, Samuel G. Johnson, Jr. Dir, Pres and Carol A. Johnson, Dir, Secy, Treas, 100% jointly as husband and wife, To: Mario's Westside Market, LLC, dba Mario's Westside Market, LLC, 1960 North Martin L. King Boulevard, Maruilio Berlanga, Jr., Mmbr, 50%, William R. O'Connor, Mmbr, 50% - Ward 5 (Weekly)

9. Approval of Change of Business Name for a Tavern License, Artisan Cafe, LLC, dba From: Artisan Cafe, LLC, To: Aruba Hotel Lounge, 1215 Las Vegas Boulevard South, Audrey N. DaSilva, Mgr, Mmbr, 100%, Douglas B. DaSilva, Principal - Ward 3 (Reese)

10. Approval of Change of Ownership for a Hypnotist License, From: Life Designs, LLC, 948659 Alberta Ltd., Mmbr, 100%, Christina M. McIntyre, Dir, Pres, To: Lifehead, LLC, dba Positive Changes Hypnosis Centers, 4750 West Sahara Avenue, Suite 34, Maria L. Blanding, Mgr, 100% - Ward 1 (Moncrief)

11. Approval of a new Locksmith License, Kevin N. Fishberg, dba Anytime Lock & Key, 8340 Carmen Boulevard, Kevin N. Fishberg, 100% - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

12. Approval of Change of Location for a Martial Arts Instruction Business License, Chinese Kickboxing International USA, LLC, dba Chinese Kickboxing International USA, LLC, From: 4241 West Charleston Boulevard, Suite E, To: 4331 West Charleston Boulevard, William E. Garness, 100% - Ward 1 (Moncrief)

13. Preapproval of award of Bid Number 04.1730.19-LED, Alexander/Hualapai Road Improvements Cimarron to Cheyenne to the lowest responsive and responsible or best bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works ($15,000,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

14. Approval of award of Bid No. 04.1730.15-CW, Durango Drive, Westcliff to Vegas Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: FREHNER CONSTRUCTION COMPANY, INC. ($14,280,493.30 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Wolfson and Brown)

15. Approval of rejection of bid and award of Bid No. 04.53541.31-CW, Contract 31, Security and Landscaping Improvements - Water Pollution Control Facility (WPCF), 6005 East Vegas Valley Drive and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CAPRIATI CORPORATION ($2,495,000 - Sanitation Enterprise Fund) - County

16. Approval of award of Bid Number 04.1730.09-CW, PM-10/CMAQ Roadway Improvements, Phase 2B and approve the construction and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: SOUTHWEST IRON, INC. ($1,883,083.56 - Motor Vehicle Fuel Taxes, Regional Transportation Commission, CMAQ, Sanitary Sewer Fund) - Wards 1, 3, 5 and 6 (Moncrief, Reese, Weekly and Mack)

17. Approval of authorization to use State of Nevada WSCA Master Price Agreement 12-00115 for Wireless Communication Services and Equipment – Department of Information Technologies – Awarded to: NEXTEL WEST CORP. ($550,000 – General Fund and Communications Internal Service Fund)

18. Approval of award of Bid No. 04.1730.02-LED, Intersection Improvements, Charleston Blvd. at Shadow Lane and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. ($518,052 - Traffic Improvements Capital Projects Fund) - Wards 1 and 5 (Moncrief and Weekly)

19. Approval of an annual requirements ordering agreement for Detroit Diesel Engine, Allison Transmission and Donaldson Filter OEM Parts and Service - Departments of Field Operations and Fire and Rescue - Award recommended to: WW WILLIAMS CO. (Estimated annual amount of $100,000 - Automotive Operations Internal Service Fund and General Fund)

20. Approval of issuance of a purchase order for the purchase of 800 megahertz radios and equipment - Department of Fire and Rescue - Award recommended to: MOTOROLA, INC. ($40,000 - Multi-Purpose Special Revenue Fund)

21. Approval of award of Bid No. 04.1730.21-LED, Sahara Avenue and Teddy Drive Sign Relocations and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: YOUNG ELECTRIC SIGN COMPANY ($37,058.30 - Traffic Improvements Capital Projects Fund) - Ward 1 (Moncrief)

FIRE AND RESCUE DEPARTMENT - CONSENT

22. Approval authorizing the acceptance of a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY04 U.S. Office of Domestic Preparedness Citizen Corps Program - All Wards

23. Approval authorizing the acceptance of a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY04 U.S. Office of Domestic Preparedness Law Enforcement Terrorism Prevention Program - All Wards

FIRE AND RESCUE DEPARTMENT - CONSENT

24. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with Mercy Air, Inc. for the transfer of interoperable radio equipment for public safety communications - All Wards

25. Approval authorizing the acceptance of a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY04 U.S. Office of Domestic Preparedness State Homeland Security Program - All Wards

26. Approval of a Designated Services Agreement between the City of Las Vegas and LVE, LLC, to perform special inspection services for the construction of Fire Station #8 located at Mojave Road and Harris Avenue ($82,000 - Capital Projects Fire & Rescue) - Ward 3 (Reese)

HUMAN RESOURCES DEPARTMENT - CONSENT

27. Approval of Excess Workers' Compensation Insurance Coverage for FY2004-2005 ($499,753 - Workers' Compensation Self-insured Trust)

LEISURE SERVICES DEPARTMENT - CONSENT

28. Approval of grant award in the amount of $10,000 from the State Bar of Nevada to the Senior Citizens Law Project for developing Public Service/Law Related Activities ($10,000 - Special Revenue Fund) - All Wards

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

29. Approval of a Deferred Loan Agreement expending $55,000 of HOME Investment Partnership Program (HOME) funds for housing rehabilitation activities at 4005 Via Vaquero Avenue - Ward 1 (Moncrief)

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

30. Approval of the formal naming of Lone Mountain Trail and Bonanza Trail - Wards 1, 2, 4 and 5 (Moncrief, Wolfson, Brown and Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

31. Approval of Fifth Supplemental Interlocal Contract #295e - Durango/El Capitan, Lone Mountain Road to US-95 between the City of Las Vegas, Clark County and the Regional Transportation Commission to increase total project funding ($1,400,000 - Regional Transportation Commission) - Ward 6 (Mack)

32. Approval to file a Right-of-Way Grant with the Bureau of Land Management for sanitary sewer purposes on portions of land lying within the Northwest Quarter of Section 1, the North Half and the South Half of Sections 2 and 3 and the Northeast Quarter of Section 4, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north side of the Log Cabin Way alignment between the Jones Boulevard alignment and the Durango Drive alignment and on the west side of the Jones Boulevard alignment between the Log Cabin Way alignment and the Iron Mountain Road alignment, APNs 125-01-001-001, 125-02-001-001, 125-02-002-001, 125-03-001-001, 125-03-002-002 and 125-04-001-004 – County

33. Approval of two Dedication documents to Clark County for portions of the Southwest Quarter of Section 10, Township 21 South, Range 62 East, Mount Diablo Meridian, for public street purposes located at the Water Pollution Control Facility on the south side of Vegas Valley Drive, east of Stephanie Street and an access easement located on the north side of Desert Inn Road, east of Stephanie Street, APN 161-10-401-004 – County

PUBLIC WORKS DEPARTMENT - CONSENT

34. Approval of a Dedication from the City of Las Vegas for portions of the South Half of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, for a drainage easement located at the Animal Foundation Regional Campus on Mojave Road, south of Harris Avenue, APNs 139-25-405-008 and 139-25-801-004 – Ward 3 (Reese)

35. Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of Richmond American Homes Nevada, owner (Alexander Road west of Vegas Vista Trail) - Ward 4 (Brown)

36. Approval of an Encroachment Request from Day Star Ventures, LLC, owner (southeast corner of Fort Apache Road and Alexander Road) - Ward 4 (Brown)

37. Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of Richmond American Homes Nevada, owner (area bound by Grand Montecito Parkway, Deer Springs Way, Riley Street and Rome Boulevard) - Ward 6 (Mack)

38. Approval of an Encroachment Request from Jacobs Facilities on behalf of Clark County, Nevada, owner (Lewis Avenue at Third Street) - Ward 1 (Moncrief)

39. Approval of funding for relocation of Southwest Gas Corporation facilities located adjacent to the Water Pollution Control Facility on Vegas Valley Drive ($55,000 - Sanitation Fund) – County

40. Approval of a Request to Install Speed Humps on Whispering Sands Drive between Jones Boulevard and Bradley Road ($13,000 - Neighborhood Traffic Management Program) - Ward 6 (Mack)

41. Approval of the Installation of Speed Humps on Walnut Avenue between 21st Street and Eastern Avenue ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

42. R-121-2004 - Approval of a Resolution directing the City Treasurer to prepare the Eightieth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

43. R-122-2004 - Approval of a Resolution approving the Eightieth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

44. R-123-2004 - Approval of a Resolution directing the City Treasurer to prepare the Sixty-Third Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

45. R-124-2004 - Approval of a Resolution approving the Sixty-Third Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

46. R-125-2004 - Approval of a Resolution directing the City Treasurer to prepare the Sixty-Fourth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

47. R-126-2004 - Approval of a Resolution approving the Sixty-Fourth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

48. R-127-2004 - Approval of a Resolution directing the City Treasurer to prepare the Thirteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

49. R-128-2004 - Approval of a Resolution approving the Thirteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

RESOLUTIONS - CONSENT

50. R-129-2004 - Approval of a Resolution directing the City Treasurer to prepare the Fourteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

51. R-130-2004 - Approval of a Resolution approving the Fourteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

52. R-131-2004 - Approval of a Resolution designating an area for evaluation as the first step in amending the Redevelopment Plan - Wards 1, 3 and 5 (Moncrief, Reese and Weekly)

REAL ESTATE COMMITTEE – CONSENT

53. Approval of a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center ($60,500.04 revenue/12 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

54. Approval of Angel Park Golf, LLC, to become the current holder and "Party" of the Management Agreement for the Angel Park Golf Course - Ward 2 (Wolfson)

55. Approval to extend the temporary Operational and Services Provider Agreement to January 19, 2005, between O.B. Sports Golf Management, LLC, and Las Vegas Golf I, LLC, at Angel Park Golf Course for management and oversight duties - Ward 2 (Wolfson)

56. Approval of the occupancy of Las Vegas FACT (Fighting Aids in the Community Today) as a tenant within the Enterprise Health Care and Dental Center located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)

57. Approval of a Grant of Easement between the City of Las Vegas and Nevada Power Company for a power transformer site located west of the Water Pollution Control Facility, APN 161-10-701-001 - County (near Ward 3 - Reese)

58. Approval of an Easement and Rights-of-Way between the City of Las Vegas and Clark County for a multi-purpose trail located near the Las Vegas Wash, APN 161-15-702-001 - County (near Ward 3 - Reese)

59. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 125-12-301-002 to service the Horse and Bradley Park Site - Ward 6 (Mack)

60. Approval of a Grant, Bargain, Sale Deed from the City of Las Vegas to the County of Clark for approximately 32,033 square feet of land located in the vicinity of Desert Inn Road and Hollywood Boulevard, APN 161-15-702-001 - County (near Ward 3 - Reese)

61. Approval of entering into negotiations with multiple cellular companies for Land Lease Agreements for cellular towers to be located at Pavilion Park and Mountain Ridge Park - Wards 2 and 6 (Wolfson and Mack)

62. Approval of a Land Lease Agreement between the City of Las Vegas and Pacific Wireless, LLC, d/b/a Cingular Wireless for a wireless communications system located on approximately 300 square feet of property at 2801 West Oakey Boulevard commonly known as Bob Baskin Park ($515,784 revenue for duration of contract - Park Enterprise Fund) - Ward 1 (Moncrief)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

63. Discussion and possible action regarding the status of the Memorandum of Understanding between Sher Development, LLC, and the City of Las Vegas for the development of a zoo at Floyd Lamb State Park - Ward 6 (Mack)

64. Report on the status of the 61-acre (Union Park) design and development - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

65. Discussion and possible action on Appeal of Work Card Denial: Doreen Kathleen Allan-Murphy, 3020 Roseville Way, Las Vegas, Nevada 89102

66. Discussion and possible action on Appeal of Work Card Denial: Carlos Catania, 2108 Calville #104, Las Vegas, Nevada 89129

67. Discussion and possible action regarding the City Attorney's subgrant from the Violence Against Women Act (VAWA) in the amount of $55,000 (Grant Special Revenue Fund) with $18,333 in-kind City match coming from General Fund for a total of $73,333

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

68. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: OB Sports F/B Management, LLC, Philip J. Green, Mgr, Mmbr, 50%, Jamie K. Cook, Mgr, Mmbr, 50%, Jeffrey S. Robin, Key Employee, To: Angel Park Golf, LLC, dba Angel Park Golf Club, 100 South Rampart Boulevard, David M. Bogue, Mgr, Las Vegas Golf I, LLC, Mmbr, 100%, David M. Bogue, Mgr, Pacific Life Insurance Company, Mmbr, 100%, OB Sports Golf Management (AP), LLC, Key Employee, Philip J. Green, Mgr, Mmbr, 17.5%, Jamie K. Cook, Mgr, Mmbr, 15%, Orrin D. Vincent, Jr., Mmbr, 60%, Jeffrey S. Robin, Key Employee - Ward 2 (Wolfson)

69. Discussion and possible action regarding Change of Ownership and Business Name for a Package License subject to the provisions of the fire codes and Health Dept. regulations, From: H & H Discount Liquor dba H & H Discount Liquor, Falah E. Hamika, Ptnr, 50%, Maher Alsafar, Ptnr, 50%, To: S & S, Inc., dba H & H Discount Liquors, 1916 North Decatur Boulevard, Najah A. Sitto, Dir, Pres, Treas, 50%, Nabil H. Somo, Dir, Secy, 50% - Ward 5 (Weekly)

70. Discussion and possible action regarding a Six Month Review of a Hypnotist License, Alameda Ventures, LLC, dba Hypnoadvantage, LLC, 5111 Telegraph Avenue, #272, Oakland, California, Carol M. Adams, Mmbr, 88% - California

71. Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Locksmith License, From: National Safe & Vault, Inc., dba Clark County Safe & Lock, 6818 West Cheyenne Avenue, Sheila L. Rossman, Pres, Treas, 50%, George P. Rossman, Secy, 50%, To: Clark County Safe & Lock, LLC, dba Clark County Safe & Lock, LLC, 10417 Morning Drop Avenue, Michael N. Rossman, Mgr, 100% - Ward 4 (Brown)

72. Discussion and possible action regarding a new Massage Establishment License subject to the provisions of the planning codes, Nevcorp Consultants, Inc., dba MANYI, 3900 North Rancho Drive, Suite 107, Thomas E. Wilson, Pres, Secy, Treas, 100% - Ward 6 (Mack)

RESOLUTIONS - DISCUSSION

73. R-132-2004 – Discussion and possible action regarding a Resolution Supporting the Public Safety Advisory Question to Be Placed by the Board of County Commissioners of Clark County, Nevada on the Ballot at the General Election to Be Held on November 2, 2004

RESOLUTIONS - DISCUSSION

74. R-133-2004 - Public hearing and possible action on a resolution authorizing the issuance of a medium term obligation, not to exceed $20,000,000, for the purpose of acquiring, improving and equipping a recreational project (Centennial Hills Park) for the City and the forwarding of materials to the State Department of Taxation - Ward 6 (Mack)

BOARDS & COMMISSIONS - DISCUSSION

75. ABEYANCE ITEM - CHILD CARE LICENSING BOARD – Steven J. Greco, Term Expiration 6-2005 (Resigned)

76. CITIZENS PRIORITY ADVISORY COMMITTEE (CPAC) – John Medina, Term Expiration 6-2007 (Resigned)

77. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

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.

79. Bill No. 2004-47 – Annexation No. ANX-4245 – Property location: On the south side of Grand Teton Drive, 660 feet east of Puli Drive; Petitioned by: Southwest Desert Equities, LLC; Acreage: 5.20 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack

80. Bill No. 2004-48 – Annexation No. ANX-4428 – Property location: On the north side of Log Cabin Way between Durango Drive and El Capitan Way; Petitioned by: William Miller, et al; Acreage: 5.79 acres; Zoned: R-A (County zoning), R-E and R-PD2 (City equivalents). Sponsored by: Councilman Michael Mack

81. Bill No. 2004-49 – Annexation No. ANX-4451 – Property location: On the southeast corner of Hualapai Way and Dorrell Lane; Petitioned by: Hualapai Nevada, LLC; Acreage: 5.39 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack

82. Bill No. 2004-50 – Establishes standards and procedures, in accordance with State law, to ensure that adequate infrastructure and public facilities are available to serve the eventual development of undeveloped areas. Proposed by: Douglas Selby, City Manager

83. Bill No. Z-2004-3 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (nonresidential). Proposed by: Robert S. Genzer, Director of Planning and Development

84. Bill No. Z-2004-4 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (residential). Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

85. 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

86. Public hearing on local improvement district regarding: Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) ($78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

87. ABEYANCE ITEM - Review the appeal from the Notice and Order to Abate Dangerous Building/Demolition filed by Mattie Wormwood regarding the property at 412 Jefferson Avenue. PROPERTY OWNER: MATTIE WORMWOOD - Ward 5 (Weekly)

88. ABEYANCE ITEM - Review the appeal from the Zoning Violations/Nuisance Notice and Order to Comply filed by Brian J. Pinegar regarding the property at 6012 Iron Kettle Street. PROPERTY OWNERS: BRIAN J. & JANECE PINEGAR FAM TR - Ward 6 (Mack)

89. ABEYANCE ITEM - Review the appeal to the Ten Day Notice and Order to Abate Dangerous Building/Demolition filed by Marion D. Bennett regarding the property located at 709 Jackson Avenue. PROPERTY OWNER: MARION D. BENNETT - 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.

90. EXTENSION OF TIME - REZONING - EOT-4589 - APPLICANT/OWNER: RSC HOLDINGS, LIMITED LIABILITY COMPANY - Request for an Extension of Time for an approved Rezoning (Z-0024-02) FROM: U (Undeveloped) [DR (Desert Rural) General Plan Designation] TO: R-PD2 (Residential Planned Development - 2 Units per Acre) on 5.00 acres adjacent to the northwest corner of Hickam Avenue and Pioneer Way (APN: 138-03-305-006), Ward 4 (Brown). Staff recommends APPROVAL

91. EXTENSION OF TIME RELATED TO EOT-4589 - SITE DEVELOPMENT PLAN REVIEW - EOT-4591 - APPLICANT/OWNER: RSC HOLDINGS, LIMITED LIABILITY COMPANY - Request for an Extension of Time for an approved Site Development Plan Review [Z-0024-02(1)] FOR A 10-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 5.00 acres adjacent to the northwest corner of Hickam Avenue and Pioneer Way (APN: 138-03-305-006), U (Undeveloped) Zone [DR (Desert Rural) General Plan Designation] under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units per Acre], Ward 4 (Brown). Staff recommends APPROVAL

92. EXTENSION OF TIME - REZONING - EOT-4650 - APPLICANT/OWNER: WEST GOWAN, LIMITED LIABILITY COMPANY - Request for a second Extension of Time for an approved Rezoning (Z-0058-00) FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: PD (Planned Development) on 4.1 acres adjacent to the south side of Gowan Road, approximately 660 feet east of Novat Street (APN: 137-12-301-007), Ward 4 (Brown). Staff recommends APPROVAL

93. REQUIRED SIX MONTH REVIEW - REVIEW OF CONDITION - PUBLIC HEARING - RQR-4585 - APPLICANT: SPEEDEE MART - OWNER: MVR CORPORATION - Request for a Required Six-Month Review of an approved Review of Condition (ROC-3313) TO ALLOW THE SALE OF INDIVIDUAL CONTAINERS OF BEER, WINE, OR SCREW CAP WINE LARGER THAN 16 OUNCES IN SIZE for an approved Special Use Permit (U-146-99) which ALLOWED A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) at 1602 West Oakey Boulevard (APN: 162-04-602-008 and 009), M (Industrial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL

94. REVIEW OF CONDITION - PUBLIC HEARING - ROC-4500 - APPLICANT/OWNER: BHP INVESTORS, LIMITED LIABILITY COMPANY - Request for a Review of Condition Number 4 requiring 24" box trees along the property lines adjacent to single-family residences of an approved Site Development Plan Review [Z-0096-00(1)] FOR A 300 UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 15.31 acres located adjacent to the northwest corner of Rancho Drive and Coran Lane (portion of APN: 139-19-113-001, 139-19-601-004 and 139-19-611-004), C-2 (General Commercial) Zone under Resolution of Intent to R-3 (Medium Density Residential), Ward 5 (Weekly). Staff recommends DENIAL

95. REVIEW OF CONDITION - PUBLIC HEARING - ROC-4662 - APPLICANT: THE KEITH COMPANIES - OWNERS: RANCHO POINT, LIMITED LIABILITY COMPANY AND HELEN SLAVIN - Request for a Review of Condition Numbers 15 and 16 requiring construction of half-street improvements on Rancho Drive and Alexander Road and provide new public street improvements of an approved Site Development Plan Review (SDR-3452) FOR A 23,000 SQUARE FOOT COMMERCIAL DEVELOPMENT on 2.55 acres adjacent to the east side of Rancho Drive, approximately 300 feet south of Alexander Road (APN: 138-12-110-011 and a portion of 138-12-102-001), C-2 (General Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL

96. REVIEW OF CONDITION - PUBLIC HEARING - ROC-4666 - APPLICANT: CITY OF LAS VEGAS - Request for a Review of Condition No. 1 correcting language as to the portion of the site to be designated C-1 of an approved Rezoning (ZON-1364) of 3.67 acres located on the southwest corner of Rancho Drive and Red Coach Avenue (APN 138-02-202-011), C-2 (General Commercial) and C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends APPROVAL

97. VACATION - PUBLIC HEARING - VAC-4457 - APPLICANT: WESTMARK HOMES - OWNER: LARRY AND MARY S. KEEVER - Request for a Petition to vacate a Public Drainage Easement at 9525 Canyon Mesa Drive, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL

98. VACATION - PUBLIC HEARING - VAC-4460 - APPLICANT: WESTMARK HOMES - OWNER: ALEXANDER AND PAULA SPARKUHL - Request for a Petition to vacate a Public Drainage Easement at 9333 Canyon Mesa Drive, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL

99. VACATION - PUBLIC HEARING - VAC-4463 - APPLICANT: WESTMARK HOMES - OWNER: MARTIN AND SIV ADAMS - Request for a Petition to vacate a Public Drainage Easement at 9421 Canyon Mesa Drive, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL

100. VACATION - PUBLIC HEARING - VAC-4472 - APPLICANT: WARMINGTON HOMES NEVADA - OWNER: WARMINGTON MOUNTAIN VIEW ASSOCIATION - Request for a Petition to vacate the south 10 feet of an existing BLM Grant of Easement generally located south of Alexander Road, east of Vegas Vista Trail, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL

101. VARIANCE - PUBLIC HEARING - VAR-4397 - APPLICANT: SUNRISE ADULT DAY CARE, INC. - OWNER: KINDER CARE LEARNING CENTER, INC. - Request for a Variance TO ALLOW 10 PARKING SPACES WHERE 19 SPACES IS THE MINIMUM REQUIRED on 0.54 acres at 4944 Vegas Drive (APN: 138-24-803-022), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

102. SPECIAL USE PERMIT RELATED TO VAR-4397 - PUBLIC HEARING - SUP-4382 - APPLICANT: SUNRISE ADULT DAY CARE, INC. - OWNER: KINDER CARE LEARNING CENTER, INC. - Request for a Special Use Permit FOR A PROPOSED SOCIAL SERVICE PROVIDER IN AN EXISTING BUILDING located at 4944 Vegas Drive (APN: 138-24-803-022), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

103.VARIANCE - PUBLIC HEARING - VAR-4456 - APPLICANT/OWNER: KRASSIMIR TEOFILOV AND DARINA STANEVA - Request for a Variance TO ALLOW A ZERO SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED AND FOR A WAIVER OF THE REQUIRED LANDSCAPING on 0.14 acres at 3020 Contract Avenue (APN: 139-36-812-008), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

104.SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-4456 - PUBLIC HEARING - SDR-4458 - APPLICANT/OWNER: KRASSIMIR TEOFILOV AND DARINA STANEVA - Request for a Site Development Plan Review FOR A PROPOSED 3,000 SQUARE FOOT BUILDING FOR MINOR AUTO REPAIR GARAGE on 0.14 acres at 3020 Contract Avenue (APN: 139-36-812-008), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

105.VARIANCE - PUBLIC HEARING - VAR-4467 - APPLICANT/OWNER: RICHARD SHEHANE - Request for a Variance TO ALLOW AN EXISTING 3,600 SQUARE FOOT ACCESSORY STRUCTURE TO EXCEED THE SQUARE FOOTAGE OF THE 2,400 SQUARE FOOT MAIN DWELLING at 6225 Fisher Avenue (APN: 125-35-605-001), R-E (Residence Estates) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

106.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3152 - REAGAN NATIONAL ADVERTISING ON BEHALF OF NORIKO TAKADA OBA QUALIFIED TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 5300 West Sahara Avenue (APN: 163-01-804-006), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL

107.ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - Appeal filed by LAS Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

108.ABEYANCE ITEM - 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

109.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4423 - APPLICANT: NEVADA POWER COMPANY - OWNER: BUREAU OF LAND MANAGEMENT - Request for a Special Use Permit FOR AN ELECTRIC SUB-STATION approximately 270 feet north of Elkhorn Road and 200 feet east of Fort Apache Road (a portion of APN: 125-17-401-007 and 008), T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

110.VARIANCE RELATED TO SUP-4423 - PUBLIC HEARING - VAR-4424 - APPLICANT: NEVADA POWER COMPANY - OWNER: BUREAU OF LAND MANAGEMENT - Request for a Variance TO ALLOW A 16 FOOT TALL BLOCK WALL WHERE EIGHT FEET IS ALLOWED FOR A PROPOSED ELECTRIC SUB-STATION, approximately 270 feet north of Elkhorn Road and 200 feet east of Fort Apache Road (a portion of APN: 125-17-401-007 and 008), T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

111.SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-4423 AND VAR-4424 - PUBLIC HEARING - SDR-4422 - APPLICANT: NEVADA POWER COMPANY - OWNER: BUREAU OF LAND MANAGEMENT - Request for a Site Development Plan Review FOR AN ELECTRIC SUB-STATION on 3.4 acres approximately 270 feet north of Elkhorn Road and 200 feet east of Fort Apache Road (a portion of APN: 125-17-401-007 and 008), T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

112.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4442 - APPLICANT: TIM AYALA - OWNER: MARTIN M. PADILLA - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 FEET IS REQUIRED FROM A RESIDENTIAL PROPERTY, A SEPARATION OF 700 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE AND A BUILDING SIZE OF 1,200 SQUARE FEET WHERE 1,500 SQUARE FEET IS THE MINIMUM SIZE at 701 North Eastern Avenue (APN: 139-26-811-070), C-D (Designed Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

113.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4443 - APPLICANT: JAMES AND LAURA VESLI - OWNER DUCKS LAKE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A 3,000 SQUARE FOOT RESTAURANT WITH SERVICE BAR at 2400 South Jones Boulevard, Suites 12 and 13 (APN: 163-01-401-011), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

114.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4444 - APPLICANT: CASH BACK PAYDAY LOANS - OWNER: FARLEY M. ANDERSON, LIMITED PARTNERSHIP - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 IS REQUIRED FROM A RESIDENTIAL PROPERTY AND A SEPARATION OF 280 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE on the north side of Lake Mead Boulevard, between James Bilbray Drive and 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), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL

115.SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4464 - APPLICANT: AHERN RENTALS - OWNER: MKP MANAGEMENT COMPANY, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A RENTAL STORE WITH OUTSIDE STORAGE at 4655 North Rancho Drive (APN: 138-02-101-009), C-2 (General Commercial), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

116.REZONING - PUBLIC HEARING - ZON-4219 - APPLICANT/OWNER: HORIZON HOMES, INC. - Request for a Rezoning FROM: U (Undeveloped) [DR (Desert Rural Density Residential) General Plan Designation] TO: R-PD2 (Residential Planned Development - 2 Units Per Acre) on 5.23 acres adjacent to the southeast corner of Craig Road and Tioga Way (APN: 138-03-302-001), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL

117.VARIANCE RELATED TO ZON-4219 - PUBLIC HEARING - VAR-4590 - APPLICANT/OWNER: HORIZON HOMES, INC. - Request for a Variance TO ALLOW ZERO OPEN SPACE WHERE 0.21 ACRES ARE REQUIRED FOR A SINGLE FAMILY DEVELOPMENT adjacent to the southeast corner of Craig Road and Tioga Way (APN: 138-03-302-001), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 4 (Brown). The Planning Commission (4-3 vote) and staff recommend DENIAL

118.WAIVER OF TITLE 18 RELATED TO ZON-4219 & VAR-4590 - PUBLIC HEARING - WVR-4596 - APPLICANT/ OWNER: HORIZON HOMES, INC. - Request for a waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 180 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the southeast corner of Craig Road and Tioga Way (APN: 138-03-302-001), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 4 (Brown). The Planning Commission (4-3 vote) and staff recommend DENIAL

119.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4219, VAR-4590 AND WVR-4596 - PUBLIC HEARING - SDR-4222 - APPLICANT/OWNER: HORIZON HOMES, INC. - Request for a Site Development Plan Review FOR A 13-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 5.23 acres adjacent to the southeast corner of Craig Road and Tioga Way (APN: 138-03-302-001), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 4 (Brown). The Planning Commission (4-3 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

120.REZONING - PUBLIC HEARING - ZON-4288 - APPLICANT/OWNER: WEST EDNA ASSOCIATION, LIMITED PROFIT SHARING PLAN & THE 1981 MARTIN FAMILY TRUST - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 0.97 acres adjacent to the southeast corner of Jones Boulevard and Verde Way (APN: 125-36-402-011), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

121.SPECIAL USE PERMIT RELATED TO ZON-4288 - PUBLIC HEARING - SUP-4289 - APPLICANT/OWNER: WEST EDNA ASSOCIATION, LIMITED PROFIT SHARING PLAN & THE 1981 MARTIN FAMILY TRUST - Request for a Special Use Permit FOR A RECREATIONAL VEHICLE AND BOAT STORAGE FACILITY on 0.97 acres adjacent to the southeast corner of Jones Boulevard and Verde Way (APN: 125-36-402-011), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

122.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4288 AND SUP-4289 - PUBLIC HEARING - SDR-4291 - APPLICANT/OWNER: WEST EDNA ASSOCIATION, LIMITED PROFIT SHARING PLAN & THE 1981 MARTIN FAMILY TRUST - Request for a Site Development Plan Review and WAIVERS OF THE LANDSCAPING AND COMMERCIAL REQUIREMENTS FOR A RECREATIONAL VEHICLE AND BOAT STORAGE FACILITY on 0.97 acres adjacent to the southeast corner of Jones Boulevard and Verde Way (APN: 125-36-402-011), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

123.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3670 - APPLICANT: R M PROPERTY HOLDINGS - OWNER: R M PROPERTY HOLDINGS, LIMITED LIABILITY COMPANY, ET AL - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 2.09 acres adjacent to the northwest corner of Effinger Lane and Poppy Lane (APN: 139-25-410-007, 042, and 043), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

124.REZONING RELATED TO GPA-3670 - PUBLIC HEARING - ZON-3672 - APPLICANT: R M PROPERTY HOLDINGS - OWNER: R M PROPERTY HOLDINGS, LIMITED LIABILITY COMPANY, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 2.09 acres adjacent to the northwest corner of Effinger Lane and Poppy Lane (APN: 139-25-410-007, 042, and 043), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

125.SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-3670 AND ZON-3672 - PUBLIC HEARING - SDR-3958 - APPLICANT: R M PROPERTY HOLDINGS - OWNER: R M PROPERTY HOLDINGS, LIMITED LIABILITY COMPANY, ET AL - Request for a Site Development Plan Review and a Reduction in the Amount of Required Perimeter Landscaping FOR A PROPOSED 50-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 2.09 acres adjacent to the northwest corner of Effinger Lane and Poppy Lane (APN: 139-25-410-007, 042, and 043), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

126.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

PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
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 of Las Vegas

CITY COUNCIL AGENDA

CITY COUNCIL MEETING OF: JULY 21, 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 GARD JAMESON
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN (excused from morning session until 9:14 a.m.), WEEKLY, MACK, MONCRIEF, and WOLFSON

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, 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 Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
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

(9:07 – 9:08)
1-1

REVEREND GARD JAMESON, gave the invocation.

(9:08 – 9:10)
1-21

MAYOR GOODMAN led the audience in the Pledge.

(9:10 – 9:11)
1-72

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

Fiscal Impact

X	**No Impact**	**Amount:**
	Budget Funds Available	**Dept./Division:**
	Augmentation Required	**Funding Source:**

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: Employee of the Month Certificate for Robert Joseph

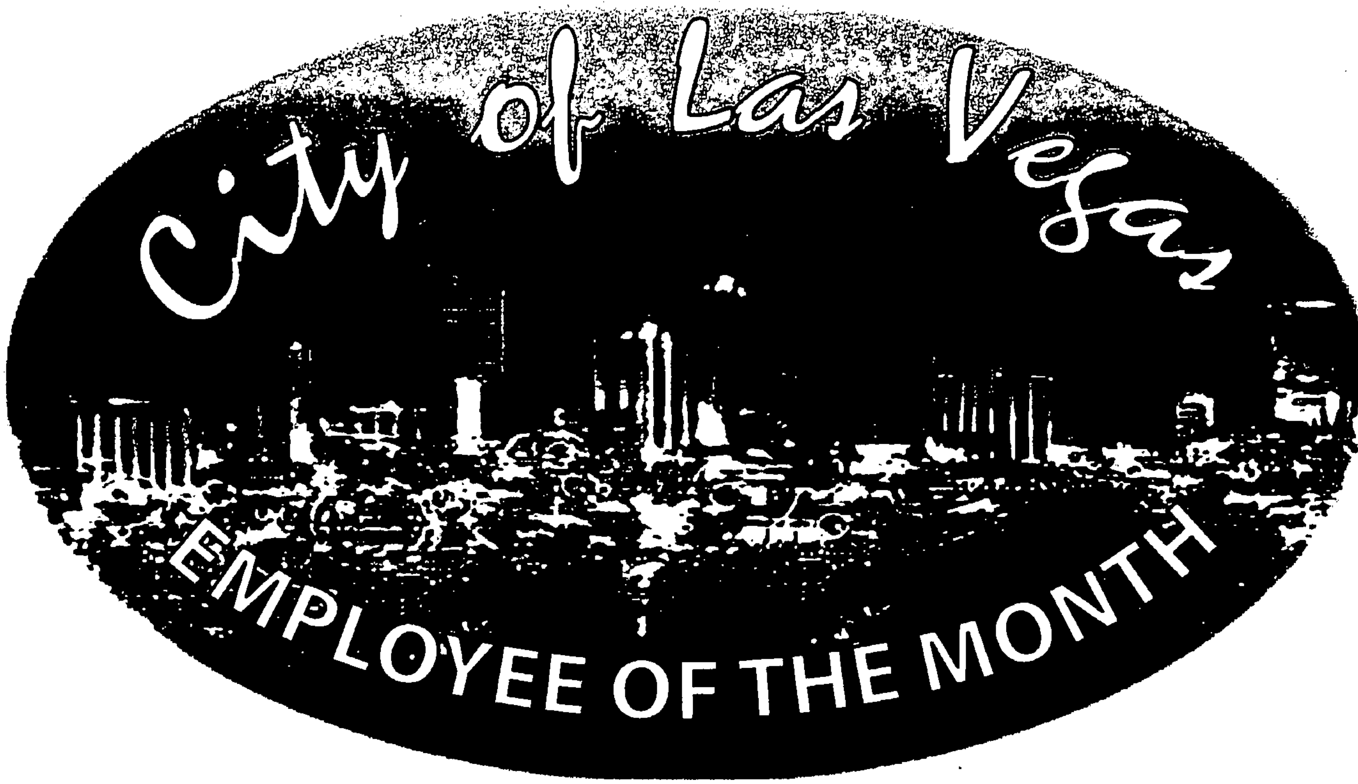
MOTION:
None required. A presentation was made.

MINUTES:
MAYOR GOODMAN called forward JOSEPH MARCELLA and MIKE HOUGEN of the Information Technologies Department to join him in recognizing ROBERT JOSEPH as July's Employee of the Month for automating the standard images found on the City's desktop and laptop computers. This saves $11,000 annually in labor costs and a half hour on each computer set up.

MESSRS. MARCELLA and HOUGEN said that they were very proud of MR. JOSEPH and his team for taking a business approach and leveraging technology to resolve business issues. MR. JOSEPH is a great leader.

MR. JOSEPH thanked his wife and co-workers, as well as his bosses and immediate supervisor for giving him the opportunity to show the best of his abilities in working for the City.

(9:11 – 9:14)



Robert Joseph

July 2004

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

MAYOR

CITY MANAGER

DEPUTY CITY MANAGER

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF STAR NURSERY

Fiscal Impact

X	**No Impact**	**Amount:**
	Budget Funds Available	**Dept./Division:**
	Augmentation Required	**Funding Source:**

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: copy of Proclamation recognizing Star Nursery

MOTION:
None required. A presentation was made.

MINUTES:
SHELLY KULEFZA, project manager, and JIM JOHNSON, staff horticulturalist, of Star Nursery joined the Mayor at the podium to recognize Star Nursery for its generous donation of trees worth over $100,000 over the next five years. Star Nursery and its President, CRAIG KEOUGH, are known for giving back to the community and regularly participating in community events that provide in-kind donations and generous sponsorships. The donated trees will be used in City facilities and parks for the enjoyment of all the residents.

MR. JOHNSON accepted the proclamation and commented that donating trees is an opportunity to give thanks to the community for its support over Star Nursery's 20-plus years in business.

(9:14 – 9:16)

City of Las Vegas

Proclamation

Whereas;	It is the policy of the Mayor and City Council of Las Vegas to honor and recognize those extraordinary individuals, groups, or programs, that enrich the lives of many in our community; and
Whereas;	Star Nursery was founded by President Craig Keough in 1983 and has successfully expanded operations to include retail outlets in Southern Nevada, Utah and Arizona; and
Whereas;	Star Nursery has been recognized by the Southern Nevada community and the Las Vegas Review Journal Readers Poll as the "Best Garden Center" for the last six years; and
Whereas;	Star Nursery believes strongly in giving back to the community in which it operates as demonstrated by their involvement in various events such as Park Pride Day, Arbor Day, Earth Day, Day with the Experts, Eco-Jam, Southern Utah Cotton Festival and many other community activities; and
Whereas;	Star Nursery sponsors UNLV Athletics, the Las Vegas Motor Speedway, youth sports teams and has donated generously to the Ronald McDonald House of Southern Nevada as well as local school landscape rehabilitation projects; and
Whereas;	Star Nursery has committed to donating trees and plant material to the City of Las Vegas valued at $100,000 over the next five years for residents of our community to enjoy in city parks and facilities; and
Therefore;	WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF LAS VEGAS DO HEREBY HONOR AND RECOGNIZE

STAR NURSERY

AND ASK ALL CITIZENS TO JOIN US IN CELEBRATING THEIR COMMITMENT AND DEDICATION TO THE SOUTHERN NEVADA COMMUNITY.

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese	Councilman Larry Brown	Councilman Lawrence Weekly
Councilman Michael Mack	Councilwoman Janet Moncrief	Councilman Steve Wolfson

City of Las Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF REHABILITATION PROJECT VOLUNTEERS

Fiscal Impact

X	**No Impact**	**Amount:**
	Budget Funds Available	**Dept./Division:**
	Augmentation Required	**Funding Source:**

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: Certificates of Recognition for The Gillespie Family, Clark County Fence, Las Vegas Rentals, Republic Services, Black Rock Construction Company, Southern Nevada Laborers' Local 872 Training Trust, Southern Nevada Laborers' Local 872 Political Department – Thomas Morley, Director, Laborers' Local 872 Executive Board, Laborers' Local 872 Membership, and Southern Nevada Laborers' Local 872 Training Trust

MOTION:
None required. A presentation was made.

MINUTES:
COUNCILMAN WEEKLY recognized the following groups for their volunteerism and sponsorship of this rehabilitation project: Southern Nevada Laborers' Local 872 Training Trust, Southern Nevada Laborers Local 872 Political Department-Thomas Morley, Director, Laborers Local 872 Executive Board, Laborers Local 872 Membership, Black Rock Construction Company, Republic Services, Las Vegas Rentals, Clark County Fence, and The Gillespie Family. Each group representative was presented with a Certificate of Appreciation.

MR. MORLEY thanked all the volunteers who participated in helping to tear down the home. As a token of appreciation, he presented the Mayor with a building replica of the Laborers Local 872 headquarters in Washington D.C.

(9:21 – 9:23)

Certificate of Recognition

Presented To

The Gillespie Family

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Clark County Fence

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Las Vegas Rentals

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Republic Services

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Black Rock Construction Company

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Southern Nevada Laborers' Local 872 Training Trust

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Southern Nevada Laborers' Local 872
Political Department – Thomas Morley, Director

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Laborers' Local 872 Executive Board

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Laborers' Local 872 Membership

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

Certificate of Recognition

Presented To

Southern Nevada Laborers' Local 872 Training Trust

Congratulations on Your Outstanding Community Service

Mayor Oscar B. Goodman,
Mayor Pro Tem Gary Reese, Councilman Larry Brown, Councilman Lawrence Weekly,
Councilman Michael Mack, Councilwoman Janet Moncrief and Councilman Steve Wolfson

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐ CONSENT ☐ DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF THE LANCE ARMSTRONG CANCER AWARENESS PROGRAM IN CONJUNCTION WITH NIKE TOWN

Fiscal Impact

[X]	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 indicated that NikeTown and its whole crew embarked on the Lance Armstrong Cancer Awareness Program and are issuing yellow bands.

MOLLY HAHN, of NikeTown, said that support and inspiration comes in many forms and places. Nike is making a $1 million donation and hopes to raise another $5 million with the sale of the yellow bands.

At the request of COUNCILMAN WEEKLY, MARTY TOLEDO, Neighborhood Services, a great City employee who has been living with cancer for three years, came forward and said that, even though he feels he was forced to join the cancer club, it has been a blessing to him because it has taught him a lot, in ways he never would have imagined. It has especially showed him how truly kind and loving people can be.

COUNCILMAN WEEKLY noted that he knows of another City employee whose 19-year-old son is battling cancer. He encouraged everyone to wear the yellow bands and live strongly.

(9:16 – 9:21)

1-240

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF NEVADA LEAGUE OF CITIES YOUTH AWARD RECIPIENTS

Fiscal Impact

X	**No Impact**	**Amount:**
	Budget Funds Available	**Dept./Division:**
	Augmentation Required	**Funding Source:**

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:
Submitted at meeting: copies of face of 2004 Youth Award Program plaques given to Skylor Dunn for First Place and to Camille Wesson for Runner-up

MOTION:
None required. A presentation was made.

MINUTES:
COUNCILWOMAN MONCRIEF recognized SKYLOR DUNN and CAMILLE WESSON, the First Place and Runner-up, respectively, recipients of the Nevada League of Cities Youth Awards. MR. DUNN is a student of the Andre Agassi Preparatory School and has served as school mayor, as host, and as tutor while remaining at the top of his class. He has also participated in fundraisers and in an adopt-a-senior program. MS. WESSON, also a student of the Andre Agassi Preparatory School, participated in the Jeopardy Bowl, feeds the homeless, serves as a leader for senior youth programs, and sings in her church choir. COUNCILWOMAN MONCRIEF presented each of them with a plaque.

MR. DUNN accepted the plaque from COUNCILWOMAN MONCRIEF, and then thanked his principal, his teachers, and all his mentors, especially COUNCILMAN WEEKLY. He said that he loves his mother. MS. WESSON also thanked her teachers, as well as her parents and everybody that has helped her excel in all her endeavors.

(9:23 – 9:27)

NEVADA LEAGUE OF CITIES AND MUNICIPALITIES

2004 Youth Award Program

1st Place

Skylar Dunn

Jr. High - Metro

2004

NEVADA LEAGUE OF CITIES AND MUNICIPALITIES

2004 Youth Award Program

Runner-up

Camille Wesson

Jr. High - Metro

2004

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN ☐ CONSENT ☐ DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF PUBLIC WORKS DEPARTMENT AWARDS

Fiscal Impact

X	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:
RICHARD GOECKE, Director, and CHARLIE KAJKOWSKI, City Engineer, from the Public Works Department, joined the Mayor to honor the Public Works Department for its recent recognition for excellence in infrastructure with three prestigious awards and another award for compliance and performance at the City's Water Pollution control Facility.

DAWN MILLER, Las Vegas Chapter of the American Concrete Institute, presented MR. GOECKE with awards for Public Works' aesthetic and architectural use of concrete on the Tropical Parkway and Lewis Avenue beautification projects. MIKE MULA, Mountain States Concrete Pipe Association, proudly presented the Project of the Year Award to MR. GOECKE for Public Works' use of quality, durable concrete.

MR. GOECKE called forward representatives from the City's Environmental Division and presented them with an award from the Association of Metropolitan Sewerage Agencies. He thanked the individuals of the various sections of the Water Pollution Control Facility for earning these awards through all their hard work.

(9:27 – 9:32)
1-618

Also, MAYOR GOODMAN expressed his condolences to COUNCILMAN WOLFSON and his family for the recent loss of his father, who was very loved. Additionally, the Mayor said he was happy to hear that COUNCILMAN REESE'S mother is doing well after her recent illness.

(9:32 – 9:35)
1-812

MINUTES - Continued:
COUNCILWOMAN MONCRIEF welcomed Boy Scout Troop 700 who was present to earn their Communication Badge. They would be sitting with the Councilmembers for the morning session.

(9:35)
1-867

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 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 54, 55, and 78, Hold Items 65 and 66 in ABEYANCE to 8/4/2004, and Hold Item 69 in ABEYANCE to 8/18/2004 – UNANIMOUS

MINUTES:
There was no discussion.

(9:35 – 9:37)
1-886

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 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 Meeting of May 19, 2004 and Special City Council Meetings of February 25, 2004, April 28, 2004 and May 11, 2004 and the Special Joint City Council and Redevelopment Agency Meeting of May 18, 2004

MOTION:
REESE – APPROVED by Reference – UNANIMOUS

MINUTES:
There was no discussion.

(9:37)
1-934

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

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

Fiscal Impact

[ ] No Impact		**Amount:** $102,066,200.54
[X] 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 06/16/04 - 06/30/04

Total Services and Materials Checks	$	14,247,335.81
Total Payroll Checks	$	6,018,575.64
Total Wire Transfers	$	81,800,289.09

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

NOTE: COUNCILMAN MACK disclosed that Item 52 deals with the possible expansion of the redevelopment area. His business, Mack Consulting, has a client, Treasures, which is located within the expansion area. Representatives of Treasures have not spoken to him regarding this proposal. Because the request does not treat Treasures differently from any other landowner within the area, COUNCILMAN MACK felt confident that his client's property would not qualify for redevelopment funds; therefore, he would be voting on Item 52.

MINUTES:
COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

CITY COUNCIL MEETING OF JULY 21, 2004
Consent – Finance and Business Services
Item 3 – Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

MINUTES – Continued:
MARK VINCENT, Director, Finance and Business Services, requested Items 10, 15, and 62 be pulled for discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Summary of Cash Expenditures

For period of 06/16/04 - 06/30/04

Total Services & Materials Checks :	**$14,247,335.81**
Total Payroll Checks:	**$6,018,575.64**
Total Wire Transfers:	**$81,800,289.09**
Grand Total:	**$102,066,200.54**

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
By: Beverly K. Bridges
Chief Deputy City Clerk

On July 21, 2004, the City Council approved the above cash expenditures.

Oscar Goodman
Mayor

City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a report by the City Treasurer of the June 29, 2004 sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and multiple other districts - Wards 3 and 6 (Reese and Mack)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

NRS 271.565 states that within 15 days after the completion of the sale of all property described in the assessment roll upon which a delinquent assessment or installment is unpaid, the municipal treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

RECOMMENDATION:

Report only, no action required.

BACKUP DOCUMENTATION:

Report of Sale Memorandum from Michael K. Olson, City Treasurer, dated June 30, 2004

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

Memorandum

City of Las Vegas
Finance and Business Services

To: Mayor Oscar B. Goodman
Mayor Pro Tem Gary Reese
Councilman Larry Brown
Councilman Lawrence Weekly
Councilman Michael Mack
Councilwoman Janet Moncrief

From: Michael K. Olson, City Treasurer – Finance and Business Services

Cc: Doug Selby, City Manager
Steve Houchens, Deputy City Manager
Betsy Fretwell, Deputy City Manager
Brad Jerbic, City Attorney
Mark Vincent, Director of Finance and Business Services
Roni Ronemus, City Clerk

Date: June 30, 2004

Re: Report of Sale on Delinquent Parcels in SID District 505 and multiple districts

---

Nevada Revised Statute 271.565 requires the Municipal Treasurer to notify the City Council within 15 days after the completion of the sale of property of delinquent assessments. The Treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

On May 5, 2004, the City Council approved the delinquency list and foreclosure notices were mailed to delinquent property owners for Special Improvement District 505 and multiple districts. On June 10, 2004 the first of three weekly publications of the Notice of Sale occurred. Of the 26 parcels publicized, 1 parcel was removed due to pending litigation, 21 parcels either paid their assessment current or paid it off in full prior to the June 29, 2004 sale; and certificates on 4 parcels were sold.

Pursuant to this statute and the resolution as adopted by the regular City Council, the following Report of Sale has been prepared. Certificates on the following were sold on June 29, 2004:

To: Mayor and Council
From: Michael K. Olson
Subject: Report of Sale on Delinquent Parcels in SID District 505 and Multiple Districts
Date: June 30, 2004
Page: 2

Parcel #	Certificate Buyer	Address	Amount
125-16-815-090	JAMES ABBEY	1605 IRON RIDGE RD, LV, NV 89117	$515.33
125-16-816-039	JEAN E. MCCLELLAN; AND ALAN F. MCCLELLAN; AND WILLIAM AND DAWN A RALSTON, JTWROS	8536 WILLOWRICH, LV, NV 89134	$691.64
140-29-212-002	CARL FRECKER	5352 HILLSBORO, LV, NV 89120	$1,665.09
162-02-115-097	KANG ZAO TAN AND CECILA HUBERT	5929 TYBALT CT, LV, NV 89113	$493.88

The sale took place in the City Hall Council Chamber.
MKO:IDF

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Special Event License for Northshore Entertainment Group, LLC, Location: Steiner's A Nevada Style Pub, 8410 West Cheyenne Avenue, Parking Lot, Date: July 22, 2004, Type: Special Event Beer/Wine, Event: KOMP 92.3 Mini-Kegger, Responsible Person in Charge: Roger Sachs - Ward 4 (Brown)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Special Event License for Maria Quiroz, Location: East Las Vegas Community Senior Center, 250 North Eastern Avenue, Date: December 11, 2004, Type: Special Event Beer/Wine/Cooler, Event: Sweet Fifteen Party, Responsible Person in Charge: Hector Lopez - Ward 3 (Reese)

Fiscal Impact

[X] No Impact	Amount:	
[ ] Budget Funds Available	Dept./Division:	
[ ] Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:
Approval of a Special Event License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Props Mongolian Grill, LLC, dba Props Mongolian Grill, LLC, 6750 West Sahara Avenue, Nicholas S. Kalair, Mmbr, 100% - Ward 1 (Moncrief)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of a new Supper Club License

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

BACKUP DOCUMENTATION:
Map

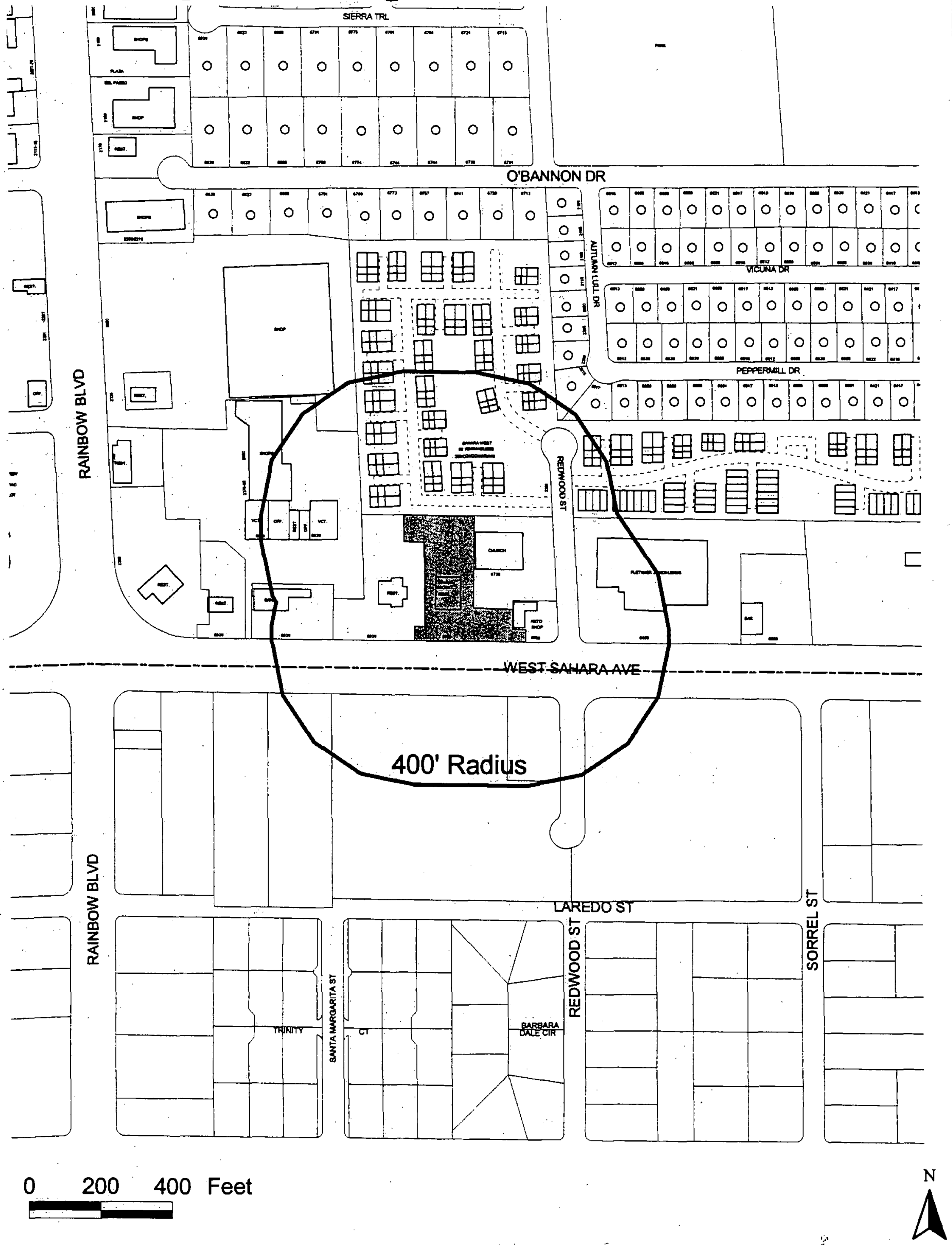
MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

Props Mongolian Grill, LLC



7

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Rescission of the May 19, 2004 City Council Temporary Approval of Change of Ownership and Business Name for a Package License, From: Mario's Northtown Market, Incorporated, dba Mario's Westside Market, Samuel G. Johnson, Jr. Dir, Pres and Carol A. Johnson, Dir, Secy, Treas, 100% jointly as husband and wife, To: Mario's Westside Market, LLC, dba Mario's Westside Market, LLC, 1960 North Martin L. King Boulevard, Maruilio Berlanga, Jr., Mmbr, 50%, William R. O'Connor, Mmbr, 50% - Ward 5 (Weekly)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Approval of Rescission of the May 19, 2004 City Council Temporary Approval of Change of Ownership and Business Name for a Package License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Letter from Mario's Northtown Market

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Approval of Rescission of the May 19, 2004 City Council Temporary Approval of Change of Ownership and Business Name for a Package License, To: Mario's Westside Market, LLC, dba Mario's Westside Market, LLC, 1960 North Martin L. King Boulevard

On May 19, 2004 the City Council granted temporary approval of the change of ownership and business name on the package license for Mario's Westside Market, LLC, subject to approval by the Fire Department and Clark County Health District. After Council approval, the seller and buyer were unable to resolve some issues pertaining to the negotiated sale and as a result the purchase agreement was never finalized. Additionally, approval from Clark County Health District was not completed thus the license was never issued to the buyer.

MARIO'S NORTHTOWN MARKET, INC
1960 N. MARTIN LUTHER KING BLVD.
LAS VEGAS, NV 89106
(702) 648-1482
FAX: 648-1209

June 28, 2004

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

Due to circumstances beyond our control, Mario's Westside Market, LLC dba Mario's Westside Market is requesting the withdrawal of their change of ownership application that was submitted January 2004. (Principals - Maurilio Berlanga, Jr. Member 50% and William O'Connor, Member 50%.)

The ownership will be returned to the original owner, Mario's Northtown Market, Inc. dba Mario's Westside Market at 1960 N. Martin Luther King Boulevard. (Principals - Samuel G. Johnson, Dir/Pres, and Carol Johnson, Dir/Secy/Tres, 100 percent jointly as husband and wife.

Thank you for your assistance.

Maurilio Berlanga, Jr.

William O'Connor

Samuel Johnson, Dir/President

Carol Johnson, Dir/Secy/Tresurer

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of Change of Business Name for a Tavern License, Artisan Cafe, LLC, dba From: Artisan Cafe, LLC, To: Aruba Hotel Lounge, 1215 Las Vegas Boulevard South, Audrey N. DaSilva, Mgr, Mmbr, 100%, Douglas B. DaSilva, Principal - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of Change of Business Name for a Tavern License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)

Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of Change of Ownership for a Hypnotist License, From: Life Designs, LLC, 948659 Alberta Ltd., Mmbr, 100%, Christina M. McIntyre, Dir, Pres, To: Lifehead, LLC, dba Positive Changes Hypnosis Centers, 4750 West Sahara Avenue, Suite 34, Maria L. Blanding, Mgr, 100% - Ward 1 (Moncrief) (NOTE: The correct name of the business should be reflected as Lifeahead, LLC, dba Positive Changes Hypnosis Centers) (NOTE: Correct name is Lifeahead.)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Hypnotist License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

MONCRIEF – APPROVED correcting the name to Lifeahead – UNANIMOUS

MINUTES:

MARK VINCENT, Director, Finance and Business Services, indicated that the correct name of the business is Lifeahead.

(9:39 – 9:40)

1-1008

City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval of a new Locksmith License, Kevin N. Fishberg, dba Anytime Lock & Key, 8340 Carmen Boulevard, Kevin N. Fishberg, 100% - Ward 4 (Brown)

Fiscal Impact

[X] No Impact	Amount:	
[ ] Budget Funds Available	Dept./Division:	
[ ] Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:
Approval of a new Locksmith License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Change of Location for a Martial Arts Instruction Business License, Chinese Kickboxing International USA, LLC, dba Chinese Kickboxing International USA, LLC, From: 4241 West Charleston Boulevard, Suite E, To: 4331 West Charleston Boulevard, William E. Garness, 100% - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of Change of Location for a Martial Arts Instruction Business License

RECOMMENDATION:
Recommend approval

BACKUP DOCUMENTATION:
Map

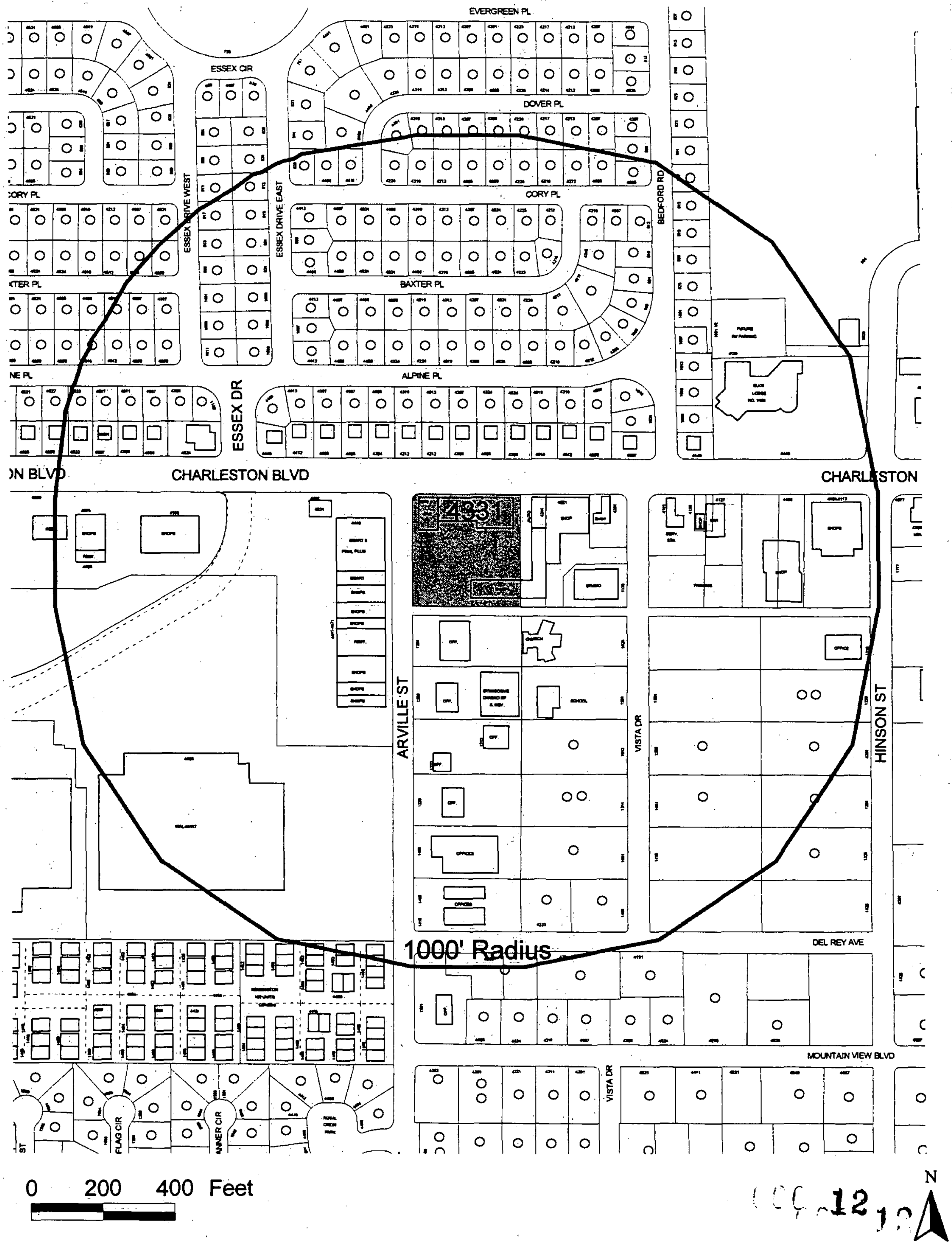
MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

Chinese Kickboxing International



City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Preapproval of award of Bid Number 04.1730.19-LED, Alexander/Hualapai Road Improvements Cimarron to Cheyenne to the lowest responsive and responsible or best bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works ($15,000,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $15,000,000
[X]	**Budget Funds Available**	**Dept./Division:** Public Works
[ ]	**Augmentation Required**	**Funding Source:** Road and Flood CPF

PURPOSE/BACKGROUND:

This project includes road improvements on Hualapai Way from Cheyenne Avenue to Alexander Road, on Alexander Road from Hualapai Way to Durango Drive, including 10-year storm drain collection facility on Hualapai Way from Gowan Road north to the Gilmore Channel and 100-year storm drain collection facility from Lone Mountain Detention Basin Outfall to Durango Drive, sanitary sewer mains and laterals, new water mains and laterals, traffic signals, street lighting, and other half-street improvements on the north side of Alexander Road from Durango Drive to Cimarron Road.

PCC: L. E. Davis

RECOMMENDATION:

That City Council preapprove the award of Bid Number 04.1730.19-LED to the lowest responsive & responsible or best bidder and approve the construction conflicts & 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 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 04.1730.15-CW, Durango Drive, Westcliff to Vegas Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: FREHNER CONSTRUCTION COMPANY, INC. ($14,280,493.30 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact

[ ] No Impact		**Amount:** $14,280,493.30
[X] Budget Funds Available		**Dept./Division:** Public Works
[ ] Augmentation Required		**Funding Source:** Road and Flood CPF

PURPOSE/BACKGROUND:

On June 16, 2004, City Council preapproved the award of Bid No. 04.1730.15-CW, Durango Drive, Westcliff to Vegas Drive to the lowest responsive and responsible or best bidder for an amount of $14,000,000. However, all bids received were over this amount with the lowest responsive and responsible bidder bidding $14,280,493.30. Therefore, this item is being presented for approval at the higher award amount. Budget funds are available to complete this project.

PCC: C. White
POC: Dennis H. Wise - (702) 649-2530

RECOMMENDATION:

That City Council approve the award of Bid No. 04.1730.15-CW to Frehner Construction Company, Inc. in the amount of $14,280,493.30 and approve a construction conflicts and contingency reserve of $1,428,049. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of rejection of bid and award of Bid No. 04.53541.31-CW, Contract 31, Security and Landscaping Improvements - Water Pollution Control Facility (WPCF), 6005 East Vegas Valley Drive and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: CAPRIATI CORPORATION ($2,495,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

[ ] No Impact	**Amount:** $2,495,000
[X] Budget Funds Available	**Dept./Division:** Public Works
[ ] Augmentation Required	**Funding Source:** Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This project consists of miscellaneous improvements to the Water Pollution Control Facility, including, but not limited to construction of landscaping improvements; relocation of security gates; construction of various block walls and fencing and various onsite roadways.

The type of work required under this contract requires the contractor to hold a type "A" or "AB" license issued by the Nevada State Contractor's Board. The apparent low bidder, Affordable Concepts, Inc., holds only a type "B" license; therefore deeming them non-responsive.

PCC: C. White
POC: David M. Rocchio - (702) 547-1182

RECOMMENDATION:

That City Council reject the low bid as non-responsive and approve award of Bid No. 04.53541.31-CW to Capriati Corp. in the amount of $2,495,000 and approve a construction conflict and contingency reserve of $249,500. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED as recommended – UNANIMOUS

MINUTES:

MARK VINCENT, Director, Finance and Business Services, indicated that representatives of Affordable Concepts were present to speak on this matter, and then turned this matter over to KATHY RAINEY, Manager, Purchasing Division, who explained that the bid of Affordable

MINUTES – Continued:
Concepts was rejected because the company did not have the required "A" or "AB" license at the time of bidding, which is indicated in the specifications. Affordable Concepts possessed a "B" license at the time of bidding and did not obtain its "AB" license until the previous day. State Statute indicates that a company cannot submit bids for work they are not licensed to perform.

BECKY PINTAR, Affordable Concepts, countered that the bid specifications did not state the type of license that was required. Affordable Concepts performs the type of work required for this job every day under a "B" license.

ROBERT POTTER, owner of Affordable Concepts, insisted that he was the lowest bidder. The second low bidder was Capriati, who then petitioned the State Contractors Board for a decision. He requested the City Council award the contract to Affordable Concepts, indicating that the appeal process was not followed and when Affordable Concepts submitted its bid it was done with the confidence that the work could be performed with a "B" license. Allowing Affordable Concepts to do the job will save the taxpayers a lot of money.

CITY ATTORNEY JERBIC indicated for the Mayor that the specifications do not indicate the type of license that is required, but they do say that bidders must be properly licensed, and staff had determined the type of work to be performed required an "A" or "AB" license and that it be in place at the time the bid was submitted. A "B" license is for the construction of buildings. There are no buildings in this bid. Based on the bid documents and NRS, Affordable Concepts' bid should be rejected.

COUNCILMAN BROWN asked why the bid specifications did not reflect the type of license that was required. MS. RAINEY assured COUNCILMAN BROWN that it is a past practice that she is addressing. COUNCILMAN BROWN confirmed that the bid specifications will be revised to state the types of licenses required for certain bids.

COUNCILMAN BROWN questioned the type of work required for this project that would clearly disqualify Affordable Concepts. MS. RAINEY answered that a "B" license clearly states that there must be a building. It is a matter of general building versus general engineering. An "A" license is for general engineering. When representatives of Capriati, the second low bidder, saw that the apparent low bidder did not have the appropriate license, they petitioned the State Contractors Board for a determination. The Board determined that a "B" license was out of scope. MS. RAINEY then started looking into the matter and determined that the work required an "A" or "AB" license.

CITY ATTORNEY JERBIC opined that the Council does not have any discretion in this matter, because of the bid requirements.

MINUTES – Continued:

MR. VINCENT interjected that Affordable Concepts had plenty of time to obtain the proper license for this bid, because the City has had the same problem with Affordable Concepts on a different bid. If contractors were permitted to secure licensing between the time of bid opening and award, these types of discussions would come up all the time.

MR. POTTER pointed out that, under NRS, the Council has the right to waive any irregularities. He opined that NRS allows flexibility, as the City of North Las Vegas clearly provides in their bid specifications that a determination of proper licensing is made at the time of award not at bid opening. MAYOR GOODMAN noted that he would certainly prefer to save the City taxpayers money, but he did not believe the Council had any discretion in this matter, based upon the advice of the City Attorney.

(9:40– 9:53)
1-1038

City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of award of Bid Number 04.1730.09-CW, PM-10/CMAQ Roadway Improvements, Phase 2B and approve the construction and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: SOUTHWEST IRON, INC. ($1,883,083.56 - Motor Vehicle Fuel Taxes, Regional Transportation Commission, CMAQ, Sanitary Sewer Fund) - Wards 1, 3, 5 and 6 (Moncrief, Reese, Weekly and Mack)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $1,883,083.56
[X]	**Budget Funds Available**	**Dept./Division:** Public Works
[ ]	**Augmentation Required**	**Funding Source:** Motor Vehicle Taxes, RTC, CMAQ, and Sewer Funds

PURPOSE/BACKGROUND:

This project consists of reconstruction of alleyways throughout the downtown area of Las Vegas. Work includes, but is not limited to, paving over gravel alleys for dust control, removing existing soil, aggregate, asphalt pavement, various concrete pads, and miscellaneous structures and installing concrete valley-pan, curb, gutter, sidewalk, sidewalk ramps, asphalt pavement, various transitions and adjustment of valves, vaults and manholes.

PCC: C. White
POC: Tracy Davis - (702) 644-6454

RECOMMENDATION:

That the City Council approve the award of bid number 04.1730.09-CW to Southwest Iron, Inc. in the amount of $1,883,083.56 and approve a construction conflicts and contingency reserve of $482,000. Authority to execute the contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of authorization to use State of Nevada WSCA Master Price Agreement 12-00115 for Wireless Communication Services and Equipment – Department of Information Technologies – Awarded to: NEXTEL WEST CORP. ($550,000 – General Fund and Communications Internal Service Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $550,000
[X]	**Budget Funds Available**	**Dept./Division:** Information Technologies
[ ]	**Augmentation Required**	**Funding Source:** General Fund and Communications ISF

PURPOSE/BACKGROUND:
This agreement will allow the City of Las Vegas to use the State of Nevada WSCA Master Price Agreement 12-00115 to provide Wireless Communication Services and Equipment for the City of Las Vegas.

This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to join onto or use the contracts of the State of Nevada.

PCC: G. Leaf
POC: Bill Minter – (702) 429-0777

RECOMMENDATION:
That City Council approve use of the State of Nevada WSCA Agreement 12-00115 with Nextel West Corp. in the amount of $550,000 from date of award to 06/30/05 with annual renewals as long as the bidding exception applies. Authority to execute agreement is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: **MARK R. VINCENT** [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 04.1730.02-LED, Intersection Improvements, Charleston Boulevard at Shadow Lane and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. ($518,052 - Traffic Improvements Capital Projects Fund) - Wards 1 and 5 (Moncrief and Weekly)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $518,052
[X]	**Budget Funds Available**	**Dept./Division:** Public Works
[ ]	**Augmentation Required**	**Funding Source:** Traffic Improvements CPF

PURPOSE/BACKGROUND:

This project consists of modifying the medians on Charleston Boulevard at Main Street and Commerce Street to create improved turn pockets and construct improvements at the intersection of Charleston Boulevard and Shadow Lane consisting of a new dedicated right turn lane on southbound Shadow Lane, an improved turning radius on westbound Charleston Boulevard to northbound Shadow Lane and various upgrades and modifications to the traffic signal at this intersection.

PCC: L. E. Davis
POC: Guy Wells - (702) 876-0659

RECOMMENDATION:

That the City Council approve the award of Bid No. 04.1730.02-LED, Intersection Improvements to Wells Cargo, Inc. in the amount of $518,052 and approve a construction conflicts and contingency reserve of $51,805. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of an annual requirements ordering agreement for Detroit Diesel Engine, Allison Transmission and Donaldson Filter OEM Parts and Service - Departments of Field Operations and Fire and Rescue - Award recommended to: WW WILLIAMS CO. (Estimated annual amount of $100,000 - Automotive Operations Internal Service Fund and General Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $100,000
[X]	**Budget Funds Available**	**Dept./Division:** Field Operations/Fire & Rescue
[ ]	**Augmentation Required**	**Funding Source:** Automotive Operations ISF and General Fund

PURPOSE/BACKGROUND:

This request provides for an annual requirements contract for OEM replacement parts and services for the City's fleet of vehicles equipped with Detroit Diesel Engines, Allison Transmissions and Donaldson Filters.

This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a), items which may only be contracted from a sole source.

PCC: T. Bowman
POC: Harland McGinty - (702) 339-1890
CFN: 040263-TB

RECOMMENDATION:

That City Council approve an annual requirements agreement for OEM parts and services to WW Williams Co. in the amount of $100,000 from date of award to 07/31/05 with annual renewals as long as bidding exception applies. Authority to execute agreement is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

City of Las Vegas

Agenda Item No. 19

CITY COUNCIL MEETING OF JULY 21, 2004
Consent – Finance and Business Services
Item 19 - Approval of an annual requirements ordering agreement for Detroit Diesel Engine, Allison Transmission and Donaldson Filter OEM Parts and Service - Departments of Field Operations and Fire and Rescue - Award recommended to: WW WILLIAMS CO. (Estimated annual amount of $100,000 - Automotive Operations Internal Service Fund and General Fund)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval of issuance of a purchase order for the purchase of 800 megahertz radios and equipment - Department of Fire and Rescue - Award recommended to: MOTOROLA, INC. ($40,000 - Multi-Purpose Special Revenue Fund)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $40,000
[X]	**Budget Funds Available**	**Dept./Division:** Fire and Rescue
[ ]	**Augmentation Required**	**Funding Source:** Multi-Purpose SRF

PURPOSE/BACKGROUND:
This item will allow for the purchase of 800 megahertz radios and equipment in order to achieve standardized communication interoperability between Las Vegas Fire and Rescue, contracted ambulance companies and area hospitals responding to emergencies and disasters. Funding for these radios will come from U.S. Department of Homeland Security Grant Award previously approved by Council on November 19, 2003.

This purchase is exempt from competitive bidding pursuant to NRS 332.115.1(a), items which may only be contracted from a sole source.

PCC: K Falline
POC: Curtis Steadman - (702) 558-4437

RECOMMENDATION:
That the City Council approve the issuance of a purchase order for the purchase of 800 megahertz radios and equipment to Motorola, Inc. not to exceed $40,000.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of award of Bid No. 04.1730.21-LED, Sahara Avenue and Teddy Drive Sign Relocations and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: YOUNG ELECTRIC SIGN COMPANY ($37,058.30 - Traffic Improvements Capital Projects Fund) - Ward 1 (Moncrief)

Fiscal Impact

[ ] No Impact	**Amount:** $37,058.30
[X] Budget Funds Available	**Dept./Division:** Public Works
[ ] Augmentation Required	**Funding Source:** Traffic Improvements CPF

PURPOSE/BACKGROUND:
This project consists of relocating two existing advertising signs located on the southeast corner of Sahara Avenue and Teddy Drive in the parking lot on and adjacent to the existing 7-Eleven store. Included in this work will be the design and construction of two new concrete sign foundations, pavement removal, excavation and backfill, relocation of sign power conduits and wiring, relocation of the two existing signs, removal of existing concrete sign foundatins, pavement replacement and traffic control.

PCC: L. E. Davis
POC: Rene Merritt - (702) 876-8080

RECOMMENDATION:
That the City Council approve the award of Bid No. 04.1730.21-LED to Young Electric Sign Company in the amount of $37,058.30 and approve a construction conflicts and contingency reserve of $3,705.80. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval authorizing the acceptance of a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY04 U.S. Office of Domestic Preparedness Citizen Corps Program - All Wards

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This grant award from the Nevada Division of Emergency Management in the amount of $221,614.00 is for the City's homeland security preparedness projects for citizens. The source of this funding is the FY04 U.S. Office of Domestic Preparedness Citizen Corps Program (CCP). These are 100% federal funds, no match requirement.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Grant Award

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	City of Las Vegas	**PROJECT NO:**	97004CL4
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, NV 89101		
PROJECT TITLE:	ODP/04-Citizens Corps Program **CCP**	**FEDERAL GRANT FUNDS:**	$221,614.00
		MATCHING FUNDS:	
GRANT PERIOD:	6/2/2004 6/2/2005	**TOTAL:**	$221,614.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel	See attached spreadsheet	$8,500.00
Consultant/Contracts		
Travel		
Supplies/Operating		
Equipment	See attached spreadsheet	$68,620.00
Training	See attached spreadsheet	$60,644.00
Other	See attached spreadsheet	$83,850.00
TOTAL		$221,614.00

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL		SUBGRANTEE ACCEPTANCE	
Frank S. Siracusa, Chief		**Tim McAndrew, Emergency Management Officer**	
Name and Title of Appointing Official		Name and Title of Appointing Official	
X	6-8-04	X Oscar B. Goodman, Mayor	7-22-04
Signature of Approving Official	Date:	Signature of Approving Official	Date:

Form: OEM-001

APPROVED AS TO FORM:
7-2-04
DATE

Attest:

By
BARBARA JO RONEMUS, City Clerk
By Beverly K. Bridges
Chief Deputy City Clerk

ORIGINAL

STATE OF NEVADA
DPS - Division Emergency Management (DEM)
Clark County
2004 Office of Domestic Preparedness (ODP) Homeland Security Grant Program.

Funding Available:	Remaining Funding:	TOTAL ALLOCATED:
SHSP: $11,266,580	SHSP: $0	SHSP: $11,266,580
LETPP: $3,525,609	LETPP: $0	LETPP: $3,525,609
CCP: $240,897	CCP: $0	CCP: $240,897

LINE#	DISCIPLINE	ENTITY	PRIORITY	EQUIPMENT (Equip) TRAINING (TR) PLANNING (PLN) EXERCISE (EX)	ITEM	QTY:	UNIT COST:	TOTAL COST:	FUNDING SOURCE: SHSP, LETPP or CCP	FUNDED: (Y or N)	SHSP:	LETPP:	CCP:
											$11,266,579.77	$3,525,608.87	$240,896.62
106	FS	CLV	1	PLN	CERT	1	$14,000.00	$14,000.00	CCP	Y	$0.00	$3,525,608.87	$226,896.62
107	FS	CLV	1	TR	CERT	1	$46,345.00	$46,345.00	CCP	Y	$0.00	$3,525,608.87	$180,551.62
108	FS	CLV	1	Equip	CERT	1	$18,400.00	$18,400.00	CCP	Y	$0.00	$3,525,608.87	$162,151.62
109	FS	CLV	2	PLN	Metro Police Volunteer Prog, LV Metro Police	1	$37,640.00	$37,640.00	CCP	Y	$0.00	$3,525,608.87	$124,511.62
110	FS	CLV	2	TR	Metro Police Volunteer Prog, LV Metro Police	1	$6,803.00	$6,803.00	CCP	Y	$0.00	$3,525,608.87	$117,708.62
111	FS	CLV	2	Equip	Metro Police Volunteer Prog, LV Metro Police	1	$12,200.00	$12,200.00	CCP	Y	$0.00	$3,525,608.87	$105,508.62
112	FS	CLV	3	PLN	Am Red Cross, So NV Ch, Com Dis Educ	1	$11,500.00	$11,500.00	CCP	Y	$0.00	$3,525,608.87	$94,008.62
113	FS	CLV	3	TR	Am Red Cross, So NV Ch, Com Dis Educ	1	$2,048.00	$2,048.00	CCP	Y	$0.00	$3,525,608.87	$91,960.62
114	FS	CLV	3	Equip	Am Red Cross, So NV Ch, Com Dis Educ	1	$1,500.00	$1,500.00	CCP	Y	$0.00	$3,525,608.87	$90,460.62
115	FS	CLV	3	EX	Am Red Cross, So NV Ch, Com Dis Educ	1	$3,000.00	$3,000.00	CCP	Y	$0.00	$3,525,608.87	$87,460.62
116	FS	CLV	4	PLN	Am Red Cross, So NV Ch, Com Shelter	1	$11,500.00	$11,500.00	CCP	Y	$0.00	$3,525,608.87	$75,960.62
117	FS	CLV	4	TR	Am Red Cross, So NV Ch, Com Shelter	1	$2,048.00	$2,048.00	CCP	Y	$0.00	$3,525,608.87	$73,912.62
118	FS	CLV	4	EX	Am Red Cross, So NV Ch, Com Shelter	1	$1,500.00	$1,500.00	CCP	Y	$0.00	$3,525,608.87	$72,412.62
119	FS	CLV	4	Equip	Am Red Cross, So NV Ch, Com Shelter	1	$4,000.00	$4,000.00	CCP	Y	$0.00	$3,525,608.87	$68,412.62
120	FS	CLV	5	PLN	Volunteer Management, Vol Ctr of So NV	1	$3,500.00	$3,500.00	CCP	Y	$0.00	$3,525,608.87	$64,912.62
121	FS	CLV	5	TR	Volunteer Management, Vol Ctr of So NV	1	$1,400.00	$1,400.00	CCP	Y	$0.00	$3,525,608.87	$63,512.62
122	FS	CLV	5	EX	Volunteer Management, Vol Ctr of So NV	1	$1,210.00	$1,210.00	CCP	Y	$0.00	$3,525,608.87	$62,302.62
123	FS	CLV	6	Equip	Salvation Army	2	$250.00	$500.00	CCP	Y	$0.00	$3,525,608.87	$61,802.62
124	FS	CLV	6	Equip	Salvation Army	4	$50.00	$200.00	CCP	Y	$0.00	$3,525,608.87	$61,602.62
125	FS	CLV	6	Equip	Salvation Army	1	$1,000.00	$1,000.00	CCP	Y	$0.00	$3,525,608.87	$60,602.62
126	FS	CLV	7	Equip	Citizens Fire Academy	1	$11,120.00	$11,120.00	CCP	Y	$0.00	$3,525,608.87	$49,482.62
127	FS	CLV	7	Supplies	Citizens Fire Academy	1	$17,200.00	$17,200.00	CCP	Y	$0.00	$3,525,608.87	$32,282.62
128	FS	CLV	8	Personnel	Citizen Corps Council Mgt & Admin	1	$8,500.00	$8,500.00	CCP	Y	$0.00	$3,525,608.87	$23,782.62
129	FS	CLV	8	TR	Citizen Corps Council Mgt & Admin	1	$2,000.00	$2,000.00	CCP	Y	$0.00	$3,525,608.87	$21,782.62
130	FS	CLV	8	Equip	Citizen Corps Council Mgt & Admin	1	$2,500.00	$2,500.00	CCP	Y	$0.00	$3,525,608.87	$19,282.62

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID L. WASHINGTON [X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval authorizing the acceptance of a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY04 U.S. Office of Domestic Preparedness Law Enforcement Terrorism Prevention Program - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

This grant award from the Nevada Division of Emergency Management in the amount of $54,340.00 is for the City's homeland security preparedness projects. The source of this funding is the FY04 U.S. Office of Domestic Preparedness Law Enforcement Terrorism Prevention Program (LETPP). These are 100% federal funds, no match requirement.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Grant Award

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	City of Las Vegas	**PROJECT NO:**	97004LL4
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, NV 89101		
PROJECT TITLE:	ODP/04-Law Enforcement Terrorism Prevention Program LETPP	**FEDERAL GRANT FUNDS:**	$54,340.00
		MATCHING FUNDS:	
GRANT PERIOD:	6/2/2004 6/2/2005	**TOTAL:**	$54,340.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel		
Consultant/Contracts		
Travel		
Supplies/Operating		
Equipment	See attached spreadsheet	$54,340.00
Training		
Other		
TOTAL		$54,340.00

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL		SUBGRANTEE ACCEPTANCE	
Frank S. Siracusa, Chief		**Tim McAndrew, Emergency Management Officer**	
Name and Title of Appointing Official		Name and Title of Appointing Official	
X	6-8-04	X Oscar B. Goodman, Mayor	7-22-04
Signature of Approving Official	Date:	Signature of Approving Official	Date:

Form: OEM-001

APPROVED AS TO FORM:
7-2-04
DATE

Attest:

By
BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

ORIGINAL

STATE OF NEVADA
DPS - Division Emergency Management (DEM)
Clark County
2004 Office of Domestic Preparedness (ODP) Homeland Security Grant Program.

Funding Available:	Remaining Funding:	TOTAL ALLOCATED:
SHSP: $11,266,580	SHSP: $0	SHSP: $11,266,580
LETPP: $3,525,609	LETPP: $0	LETPP: $3,525,609
CCP: $240,897	CCP: $0	CCP: $240,897

LINE#	DISCIPLINE	ENTITY	PRIORITY	EQUIPMENT (Equip) TRAINING (TR) PLANNING (PLN) EXERCISE (EX)	ITEM	QTY:	UNIT COST:	TOTAL COST:	FUNDING SOURCE: SHSP, LETPP or CCP	FUNDED: (Y or N)	SHSP:	LETPP:	CCP:
											$11,266,579.77	$3,525,608.87	$240,896.62
147	LE	CLV	4	Equip	Barriers and Gates	2	$27,170.00	$54,340.00	LETPP	Y	$0.00	$951,338.87	$0.00

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FIRE & RESCUE
DIRECTOR: DAVID L. WASHINGTON [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with Mercy Air, Inc. for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact

[X]	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 Mercy Air, Inc. will facilitate the temporary transfer of radio equipment to enable interoperable communications between the air ambulance service's staff and other public safety agencies in the region. This equipment was acquired through the FY03 U.S. Department of Homeland Security Phase-II grant program.

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 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS

SECONDARY USERS AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of July 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 **MERCY AIR SERVICE, INC.**, 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, THERFORE, 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.

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 "A" 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 and/or communication technician authorized 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. 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.

B. Secondary Users will be responsible for the installation of the end user equipment into their schedule of facilities. Such installation will be performed by a vendor or technician authorized by the City. The Secondary Users will provide a technical representative to determine the physical location of the installation and any other technical assistance that may be required to complete the installation.

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 SNACC System Manager. 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 assessed for each radio activated onto the SNACC system provided through this Agreement. Both parties understand and agree that Secondary Users have an existing arrangement with SNACC regarding the annual user fee assessment and this Agreement does not supercede or interfere in any way with that existing arrangement.

SECTION III – OPERATIONS AND PROGRAMMING

A. The programming of all end user equipment provided through this Agreement shall be conducted exclusively by a technician authorized by the Communications Chief or SNACC System Manager. 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 for public safety communications between City agencies, other authorized Secondary Users and other SNACC member agencies in the Las Vegas region. Because the Secondary Users' air ambulance service area encompasses contiguous regions in southern Nevada and southern

California, both parties understand and agree that the end user equipment may also be used for interoperable communications with public safety agencies in those regions and the radios may be programmed accordingly. Use of the end user equipment for proprietary purposes 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 in the Las Vegas region. The Secondary Users are responsible to ensure its agents, employees and officers fully understand and abide by all applicable polices 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 authorized 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.

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. The purpose of this provision is to ensure information consistency regarding the ownership, distribution and use of the equipment acquired through a federal grant. 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. 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 authorized 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, or for any other reason that the City deems is in the best interest of service to the City. Removal and return of all end user equipment shall be scheduled and paid for 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 be 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:	Roy Cox, Program Director Mercy Air Service, Inc. 1670 Miro Way Rialto, CA 92376
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

Attest:

____

Barbara Jo Ronemus, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

MERCY AIR SERVICE, INC.

By: ______________________________

Rick Surgalla, Regional Vice-President

Richard Shurgalla

____

Date

APPROVED AS TO FORM:

______________________________ 6/2/04

Daniel Still, Deputy City Attorney

7/22/2004

Date

APPENDIX "A"

MERCY AIR, INCORPORATED
SCHEDULE OF FACILITIES
FOR RADIO EQUIPMENT INSTALLATION

Quantity	Description of Facility	Primary Address of Facility[1]
2	Mercy Air 7 (MA-7)	12998 Las Vegas Boulevard South Las Vegas, NV 89124
1	Mercy Air 11 (MA-11)	1197 Airport Road Boulder City, NV 89005
1	Mercy Air 21 (MA-21)	1541 E. Calvada Boulevard Pahrump, NV 89041
4	**TOTAL**	

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

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FIRE & RESCUE
DIRECTOR: DAVID L. WASHINGTON [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval authorizing the acceptance of a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY04 U.S. Office of Domestic Preparedness State Homeland Security Program - All Wards

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
This grant award from the Nevada Division of Emergency Management in the amount of $230,006.99 is for the City's homeland security preparedness projects for citizens. The source of this funding is the FY04 U.S. Office of Domestic Preparedness State Homeland Security Program (SHSP). These are 100% federal funds, no match requirement.

RECOMMENDATION:
Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:
Grant Award

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award

SUBGRANTEE:	City of Las Vegas	**PROJECT NO:**	97004HL4
ADDRESS:	500 N Casino Center Blvd. Las Vegas, NV 89101		
PROJECT TITLE:	ODP/04-State Homeland Security Program **SHSP**	**FEDERAL GRANT FUNDS:**	$230,006.99
		MATCHING FUNDS:	
GRANT PERIOD:	6/2/2004 6/2/2005	**TOTAL:**	$230,006.99

APPROVED BUDGET FOR PROJECT

CATEGORY	TOTAL PROJECT COSTS	
Personnel		
Consultant/Contracts		
Travel		
Supplies/Operating	See attached spreadsheet	$7,226.99
Equipment	See attached spreadsheet	$222,780.00
Training		
Other		
TOTAL		$230,006.99

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL		SUBGRANTEE ACCEPTANCE	
Frank S. Siracusa, Chief		Tim McAndrew, Emergency Management Officer	
Name and Title of Appointing Official		Name and Title of Appointing Official	
X Frank Siracusa	6-21-04	X Oscar B. Goodman, Mayor	7.22-04
Signature of Approving Official	Date:	Signature of Approving Official	Date:

Form: OEM-001

APPROVED AS TO FORM:
Larry G. Bettis 7-2-04
DATE

ORIGINAL

Attest:

By Beverly K Bridges
BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

STATE OF NEVADA
DPS - Division Emergency Management (DEM)
Clark County
2004 Office of Domestic Preparedness (ODP) Homeland Security Grant Program.

Funding Available:	Remaining Funding:	TOTAL ALLOCATED:
SHSP: $11,266,580	SHSP: $0	SHSP: $11,266,580
LETPP: $3,525,609	LETPP: $0	LETPP: $3,525,609
CCP: $240,897	CCP: $0	CCP: $240,897

LINE#	DISCIPLINE	ENTITY	PRIORITY	EQUIPMENT (Equip) TRAINING (TR) PLANNING (PLN) EXERCISE (EX)	ITEM	QTY:	UNIT COST:	TOTAL COST:	FUNDING SOURCE: SHSP, LETPP or CCP	FUNDED: (Y or N)	SHSP:	LETPP:	CCP:
											$11,266,579.77	$3,525,608.87	$240,896.62
77	EMA	CLV	13	Equip	Prime mover to transport equipment trailer	1	$75,711.00	$75,711.00	SHSP	Y	$673,206.87	$3,525,608.87	$240,896.62
78	EMA	CLV	13	Equip	Equipment trainer	1	$76,400.00	$76,400.00	SHSP	Y	$596,806.87	$3,525,608.87	$240,896.62
79	EMA	CLV	13	Equip	Portable Kennel (caging)	1	$12,669.00	$12,669.00	SHSP	Y	$584,137.87	$3,525,608.87	$240,896.62
80	EMA	CLV	13	Supplies	Diagnostic equip, disposal supplies, cleaning/disinfectants	10	$722.70	$7,226.99	SHSP	Y	$576,910.88	$3,525,608.87	$240,896.62
89	EMA	CLV	16	Equip	Emergency notification system upgrade (Reverse 9-1-1)	1	$58,000.00	$58,000.00	SHSP	Y	$475,780.88	$3,525,608.87	$240,896.62

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: FIRE & RESCUE
DIRECTOR: DAVID L. WASHINGTON [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Designated Services Agreement between the City of Las Vegas and LVE, LLC, to perform special inspection services for the construction of Fire Station #8 located at Mojave Road and Harris Avenue ($82,000 - Capital Projects Fire & Rescue) - Ward 3 (Reese)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $82,000
[X]	**Budget Funds Available**	**Dept./Division:** Fire & Rescue/Suppression
[ ]	**Augmentation Required**	**Funding Source:** Capital Projects Fire & Rescue

PURPOSE/BACKGROUND:
The City of Las Vegas is replacing existing Fire Station #8 with a new prototype fire station. The designated services for special inspections is required for the construction of the building.

RECOMMENDATION:
Approve the negotiated Designated Services Agreement between the City of Las Vegas and LVE, LLC in the amount of $82,000 and approve an additional services contingency reserve of $8,000.

BACKUP DOCUMENTATION:
Designated Services Agreement with LVE, LLC

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

DESIGNATED SERVICES AGREEMENT
FOR
SPECIAL INSPECTION

THIS AGREEMENT is made and entered into this 21 day of July, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and LVE, LLC, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the **NEW FIRE STATION #8, MOJAVE AND HARRIS** (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing **SPECIAL INSPECTION** hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed pursuant to Chapter 623, 623A, or 625 as required for the services to be provided, of the Nevada Revised Statutes within the State of Nevada, and posses the special knowledge, skills and expertise 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 ***Description of Consultant's Services.*** The Consultant hereby agrees to provide **SPECIAL INSPECTION** set forth in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals) attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted standards in the profession for **SPECIAL INSPECTION**

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications 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 or 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 ***Designation of Consultant's Representative.*** The Consultant's Representative is hereby designated as **DANIEL E. CAMPBELL PE**, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. 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.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the 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 Director of Public Works or his authorized representative is hereby designated **SAMUEL D. TOLMAN** 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 Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports furnished by the Consultant within twenty-one (21) days of receipt of such documents.

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. The City shall provide Access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The Director of Public Works or his authorized representative may at any time, by written order, make changes 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 in the cost or time required for the Consultant 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, or in the time of performance under Section Eight, or both, and this 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. If final payment is made to the Consultant, the Consultant waives 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 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
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

(i). The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant 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 subconsultant shall have no more rights against the City than that of the Consultant.

(iii). The subconsultant 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.

(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 this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (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, the City agrees to set aside sufficient funds to compensate the Consultant for Basic Services.

7.02 ***Compensation: Basic Services.*** For the services set forth in **Exhibit "A"**, the City shall compensate the Consultant a fixed Fee in the amount as set forth in **Exhibit "D"** (Fee Breakdown), which shall be paid pursuant to monthly invoices.

7.03 ***Compensation: Additional Services.*** For any services not set forth in **Exhibit "A"** (Scope of Services), the City shall pay to the Consultant a sum based upon the hourly fees set forth in **Exhibit "E"** (Consultant's Hourly Rate Schedule), provided prior approval for such services is given in writing by the City's Representative.

7.04 ***Invoice.*** The Consultant may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager, within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice, within a period of (60) days. If the payment period exceeds sixty, (60) days, the Consultant will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Consultant.

7.05 ***Retainage.*** Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retainage may be increased as provided in Section 8.02 of this Agreement.

7.06 ***Right to Off-Set.*** The City's Representative may subtract or offset from any unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. 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 errors or deficiencies 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 ***Final Payment and Release of Retainage.*** Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required hereunder according to the schedule ("Consultant's Performance Schedule") set forth in **Exhibit "C"**. The Consultant shall respond to a request to perform a testing within a reasonable time the request is received from the City's Representative. The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact City's Representative while onsite. The Consultant shall deliver test results to the City in accordance with the times outlined in **Exhibit "C"**. If the performance of services is delayed or test results are not delivered in the time period as outlined in **Exhibit "C"**, the Consultant shall notify the City's Representative in writing of the reasons for the delay.

8.02 ***Increase in Retainage.*** If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the Consultant has complied with the Performance Schedule or presented an acceptable plan for such compliance.

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. 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 for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

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 three (3) business 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.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the Consultant either (i) faxes a copy of the notice to the Consultant to the fax number provided in Section 10.18, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. 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 ***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 should 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, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, 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, finish this Agreement by such means as the City may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by 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 costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the City's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all 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.***

A. The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. In the event of the completion or termination of this Agreement, the City reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new Consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the City's sole risk.

B. The City retains contractual rights to all design concepts developed by the Consultant.

C. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Workmen's Compensation Insurance.*** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance.*** Such insurance shall protect 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 Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance (Errors and Omissions Coverage).*** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, 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.

D. ***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, and with respect to its Comprehensive General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. To provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. ***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 $200,000 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.

F. ***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 that coverage is "claims made" 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.

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 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 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 is 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 Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the City. If the Consultant 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 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 able to furnish the plant, tools, materials, supplies, equipment and labor, 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.

(iii). That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement.

(iv). That the Consultant 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"** (Disclosure of Ownership/Principals) 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 fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement 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 each Project, the Consultant 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 (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY:

Samuel D. Tolman
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

TO CONSULTANT:

Daniel E. Campbell PE
LVE, LLC
1 Cactus Garden Dr. #A-7
Henderson, NV 89014

Phone: (702) 456-3806 Fax: (702) **496-9403**

10.19 ***Prohibition Against Contingent Fees.*** The Consultant 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 furnished 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 the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be 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 hereunder, the Consultant shall proceed diligently with the performance of 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 shall constitute 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, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. 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 Joiner.*** 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 irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joiner 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. None of the time provisions imposed under Subsection C and D 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 for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other 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 from subsequently arbitrating that particular claim, dispute or other matter.

E. ***Arbitration of Claim.*** The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, 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, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

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 and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the Nevada Arbitration Association or the American Arbitration Association or as agreed by the parties. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

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 ***Agreement Version.*** This Agreement consists of the City's standard provisions updated as of January 12, 2001.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By____________________
Oscar Goodman, Mayor

ATTEST

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

APPROVED AS TO FORM

________________ 7/5/04
Deputy City Attorney Date

CONSULTANT

By____________________ pres LVE, LLC
Daniel E. Campbell PE, LVE, LLC

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " CONSULTANT'S PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " CONSULTANT'S HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

GENERAL. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference herein, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement (except that under no circumstances shall the scope shall be limited to less than the requirements of the City of Las Vegas Department of Building and Safety), to avoid re-typing standard schedules of hourly rates for personnel, rates for material tests, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments are to be ignored in connection with this Agreement, even if such attachments are signed by the parties to this Agreement.

Testing and sampling operations shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other standard testing methods and procedures, and as necessary to produce the information required for the reports. Report all laboratory determinations.

The Consultant, at no additional cost, shall properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges shall be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

The Consultant acknowledges that they have thoroughly reviewed the scope of work of this Agreement with the City of Las Vegas Department of Building and Safety and all governmental regulatory authorities, have included all requirements of these authorities in the Fee shown in Exhibit "D", and hereby waives any right to claim additional compensation for any reason caused by these regulatory authorities.

CONTRACTOR. The Consultant does hereby acknowledge, understand and agree that the construction means, methods, and scheduling of the individual trades involved in the Project are under the control of the Contractor and not the City, and that the Consultant is required to coordinate with the Contractor in performance of this Agreement regardless of how the Contractor chooses to schedule the work, or what means and methods the Contractor chooses to utilize, and that the Consultant is experienced in the work of this Agreement and the type of construction shown in the Project documents, and that the Consultant has thoroughly reviewed all of the available documents for the Project, visited the site, and will perform the services of this Agreement without an increase in compensation from the City for any construction conflicts, problems or delays encountered in regard to the Contractor, subcontractors, workers, construction type, construction schedule, construction means and methods, site parking, site office, site utilities, and all other construction conditions that are under the control of the Contractor.

SPECIAL INSPECTION SCOPE OF WORK. The Consultant shall provide the complete scope of Special Inspection and testing services required by the City of Las Vegas Department of Building and Safety for the Project and any additional special inspection indicated in the Project drawings and specifications. The required scope of work, duties, responsibilities, and reporting submittals are contained in, but not limited to, the City of Las Vegas Department of Building and Safety Special Inspection Guidelines SI-1 form, the Special Inspection Agreement SI-3 form, the Scope of Work SI-6 form, the currently adopted International Building Code 2003 including Chapter 17, the building permit drawing set for the Project stamped and noted by the Building Department and reserved for the on-site use of the Special Inspector, as well as all qualifying documentation, agreements, and requirements set forth between the City of Las Vegas Department of Building and Safety and the Consultant, the Consultant's subconsultants, and the individual professionals representing the Consultant. The work of the special inspector includes the observation of all testing required by the Building Department for the Project.

The scope of work also includes all necessary work in providing the following reports, as required and acceptable to the appropriate City of Las Vegas regulatory authorities:

1. Final Grading Report(s), On and off site.
2. Pad Certification Report(s), and Pad Re-certification Report(s) as required.
3. R-Value Verification Report for off-site construction.
4. Select Backfill Letter for off-site trenching backfill material.

The Consultant does represent that they are an Approved Special Inspection Agency as qualified by the City of Las Vegas Department of Building and Safety, and that they will remain so during the term of this Agreement. If the Consultant is removed from this qualified list, or otherwise limited in performing their duties and responsibilities under this Agreement, the Consultant does hereby agree to subcontract their responsibilities to a properly qualified consultant at no additional cost to the City. The City shall have the right to approve any such subconsultant prior to their use.

MATERIAL TESTING SCOPE OF WORK. In addition to the material testing included in the Special Inspection Scope of Work SI-6 form and as otherwise required by the City of Las Vegas Department of Building and Safety, the Consultant shall provide the following material testing for the Project, each of which is more fully described in the Project Documents:

1.
2.
3.

ı addition to the material testing more fully described in the Project Documents, the Consultant shall also provide the following additional material .esting:

1.
2.

CONSULTANT REPORTING.

In addition to the reports required by the material testing sections of the Project Documents and the daily, weekly, and final report requirements for Special Inspection requirements by the City of Las Vegas, Department of Building and Safety, the Consultant shall immediately report verbally and in writing to the City Representative any:

1. Testing or inspection that fails specifications or requirements (non-conforming items).

2. Missed testing or inspections, including periodic inspections when continuous was required.

3. Testing where there is a reasonable doubt that the future test results may not meet the specifications.

4. Construction that proceeds without the required testing or inspection.

5. Construction that proceeds after uncorrected failed test results or doubtful future results.

6. Construction that is not in compliance with the Project Documents.

7. Structural failure or collapse.

8. Disciplinary actions taken by the Building Department against the Consultant or Contractor.

9. Daily reports shall note the following minimum information for the City's use on each report:
    a. Whether inspection was Continuous or Periodic.
    b. Time Beginning Inspection.
    c. Time Ending Inspection.
    d. Total Hours spent inspecting for the day.
    e. List of Non-conforming Items not yet corrected, inspected, and approved at the end of the day.

CONSULTANT LIMITATIONS.

The Consultant is NOT authorized to do any of the following:

1. To inspect or approve any work for which the building permit has not been issued;

2. To inspect or approve or otherwise authorize any work to commence before the Building Department has made the initial inspection;

3. To inspect or approve any work other than that for which they are specifically certified;

4. To accept alternative materials, structural changes, or revisions to plans without approval by the City and Building Department.

5. Any act or statement to the Contractor that leads the Contractor to claim a change in price or schedule.

RE-INSPECTION and RE-TESTING.

Re-inspection and re-testing services shall be considered Additional Services as provided for in this Agreement. The Additional Services requirement for pre-authorization in writing shall be waived for a re-inspection and re-testing if: 1) the re-inspection and re-testing is required by the Department of Building and Safety, and 2) it is not reasonable to require the pre-authorization without impacting the Project schedule, and 3) the Consultant provides itemized detailed records of the re-inspection and re-testing performed to the City and the Contractor within 24 hours of performing each service.

. he Consultant agrees to cooperate with the Contractor in providing re-testing and re-inspection services as required by regulatory authorities and as requested by the Contractor, and to invoice the Contractor directly for such services no less frequently than monthly and at the same rates and conditions as the terms of this Agreement. Prior to providing each re-inspection and re-testing service, the Contractor shall sign a Consultant prepared notice stating that the re-inspection and re-testing is being performed at the request of the Contractor. If the Contractor refuses to sign any such notice or notes a disagreement on the notice along with the signature, the Consultant shall continue providing services as required by the "Continued Service" provisions of Exhibit "E", although the City shall not be obligated to compensate the Consultant for such services if the re-inspection and re-testing service claim is invalid as defined herein.

The Consultant shall timely notify the City in writing should the Contractor fail to compensate the Consultant for any re-inspection and re-testing services, so that the City can make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. Should the Consultant fail to provide such notification of non-payment to the City the earlier of: 1) 60 days after providing the service, or 2) 30 days after Substantial Completion of the Project excepting those services performed after Substantial Completion, the claim for such service shall be invalid and no compensation shall be paid to the Consultant.

Re-inspection and re-testing claims shall also be invalid and no compensation shall be paid to the Consultant if one or more of the following events occur: 1) the Consultant fails to note the circumstances and reasons for each failure to obtain the Contractor's signature on the notice requesting service in their itemized detailed records of the re-inspection and re-testing, or 2) the Consultant fails to provide records on a daily "as performed" basis or in sufficient detail to evaluate the claim, or 3) the need for such service is caused in whole or part by the actions or inactions of the Consultant, or the Consultant's failure to fulfill their duties with the Department of Building and Safety, regardless of whether such duties or failure is specifically referenced by this Agreement, or 4) the Consultant fails to either gain pre-authorization in writing by the City or fails to meet the conditions for waiver of the pre-authorization as provided for herein.

	CITY OF LAS VEGAS BUILDING AND SAFETY DEPARTMENT SPECIAL INSPECTION AGREEMENT (SI-3)

To permit applicants of projects requiring special inspection and/or testing per Chapter 17 of the 2003 International Building Code (IBC)

Project Name/Address: City of Las Vegas Fire Station #8 **Plans Check number:**_C-139-04___
________________________________Las Vegas, Nevada________ **Application number:** ___________
Name of City of Las Vegas Inspection Supervisor: ____

BEFORE A PERMIT CAN BE ISSUED: The Owner or Owner's agent shall obtain Special Inspection services from a special inspection agency approved by the City of Las Vegas. The owner, or owner's agent shall complete two (2) copies of this agreement and the attached scope of work for special inspections.

APPROVAL OF SPECIAL INSPECTORS: Each special inspector shall be approved by the Building Official prior to permit issuance and prior to performing any duties. Each special inspector shall submit his/her qualifications to the Building Official. Special inspectors shall display approved identification, as stipulated by the Building Official, when performing the function of a special inspector.

Special inspection and testing shall meet the minimum requirements of IBC chapter 17. Special inspectors shall have certifications by International Code Council (I.C.C.) or other entities approved by the Building Official, or shall be licensed design professionals (civil or structural engineers) in the State of Nevada.

All sections and chapters are from the 2003 International Building Code.

All periodic inspections shall be in conformance with chapter 17. All periodic inspections shall be approved by the Building Official.

A. Duties and Responsibilities of the Special Inspector and Special Inspection Agency:

1. Observe work

The special inspector shall observe the work for conformance with the building and safety department approved (stamped) design drawings and specifications and applicable workmanship provisions of the IBC. Architect/engineer-reviewed shop drawings and/or placing drawings may be used only as an aid to inspection.

2. Report non-conforming items

The special inspector shall bring non-conforming items to the immediate attention of the contractor and note all such items on the daily report. If any item is not resolved in a timely manner or is about to be incorporated in the work, the special inspector shall immediately notify the building and safety department by telephone or in person, notify the engineer or architect and post a discrepancy notice.

3. Furnish Daily reports

On request, each special inspector shall complete and sign both the special inspection record and the daily report form for each day's inspections to remain at the job site with the contractor for review by the building and safety department's inspector.

4. **Furnish weekly Reports**

The special inspector or inspection agency shall furnish weekly reports of tests and inspections directly to the building and safety department, project engineer or architect, and others as designated. These reports must including the following:

a. Description of daily inspections and tests made with applicable locations;
b. Listing of all non-conforming items;
c. Report on how non-conforming items were resolved or unresolved as applicable; and
d. Itemized changes authorized by the architect, engineer and building and safety department if not included in non-conformance item.

5. **Furnish final report**

The Special inspector or inspection agency shall submit a final signed report to the Building and Safety Department stating that all items requiring special inspection and testing were fulfilled and reported and, to the best of his/her knowledge, in conformance with the approved design drawings, specifications, approved change orders and the applicable workmanship provisions of the IBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e., missed inspections, periodic inspections when continuous was required, etc.) shall be specifically itemized in his report. Final report shall be reviewed, signed and stamped by the principal of the special inspection agency who is a registered design professional (civil or structural engineer) in the State of Nevada.

B. Contractor's Responsibilities

1. **Notify the special inspector**

The contractor is responsible for notifying the special inspector or agency regarding individual inspections for items listed on the attached schedule *and* as noted on the building and safety department approved plan. Adequate notice shall be provided so that the special inspector has time to become familiar with the project.

2. **Provide access to approved plans**

The contractor is responsible for providing the special inspector access to approved plans at the job site.

3. **Retain special inspection records**

The contractor is also responsible for retaining at the job site all special inspection records submitted by the special inspector, and providing these records for review of the building and safety department's inspector upon request.

4. **Seismic force resisting systems, designated system or component**

Each contractor responsible for the construction of a seismic force resisting system, designated seismic system, or component listed in the quality assurance plan shall submit a written contractor's statement of responsibility to the Building Official and to the Owner prior to commencement of work on the system or component (see section 1705.3).

C. Engineer of Record's responsibilities:

1. Specify on the project plans and specifications all items requiring special inspections, including periodic inspections in accordance with chapter 17.
2. Prepare a quality assurance plan for the design of each designated seismic system in accordance with section 1705.2.
3. Conduct structural observations as required by section 1709. All final reports to be submitted to the Building Official.

D. Owner's responsibilities:

1. Obtain and fund special inspection services by contract with an *Agency* approved by the City of Las Vegas.
2. Submit the signed SI-3 and SI-6 to the Building Official prior to permit issuance
3. Obtain and fund structural observation by engineer of record as required by section 1709.

E. SCOPE OF WORK:

All work falling within the categories identified on the attached addendum (SI-6) shall be inspected and/or tested in accordance with the provisions of chapter 17 of the International Building Code.

F. No testing services will be performed by the City of Las Vegas. The owner or owner's agent is responsible for obtaining all testing services from a testing agency approved by the Building Official. The special inspector shall observe the testing work.

. have read and agree to comply with the terms and conditions of this agreement.

Owner: City of Las Vegas — **Date:** 7-7-04

By: ______ — Print Name: Samuel D. Tolman

Special Inspection Agency:
LVE, LLC — **Date:** 7-7-04

By: ______ Pres. LVE, LLC — Print Name: Dan Campbell

Contractor: — **Date:** ______

______

By: ______ — Print Name: ______

Sub-consultant: — **Date:** ______
(If any) ______

By: ______________________________________ Print Name: _______________________________

Engineer(s) of Record (Building): **Date:** ____________________________________
______Engineering Structural Solutions

By: ______________________________________ Print Name: ___Greg Meyer__________________

Names of Special Inspectors:
(Indicate scope of work)

Prime Agency_______Tim Nelson and John Boylan______________________________________

____

____

Subconsultant____

____

The Prime Agency accepts full responsibility for the work, actions and performance of the sub consultant.

RECEIVED FOR THE CITY OF LAS VEGAS' BUILDING AND SAFETY DEPARTMENT

By: ____ Date: ____________________________

Structural Plans Examiner

CITY OF LAS VEGAS — City of Las Vegas' Plans Check No. __C-139-04____

2003 I-CODES — Application No. ________________

(SI-6)

SCOPE OF WORK

Includes all types of work listed under IBC Sections 1704 to 1709.
NOTE: CLV Structural Plans Examiner will fill out this form.

SIA = Special Inspection Agency to perform inspection

CLV = City of Las Vegas staff to perform inspection
To schedule CLV Inspections, call 229-2071;
To schedule CLV Express Inspections, call 229-5112

Req = Required inspection ***if marked with X***

	1.	**SIA Steel Construction (Table 1704.3)**
X	a.	SIA Material verification
X	b.	SIA Welding
	c.	SIA Details of steel frames
X	d.	SIA High strength bolting
X	e.	SIA Manufacturer's certificate of compliance
X	f.	SIA Verification of approved fabricator
X	g.	SIA Bearing and Base Plate Grouting
	2.	**SIA Concrete Construction (Table 1704.4)**
	a.	CLV Materials
	b.	CLV Reinforcing steel
	c.	SIA Prestressing steel
	d.	CLV Bolts in concrete
	e.	SIA Shot Crete
	f.	SIA Prestressed concrete
	g.	SIA Erection of precast concrete members
	h.	CLV Slab-on-grade, except ____________
	3.	**SIA Masonry Construction**
	a.	SIA Level 1 Special Inspections (Table 1704.5.1)
X	b.	SIA Level 2 Special Inspections (Table 1704.5.3)
	4.	**CLV Wood Construction**
	a.	CLV Verification of approved fabricator for prefabricated wood structural elements.
	b.	CLV Fabrication of high load diaphragms (sheathing, nailing, fastening, framing)
	5.	**SIA Soils**
X	a.	SIA Site preparation

X	b.	SIA Fill placement
X	c.	SIA In-Place density
X	d.	SIA Special Excavation, grading and filling
	6.	**SIA Pile Foundations**
	7.	**SIA Pier Foundations**
	8.	**SIA Sprayed Fire Resistant Materials (Section 1704.11)**
	9.	**SIA Exterior Insulation and Finish Systems (EIFS)**
	10.	**Special Cases:**
	a.	CLV Rebar/Bolt in epoxy grout
	b.	CLV Hold-down substitution in tension
	c.	SIA Rock retaining walls (Rock placement, rock size, footing, embedment, drainage, backfill, compaction, filter fabric, batter, slope and other items specified by engineer of record).
	d.	CLV Expansion anchors, embedded plates
	e.	SIA Others
	11.	**CLV Smoke Control (To be approved by City of Las Vegas Fire Dept.)**
X	**12.**	**EOR Quality Assurance Plan by Engineer of Record (Section 1705)**
	13.	**Special Inspections for Seismic Resistance**
X	a.	SIA Structural steel
X	b.	SIA Structural welding
	c.	CLV Structural wood
	c1.	CLV Field Gluing
	c2.	CLV Nailing, bolting, anchoring, fastening
	c3.	CLV Drag struts
	c4.	CLV Braces
	c5.	CLV Hold-downs
	c6	Shear walls and diaphragm nailing, anchoring, bolting and fastening
X	d.	CLV Cold formed steel framing
	e.	CLV Storage racks over 8 ft and access floors
	f.	SIA Architectural components
	1.	SIA Exterior cladding
	2.	CLV Interior and exterior non-bearing walls
	3.	SIA Interior and exterior veneer
	g.	CLV Mechanical and electrical components
	g1.	CLV Component inspection
	g2.	CLV Component attachment and testing
	g3.	CLV Component manufacturer certification
	14.	**Structural Testing for Seismic Resistance**
	a.	SIA Masonry level 1

X	b.	SIA Masonry level 2
X	c.	SIA Seismic force resisting systems
X	d.	SIA Reinforcing and prestressing steel
X	e.	SIA Structural steel
	15.	**Mechanical and Electrical Equipment Seismic Resistance Testing**
	a.	CLV Manufacturer's certificate of compliance on anchorage
	b.	CLV Inspection of anchorages and labels
X	**16.**	**EOR Structural Observation by Engineer of Record (Section 1709)**
	17.	**SIA Amusement Rides**
	a.	SIA Construction inspection and testing
	b.	SIA Operation and maintenance inspection and testing
	c.	SIA Non-destructive testing
	18.	**SIA Other Inspections**
	19.	**SIA Scope of Work in Structural Plans**

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

The Consultant shall provide the following submittals:

SPECIAL INSPECTION. Provide reports and other submittals as required by the Building Department. Provide one (1) duplicate copy concurrent with each Building Department submittals to the Office of Architectural Services City Representative, stamped, signed and dated by the licensed engineer of record.

MATERIAL TESTING. Five (5) copies of any reports, stamped, signed and dated by the licensed engineer of record.

All reports shall be on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

It is understood that the City may produce and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF EXHIBIT "B"

EXHIBIT "C"

CONSULTANT'S PERFORMANCE SCHEDULE

The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

Subject to any limitations stated in the Consultant's proposal, the specified services shall be completed as the Project progresses and reports delivered to the City within Thirty (30) calendar days of the inspection and testing, barring circumstances beyond the Consultant's control that force a delay.

The Consultant shall respond to a request to perform an inspection or test with Twenty Four (24) Hours from the time the request is received from the City's Representative.

The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact the City's Representative while on-site.

Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property.

The Consultant shall provide the required services until the Project is completed. Except as provided for in Paragraph 10.01 Suspension, additional compensation shall not be allowed should the completion date of the Project extend beyond the completion date anticipated.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

The Fee(s) for Basic Services are:

PHASE	FEE	REMARKS
Special Inspection & Material Testing	$82,000.00	Includes all requirements for IBC 2003
TOTAL FEE	**$82,000.00**	

THE FEE FOR BASIC SERVICES IS A STIPULATED FIX FEE SUM. The Consultant does hereby acknowledge, understand and agree that although the Consultant may have estimated the number of hours required to complete the services required by this Agreement, the actual number of hours required to complete the services may vary more or less from the estimate and that the Consultant shall not claim additional compensation for more hours or return compensation for fewer hours expended.

Progress payments shall be invoiced and paid based on the percentage of the total scope of work completed compared to the total Fee and **NOT BASED ON THE NUMBER OF HOURS EXPENDED.**

Reference the "Compensation and Terms of Payment" section of this Agreement for retainage requirements.

END OF EXHIBIT "D"

EXHIBIT "E"

CONSULTANT'S HOURLY RATE SCHEDULE

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of this Agreement and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal Engineer	$130.00
Project Manager	$130.00
Engineer	$130.00
Technician/CADD Operator	$65.00
Clerical	$35.00

MATERIAL TESTING RATES The cost of standard tests attached to this Agreement, or if no schedules are attached as otherwise provided by the Consultant as of the date of this Agreement, are to be used as the basis for negotiation of Additional Services. These testing rates are valid for the duration of this Agreement and include labor costs for the test, overhead, administration and profit.

ADDITIONAL SERVICES None authorized or anticipated as of the date of this Agreement.

Pre-authorized. Except as otherwise provide in this Agreement, if Additional Services are not pre-authorized by the City in writing, the City shall be under no obligation to pay for any such services provided.

Continued Service. If a fee cannot be negotiated for Additional Services required by the Department of Building and Safety, or some other disagreement arises between the parties to this Agreement, or other event occurs that threatens to disrupt the Project schedule, regardless of the causes, the Consultant agrees to act in the best interest of the Project and to timely perform services as may be required by the Department of Building and Safety, independent of any dispute or claim, which shall be resolved in accordance with the terms of this Agreement.

Records. The Consultant shall maintain and provide to the City itemized detailed records for each Additional Service including the names of personnel, date and hours worked, tasks completed, area of the Project under construction, scope of work on the SI-6 form as appropriate to the service, whether the service required a special trip to the site or was performed in addition to already scheduled on-going work on the site, and other information as may reasonably be required by the City to properly evaluate the services performed. In addition, to evaluate Additional Services provided or claimed, the City may required the Consultant to provide this same level of detail for other work being performed by the Consultant concurrent with, adjacent to, or otherwise related to the Additional Services under consideration.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement.

If the City requests additional copies of any reports beyond those required by this Agreement, they shall be considered a Reimbursable Expense.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Samuel D. Tolman

PROJECT REPRESENTATIVE: Glenn Rinehimer

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: **Daniel E. Campbell** PE

INSPECTORS: **Tim Nelson & John Boylan**

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

MATERIELS TESTING:

OTHER:

END OF EXHIBIT "F"

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	**Contracting Entity**
Name	LVE, LLC.
Address	1 Cactus Garden Drive, Suite A-17 Henderson, NV 89014
Telephone	702/456-3806
EIN or DUNS	

Block 2	**Description**
Subject Matter of Contract/Agreement:	Special Inspection Services
RFP #:	

Block 3	**Type of Business**		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Limited Liability 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.	DMH TRUST	4600 E. Sunset # 168, Henderson, NV	702/612-0999
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.

Dan Campbell Dan Campbell, PRESIDENT
Name

7-7-04
Date

Subscribed and sworn to before me this 7th day of July, ~~2002~~ 2004

Rosemary E. Hall
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSEMARY E. HALL
Appt. No. 97-4175-1
My Appt. Expires Oct 8, 2005

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Excess Workers' Compensation Insurance Coverage for FY2004-2005 ($499,753 - Workers' Compensation Self-insured Trust)

Fiscal Impact

[ ] No Impact
[X] Budget Funds Available
[ ] Augmentation Required

Amount: $499,753.00
Dept./Division: Human Resources/Insurance Svcs
Funding Source: Workers' Compensation Self-insured Trust

PURPOSE/BACKGROUND:
Chapter 616 of the Nevada Revised Statutes requires that all self-insured employers maintain excess workers' compensation insurance coverage. The premium for this coverage is based on a self-insured retention limit of $4,000,000 per claim and is priced using the City's estimated annual payroll. The annual premium for this year (7/1/04-7/1/05) will be $499,753, based on a projected payroll of $207,843,699 at an annual rate per $100 in payroll of $0.2404.

RECOMMENDATION:
It is recommended that the payment of the FY04/05 premium for excess workers' compensation coverage to Marsh, Inc.,be approved.

BACKUP DOCUMENTATION:
Insurance Summary

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

ace usa

ACE USA
ARM Excess WC
Routing 19F
Two Liberty Place
1600 Chestnut Street
Philadelphia, PA 19103
(215) 640-2571 fax
www.ace-ina.com

Excess Workers Compensation Binder

June 29, 2004

Producer: Marsh USA, Inc.

Insurer: ACE American Insurance Company

Policy Number: WCL C42791866

Account: City of Las Vegas

States: Nevada

Policy Period: 07/01/04 – 07/01/05

Limits:

Workers Compensation: $50,000,000

Employers Liability: Each Accident: $1,000,000
Each Employee for Disease: $1,000,000

Estimated Payroll for 2004 policy year: $207,843,699

SIR for WC and EL Combined: $4,000,000 each accident / each employee for disease
Premium: $499,753
Rate per $100 of Payroll: .2404

Coverages: Per ACE Specific Excess Workers' Compensation and Employers' Liability Policy
Loss and Expense Adjustment Endorsement – ALAE Included

JUN 29 2004
Las Vegas, NV

Payment Plan: Premium is due on full at inception

Audit: 95 % Minimum

TPA: Self-Administered

Attachments: Terrorism Insurance Act Notification

City of Las Vegas Agenda Item No. 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: LEISURE SERVICES

DIRECTOR: BARBARA P. JACKSON, DPA [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of grant award in the amount of $10,000 from the State Bar of Nevada to the Senior Citizens Law Project for developing Public Service/Law Related Activities ($10,000 - Special Revenue Fund) - All Wards

Fiscal Impact

[ ]	**No Impact**	**Amount:**	$10,000
[ ]	**Budget Funds Available**	**Dept./Division:**	Leisure Services/Sr. Programs
[X]	**Augmentation Required**	**Funding Source:**	Special Revenue Fund

PURPOSE/BACKGROUND:

The State Bar of Nevada grant awarded to the City of Las Vegas Senior Citizens Law Project shall be used to develop public service/law related activities throughout the senior community. Monies will be used for the following law related activities: Consumer Fraud Awareness Event, Nevada Health Care Planning Day as well as educational and informative legal seminars relating to buying a new car, buying a used car, car repair issues, the probate process, landlord/tenant law and end-of-life decision making.

RECOMMENDATION:

Staff recommends City Council approval.

BACKUP DOCUMENTATION:

1. Copy of $10,000 check from the State Bar of Nevada
2. Grant Application

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER • SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES

08107

STATE BAR OF NEVADA
OPERATING ACCOUNT
600 EAST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89104
702-382-2200

BankWest of Nevada
2700 West Sahara Ave.
Las Vegas, NV 89102
(702) 248-4200

94-177/1224

PAY *TEN-THOUSAND-DOLLARS-AND-NO-CENTS***********

DATE	CHECK NO.	AMOUNT
6/22/04	8107	***10,000.00

TO THE ORDER OF

City of Las Vegas, Senior
Citizens Law Project

TWO SIGNATURES REQUIRED OVER $2,000

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈008107⑈ ⑆122401778⑆ 0120067374⑈

STATE BAR OF NEVADA Operating Account 600 East Charleston Boulevard Las Vegas, Nevada 89104 702-382-2200

08107

DATE	INVOICE NO.		GROSS AMOUNT	DISCOUNT	NET AMOUNT
6/22/04	062204 SBN PSLRAG Grant	23708	10,000.00		10,000.00
	3858City of Las Vegas, Senior				10,000.00

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORD

REMITTANCE ADVICE

28

STATE BAR OF NEVADA
PUBLIC SERVICE/LAW RELATED ACTIVITIES
GRANT PROGRAM

APPLICATION

Date: March 20, 2004

Organization Name: City of Las Vegas Senior Citizens Law Project

Organization Officers: Project Administrator: Sheri Cane Vogel
Advisory Board Members:

- **DISTRICT COURT JUDGE VALERIE P. ADAIR**
- **KIMBERLY MALLOY**
- **ROY THOMAS**
- **JACKIE SEIP, Executive Assistant for Nevada School of Pharmacy**
- **ATTORNEY ROBERT CERCEO**
- **PAM DALINIS, Assistant Executive Director for NV Center for Ethics and Health Policy**
- **JANICE MILLER**
  Liaison to SENATOR HARRY REID
- **MARY JO GREENLEE, Executive Director for EOB of Clark County**
- **MAE KIPNIS**

How many members in your Organization? Total Full-time Staff: 8

1 Project Administrator/Attorney; 2 Elder Law Attorneys; 2 Paralegals; 1 Legal Secretary; 1 Office Specialist II; 1 Office Specialist I; 1 Part-time Clerk/Specialist

Contact person for this project (please include phone number, mailing and e-mail address).

Contacts: Project Administrator: Sheri Cane Vogel, Esq.
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-6596
svogel@lasvegasnevada.gov

Secretary: Christy Beckwith
400 Stewart Avenue
Las Vegas, NV 89101
(702) 229-2510
cbeckwith@lasvegasnevada.gov

Description of proposed project: (You may attach additional sheets explaining your project if you feel further information is necessary for consideration of your project.)

To present preventative legal informational seminars to residents of Clark County, 60 years of age and older relative to limited legal issues, including but not limited to:

- **Presenting seminars in the community aimed at educating seniors about potential fraud/scams related to investments, signing a contract and general deceitful consumer practices (we will ask members of the private bar to assist in providing pro bono services at these presentations). We will also provide free refreshments, printed materials and promotional items (jar openers, pens, magnets bearing the SCLP's phone number) to all attendees of this event;**

  Projected Cost: $3,000

- **Presenting educational and informative seminars relating to buying a new car, buying a used car, car repair issues, the probate process, landlord tenant law and end-of-life decision making. We will also provide free refreshments, printed materials and promotional items (jar openers, pens, magnets bearing the SCLP's phone number) to all attendees of this event;**

  Projected Cost: $3,000

- Co-hosting large health care planning/end-of-life decision making event entitled *NV Health Care Planning Event – Senior Seminar* with the NV Center for Ethics and Health Policy on an annual basis. In the past, the SCLP and the NCEHP has held large events focused at educating the senior population of the importance of planning for incapacity. The past events have had yielded several hundred seniors. The private bar has been very accommodating in providing pro bono services to the seniors present at this event. In 2003, the event hosted 25 health care vendors and 10 members of the local bar association. The SCLP's 2004 health care event, scheduled to be held on April 22, 2004, currently has 10 members of the bar listed to participate and 40 medical related vendors. This event is always offered free of charge. All seniors in attendance will be given free breakfast, lunch and entertainment, while being informed of the importance of preparing Advance Directive documents.

Projected Cost of Event: $10,000

- In addition to providing the above-mentioned preventative/informative seminars, the Senior Citizens Law Project needs to print a comprehensive brochure describing its services available, general information relative to former clients for which it has provided assistance resulting in favorable outcomes as well as bright colorful photos to capture the attention of the public. Currently, due to budget constraints, the SCLP's printed materials are very limited. A comprehensive brochure comparable to other public legal services will provide a better understanding of our services, while at the same time promoting our credibility as a beneficial legal service agency for the senior population. The current SCLP budget does not allow for the costs associated with printing a publication of this magnitude. (See attached publication from Clark County Legal Services.)

Projected Cost of 1,000 Comprehensive Publications: $4,000

Approximately how many people will be served by this project?
Educational Preventative Legal Seminars: 500+
End of Life Decision Making Event: 1,000 – 1,500
Printing Comprehensive Informational Publication: 1,000

Please answer the following questions with regard to the judging criteria.

1. **What is the intended scope and purpose of the project:**

   a. **Type of impact – goal or intended changes resulting from the project;**

The SCLP serves in excess of 3,500 clients on an annual basis. Some seniors requiring our services are victims of insurance fraud, consumer fraud and other deceitful business practices. The SCLP's mission is to be proactive in educating the senior community regarding scams and fraud to which they may be fall victim. The goal of this project is to reach hundreds of seniors before they fall victim to a scam.

The SCLP assists thousands of seniors annually in completed Advance Directives documents, including the *Directive to Physician* and *Durable Power of Attorney*. These documents are instrumental in assuring one's decision concerning his/her health care choices are followed when he/she is unable to communicate their wishes to their physician. The annual NV Health Care Planning Event focuses on this issue and will reach hundreds of seniors at one venue.

The comprehensive brochure is necessary for informing the public as well as other agencies of the SCLP's value to the community.

   b. **Breadth of impact – number of persons served by project;**

The SCLP handles hundreds of consumer and insurance matters on an annual basis. We will work alongside our City Council to promote this event in all City wards in an effort to attract hundreds of seniors.

   c. **Community served – description of population targeted by project.**

Senior Citizens aged 60 and older in the most socio-economic need. The SCLP is sponsored by the City of Las Vegas and also receives Clark County filing fee monies as well as a federal grant administered by the State of Nevada Division for Aging Services. Focus on frail and disadvantaged persons who cannot afford private legal services.

To provide legal services to residents of Clark County aged 60 and older with particular emphasis placed on the individual's autonomy and free exercise of individual initiative in planning and managing their own lives. Particular attention is devoted to persons who are in the greatest social

and economic need. Particular attention is further devoted to seniors who are at the risk of institutionalization, victims of elder abuse, at the risk of being homeless or being deprived of their liberties.

2. How many individuals from your organization will be involved in the implementation of the project?

All eight (8) full-time employees of the SCLP will be involved in the implementation of the above-mentioned projects. All projects will be directly overseen by Project Administrator, with ultimate decision-making at this level.

3. What are the proposed beginning and completion dates for the project?

Beginning and completion dates for the above-mentioned projects are the fiscal year of the City of Las Vegas: July 1, 2004 – June 30, 2005.

4. What is the likelihood of the project continuing after the first year?

The SCLP understands these monies will be specifically used for initiating the above-mentioned projects in expanding our delivery of legal services and will not expect the funds from the State Bar to be ongoing.

5. If the project is intended as long-term, what are the plans for funding after the PSLRAG grant expires?

We will ask our grantor, State of Nevada Division for Aging Services, for additional funding in upcoming years.

6. What is the proposed budget for the project? (Please attach a separate itemized budget – this information is required for consideration of your application.)

TOTAL GRANT AMOUNT REQUESTED: $20,000

➢ Presenting seminars in the community aimed at educating seniors about potential fraud/scams related to insurance, annuities, investments and general deceitful consumer practices. (See attached itemized budget.)

Projected Cost: $3,000

- **Presenting educational and informative seminars relating to buying a new car, buying a used car, car repair issues, the probate process, landlord tenant law and end-of-life decision making. (See attached itemized budget.)**

Projected Cost: $3,000

- **Co-hosting large health care planning/end-of-life decision making event entitled *NV Health Care Planning Event – Senior Seminar* with the NV Center for Ethics and Health Policy on an annual basis. (See attached itemized budget.)**

Projected Cost of Event: $10,000

- **The Senior Citizens Law Project Comprehensive Brochure**

Projected Cost of 1,000 Comprehensive Brochures: $4,000

7. Are there similar projects in existence? If so, list them.

No, there is no other legal service agency whose sole focus is to provide free legal services to Clark County residents 60 years of age and older.

Please note that the following two criteria must be met for all grant applications to be considered

1. **No participating attorney is to receive payment from the grant for anything other than out-of-pocket expenses.**
2. **The purpose of the PSLRAG is to give financial assistance in getting a project off the ground and is not intended to provide funds for continuation of the project for succeeding years.**

Please return form to Public Service/Law Related Activities Grant Program, c/o Damon K. Dias, State Bar of Nevada, 600 E. Charleston Blvd., Las Vegas, NV 89104, e-mail: damond@nvbar.org.

CONSUMER FRAUD AWARENESS DAY

Date	Name of Grantor	Grant Monies	IN-Kind Donations/Values	Expenses	Printng Costs
Jul-04	State of Nevada Bar Association	3,000	Pro Bono Attorneys offering free legal services to attendees	CLV-1500 mailers	180
				Rental of facility	600
				Informational materials - printing costs	600
				Refreshments	1000
				promotional items displaying SCLP logo and phone number	620
Total		3,000.00	0.00	0.00	3000.00
Less Expenditures		3000.00			
Balance		0.00			

INFORMATIONAL/PREVENTATIVE LEGAL SEMINARS - 2004/2005

Date	*Name of Grantor*	Grant Monies	*IN-Kind Donations/Values*	*Expenses*	*Printng Costs*
Jul-04	*State of Nevada Bar Association*	*3,000*	*Pro Bono Attorneys offering free legal services to attendees*	***CLV-1500 mailers***	***180***
				Rental of facility	***600***
				Informational materials - printing costs	***600***
				Refreshments	***1000***
				promotional items displaying SCLP logo and phone number	***620***
Total		***3,000.00***	**0.00**	**0.00**	**3000.00**
Less Expenditures		**3000.00**			
Balance		**0.00**			

NEVADA HEALTH CARE PLANNING DAY 2005*

Date	Name of Sponsor	Grant Monies	IN-Kind Donations/ Values	Expenses	Printng Costs
Jul-04	State of Nevada Bar grant monies	10,000		CLV - 2000 fliers for event	200
				Rental of ELV facility	656.5
	40 health care vendors providing information and health care screening		40 health care vendors	Adventures in Advertising - totes, jar openers, magnets, etc.	3000
	Pro Bono services by State Bar of Nevada attorneys		10 pro bono attorneys	Entertainment expenses - The Buckinghams and Spiral Starecase	2500
	Ross- donation of grab bags items such as Ensure and some other printed materials. (Maybe some Ensure products) Call Leah at 800-986-7293 or cell 219-1249 in January 2003		1000 note pads for grab bags	Food - The Culinary Union	3000
				Snow Cones for seniors after lunch - Hawaiin Delight	150
				Bottled Water - Costco	200
				1000 Spanish fliers promoting event	$120.00
				1500 mailers	164.74
Total		10,000.00	0.00	0.00	9991.24
Less Expenditures		9991.24			
Balance		8.76			
	*Expected attendance 1000 - 1500 seniors				

SCLP COMPREHENSIVE BROCHURE

Date	Name of Grantor	Grant Monies	IN-Kind Donations/Values	Expenses	Printng Costs
Jul-04	State of Nevada Bar Association	4,000		1000 18 page comprehensive, informational brochures for the public	4000
Total		4,000.00	0.00	0.00	4000.00
Less Expenditures		4000.00			
Balance		0.00			

City of Las Vegas - Grant Application

(Internal Document)

Grant Coordinator Section:		
Application # __________	Date Received __________	Date Distributed __________
Committee Review Date: __________		

Requesting Department: Dept. of Leisure Services	Contact Person & Phone: Sheri Vogel 229-6596	Date: June 2004
Grantor Agency: State Bar of Nevada	Grant Amount: $ 20,000	Application Due Date: May 2004
CFDA # (if applicable):	Grant Award Period: 2004/2005	Match Amount: $ 0
Matching: 0 %, $0	Match Source: N/A	

Type of Application: New X	Type of Grant: Direct _X_ Pass-Through _____
Renewal ______	If pass-through, originating agency:

Please check all that apply:

O Positions Required (Attach detail--title(s), #fte, specific duties, duration, funding, etc.)

O In-kind Match /// Type ________ (i.e., office supplies, staff, etc.)

XX Related to Strategic Plan Item , Item # 2 & 7 The greater number of legal related projects we can offer the senior community that will be possible with this additional funding will have a positive impact on **DEVELOPING AND SUPPORTING NEIGHBORHOOD INTEGRITY AND LIVABILITY**. Free legal assistance to senior citizens of the community increases the overall quality of life for Las Vegas residents. There is a value in older adult programming that is greater than just the revenue it produces.

This grant will help to be able to assist in the **DEVELOPMENT OF NEW RECREATIONAL AND LEISURE OPPORTUNITIES OF AN INTERGENERATIONAL NATURE**. The approval of this grant allows the Senior Citizen Programs Division to work on the development of new opportunities while maintaining the quality and frequency of existing programs for older adults.

O Related to Overall CLV Organizational Goals

The Department of Leisure Services strives to promote and provide quality cultural and recreational experiences for the citizens of Las Vegas and our community. The Senior Citizens Law Project provides quality legal counsel and assistance to Clark County residents age 60 and older.

O Administrative Funding Provided __0___ % of award, $ ____0____

Grant Description: (Please state the purpose of the grant)

To present preventative legal informational seminars to residents of Clark County, 60 years of age and older relative to limited legal issues, including but not limited to:

- Presenting seminars in the community aimed at educating seniors about potential fraud/scams related to investments, signing a contract and general deceitful consumer practices (we will ask members of the private bar to assist in providing pro bono services at these presentations). We will also provide free refreshments, printed materials and promotional items (jar openers, pens, magnets bearing the SCLP's phone number) to all attendees of this event;

  Projected Cost: $3,000

- Presenting educational and informative seminars relating to buying a new car, buying a used car, car repair issues, the probate process, landlord tenant law and end-of-life decision making. We will also provide free refreshments, printed materials and promotional items (jar openers, pens, magnets bearing the SCLP's phone number) to all attendees of this event;

  Projected Cost: $3,000

- Co-hosting large health care planning/end-of-life decision making event entitled *NV Health Care Planning Event – Senior Seminar* with the NV Center for Ethics and Health Policy on an annual basis. In the past, the SCLP and the NCEHP has held large events focused at educating the senior population of the importance of planning for incapacity. The past events have had yielded several hundred seniors. The private bar has been very accommodating in providing pro bono services to the seniors present at this event. In 2003, the event hosted 25 health care vendors and 10 members of the local bar association.
-

  Projected Cost of Event: $10,000

- In addition to providing the above-mentioned preventative/informative seminars, the Senior Citizens Law Project needs to print a comprehensive brochure describing its services available, general information relative to former clients for which it has provided assistance resulting in favorable outcomes as well as bright colorful photos to capture the attention of the public. Currently, due to budget constraints, the SCLP's printed materials are very limited. A comprehensive brochure comparable to other public legal services will provide a better understanding of our services, while at the same time promoting our credibility as a beneficial legal service agency for the senior population. The current SCLP budget does not allow for the costs associated with printing a publication of this magnitude. (See attached publication from Clark County Legal Services.)

Projected Cost of 1,000 Comprehensive Publications: $4,000

Approximately how many people will be served by this project? Educational Preventative Legal Seminars: 500+
End of Life Decision Making Event: 1,000 – 1,500
Printing Comprehensive Informational Publication: 1,000

TOTAL GRANT AMOUNT REQUESTED: $20,000

Justification:

To provide legal services to residents of Clark County aged 60 and older with particular emphasis placed on the individual's autonomy and free exercise of individual initiative in planning and managing their own lives. Particular attention is devoted to persons who are in the greatest social and economic need. Particular attention is further devoted to seniors who are at the risk of institutionalization, victims of elder abuse, at the risk of being homeless or being deprived of their liberties.

The SCLP serves in excess of 3,500 clients on an annual basis. Some seniors requiring our services are victims of insurance fraud, consumer fraud and other deceitful business practices. The SCLP's mission is to be proactive in educating the senior community regarding scams and fraud to which they may be fall victim. The goal of this project is to reach hundreds of seniors before they fall victim to a scam.

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The comprehensive brochure is necessary for informing the public as well as other agencies of the SCLP's value to the community.

The SCLP handles hundreds of consumer and insurance matters on an annual basis. We will work alongside our City Council to promote this event in all City wards in an effort to attract hundreds of seniors.

City of Las Vegas - Grant Application

(Internal Document)

(Continued)

Special Conditions or Requirements of the Grant:

Grant monies must be used to fund a law-related project.

Please provide the following budgetary information:

Budget Category:	
Salaries and Benefits	$844,718
Supplies	$5,465
Services, including rental of land, maintenance costs, dues and subscriptions, etc.	$120,794
Capital	$
Other	$
Total	**$970,977**

If Positions apply, please provide the following information (one set for each position; copy below if more than one is needed):

Job Title: **N/A**
Does a Job Title Exist? Y/N
Approximate Cost:
Full-time Equivalent:
Duration:
Funding Source:
Duties (attach details):

Identification of all attachments: (add more rows if needed)

Attachment A	State Bar of Nevada Grant Application
Attachment B	
Attachment C	
Attachment D	
Attachment E	
Attachment F	
Attachment G	

These grant monies are needed to organize and coordinate successful and worthwhile legal free events and/or materials for the senior community.

Grant Application Instructions

Grant Coordinator Section - To be used by Grant Coordinator only.
Requesting Department - Name of the Department submitting this application to the Grant Committee. **Contact Person & Phone** - Name of the individual preparing the application; should have first hand knowledge of the grant application preparation, and telephone number that person.
Date - Date the application is being forwarded to the Grant Coordinator.
Grantor Agency - Name of the agency to whom the application is being submitted to.
Grant Amount - Amount that is being applied for on the application.
Application Due Date - Date the application must be received by the grantor agency or date it must be postmarked by.
CFDA # - Code of Federal Domestic Assistance number; all federal grants have one.
Grant Award Period - Period of time allotted for use of funds.
Matching Requirement Percentage/Dollar Amount - Percentage of award or dollar amount that the City must contribute to the program in order for an award to be made.
Matching Source - Source of revenue to be used for the match.
Type of Application - New (first time application) or Renewal (subsequent year award)
Type of Grant: Direct or Pass-through -

Direct: Funding Source originates with the grantor agency

Pass-through: Funding source originates from an agency other that the grantor agency. If pass-through attempt to determine the source agency.

Positions Required - List out any positions that will be required to implement the grant being applied for whether funded out of the grant or not. See additional information required.
In-kind Match - Indicate whether this type of non-monetary match is required. If required explained how it will be documented in an Exhibit.
Related to Strategic Plan Item - Indicate the number of the Strategic Plan Item.
Related to Overall City of Las Vegas Organizational Goals - Self explanatory (brief description).
Administrative Funding Provided - Indicate if the grant provides funding for administration of the grant (be specific in an exhibit).
Grant Description - State the purpose of the grant; what the grant is about, who it benefits.
Justification - Justify the submission of the application; what will it provide to the department, citizenry, etc.
Special Conditions or Requirements of the Grant - Self explanatory.
Budgetary Information - Indicate how the funding will be spent by the given categories.
Identification of all Attachments - Label all additional information. Please use "Attachment A" for position information.
Additional Facts - Self explanatory.

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: ORLANDO SANCHEZ

[X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Deferred Loan Agreement expending $55,000 of HOME Investment Partnership Program (HOME) funds for housing rehabilitation activities at 4005 Via Vaquero Avenue - Ward 1 (Moncrief)

Fiscal Impact

[ ] No Impact	**Amount:** $55,000	
[X] Budget Funds Available	**Dept./Division:** Neigh. Svcs./Neigh. Devel.	
[ ] Augmentation Required	**Funding Source:** HOME	

PURPOSE/BACKGROUND:

Ms. Magana is a single mother of three with an annual income of $22,200. This income level qualifies her for a HOME funded Deferred Housing Rehabilitation loan. The requested funding will cover the cost from the low responsive bidding contractor, architectural work, preliminary title report, credit report, plans check fees, recording fees, real estate appraisal 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:

1. Agenda Memo
2. Deferred Loan Agreement

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 21, 2004
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Approval of a Deferred Loan Agreement expending $55,000 of HOME Investment Partnership Program (HOME) funds for housing rehabilitation activities at 4005 Via Vaquero Avenue – Ward 1 (Moncrief)

Ms. Magana is a single mother of three with an annual income of $22,200 that qualifies Ms. Magana for a HOME funded Deferred Housing Rehabilitation Loan. Ms. Magana's home is in need of a new mechanical system, windows, flooring, plumbing and electrical repairs, cabinetry, conversion of one bathroom for handicapped accessibility for Ms. Magana's daughter, and the completion of a garage conversion to habitable rooms. The garage conversion was started approximately two years ago. After having framing and rough plumbing approved by City of Las Vegas building inspectors, the contractor abandoned the job. Ms. Magana has kept the building permits active by paying the semi-annual fees. Ms. Magana's original architect has made revisions to the scope of work after meeting with a City of Las Vegas building inspector and Neighborhood Development Division personnel. Management has approved exceeding the $40,000 project limit due to the complexity of the scope of work and recent escalating building material costs.

DEFERRED LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of July, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"),and Maria Magana,(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 4005 Via Vaquero Avenue, which more particularly described as, Las Verdes Heights Unit #3, Plat Book 5 Page 72, Lot 49 Block 3 , 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 mechanical system, plumbing and electrical repairs, flooring, cabinetry, roofing system, complete garage conversion area, windows, (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 Fifty thousand twenty four and no/100--Dollars ($50,024.00) (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 $50,024.00, 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 $50,024.00. 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 15 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:	Maria Magana 4005 Via Vaquero 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 Sate 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 RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

Approved as to form:

______________________ 7/8/04
Date

____
MARIA MAGANA, Owner

City of Las Vegas **Agenda Item No. 30**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: ROBERT S. GENZER [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of the formal naming of Lone Mountain Trail and Bonanza Trail - Wards 1, 2, 4 and 5 (Moncrief, Wolfson, Brown and Weekly)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Staff is recommending that the City Council formally adopt the names "Lone Mountain Trail" and "Bonanza Trail" for the trail segments commonly known as such. These trails are depicted on the Master Plan Transportation Trails Element and are referred to in planning and engineering design documents by these names. Because the trails are currently in the design phase, it is important to make a formal determination of the name for purposes of creating accurate and consistent signage.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of Fifth Supplemental Interlocal Contract #295e - Durango/El Capitan, Lone Mountain Road to US-95 between the City of Las Vegas, Clark County and the Regional Transportation Commission to increase total project funding ($1,400,000 - Regional Transportation Commission) - Ward 6 (Mack)

Fiscal Impact

[ ] No Impact	**Amount:** $1,400,000
[X] Budget Funds Available	**Dept./Division:** Public Works/City Engineer
[ ] Augmentation Required	**Funding Source:** RTC

PURPOSE/BACKGROUND:
This Fifth Supplemental Interlocal Contract will increase funding for Durango/El Capitan, Lone Mountain Road to US-95. Additional funding is necessary due to increased construction and right-of-way costs. The Clark County Board of Commissioners approved this contract at their June 15, 2004 meeting and the Regional Transportation Commission approved this contract at their May 20, 2004 board meeting. Total cost of this project shall not exceed $17,382,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fifth Supplemental Interlocal Contract #295e

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

CONTRACT # 295e

DURANGO/EL CAPITAN, LONE MOUNTAIN ROAD TO US-95

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 21 day of July, 2004 by and among the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the CITY, the COUNTY OF CLARK, a political subdivision of the State of Nevada and the Regional Transportation Commission of Clark County, hereinafter referred to as RTC.

WITNESSETH

WHEREAS, the parties hereto previously entered into an Interlocal Contract on January 6, 1998, and Supplemental Interlocal Contracts dated August 10, 2000, July 11, 2002, October 14, 2002, and November 13, 2003 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Durango/El Capitan, Lone Mountain Road to US-95, located partially within the CITY and partially within the COUNTY; and,

WHEREAS, the CITY desires to increase the funding, reallocate funding, and revise the authorization to proceed for the Project.

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

SECTION II – PROJECT COSTS shall be changed to read as follows:

SECTION II - PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocations and construction shall not exceed $17,382,000 which includes all of the above items.

2. The CITY was previously granted "Authorization to Proceed" for engineering at a cost not to exceed $1,955,000 and right-of-way drawings, descriptions, title reports, and obtaining appraisals in an amount not to exceed $136,000, right-of-way acquisition in an amount not to exceed $5,514,000, and construction in an amount not to exceed $8,377,000.

3. An additional "Authorization to Proceed" will be granted for $1,500,000 construction, $7,000 for right-of-way other and to reduce engineering $50,000, and right-of-way acquisition $57,000. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated. No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the Project until an "Authorization to Proceed" has been approved by the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC only that amount shall be encumbered and allocated.

4. The cost for preliminary engineering, design, contract administration, surveying, inspection, and testing shall not exceed 20 percent of the construction cost.

5. A supplemental Interlocal contract will be necessary in order to increase the total cost of the project.

The remainder of the Interlocal Contract dated January 6, 1998 and the Supplemental Interlocal Contracts dated August 10, 2000, July 11, 2002, October 14, 2002 and November 13, 2003 shall remain unchanged.

IN WITNESS WHEREOF, this FIFTH INTERLOCAL CONTRACT is effective as of the date first set forth above.

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APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO FORM:
Robert S. Swain 7-8-04
Date

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

7-21-04

CITY OF LAS VEGAS

By:
OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK
By: Beverly K. Bridges
Chief Deputy City Clerk

DATE OF COMMISSION ACTION:

6/15/04

COUNTY OF CLARK

By:
CHIP MAXFIELD, CHAIR

ATTEST:

SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

DATE OF COMMISSION ACTION:

5/20/04

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By:
BRUCE L. WOODBURY, CHAIRMAN

ATTEST

TONI MICHENER, EXECUTIVE ASSISTANT

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval to file a Right-of-Way Grant with the Bureau of Land Management for sanitary sewer purposes on portions of land lying within the Northwest Quarter of Section 1, the North Half and the South Half of Sections 2 and 3 and the Northeast Quarter of Section 4, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the north side of the Log Cabin Way alignment between the Jones Boulevard alignment and the Durango Drive alignment and on the west side of the Jones Boulevard alignment between the Log Cabin Way alignment and the Iron Mountain Road alignment, APNs 125-01-001-001, 125-02-001-001, 125-02-002-001, 125-03-001-001, 125-03-002-002 and 125-04-001-004 - County

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
[ ] Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of two Dedication documents to Clark County for portions of the Southwest Quarter of Section 10, Township 21 South, Range 62 East, Mount Diablo Meridian, for public street purposes located at the Water Pollution Control Facility on the south side of Vegas Valley Drive, east of Stephanie Street and an access easement located on the north side of Desert Inn Road, east of Stephanie Street, APN 161-10-401-004 - County

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
[ ] Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of a Dedication from the City of Las Vegas for portions of the South Half of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, for a drainage easement located at the Animal Foundation Regional Campus on Mojave Road, south of Harris Avenue, APNs 139-25-405-008 and 139-25-801-004 – Ward 3 (Reese)

Fiscal Impact

[X] **No Impact**
[ ] **Budget Funds Available**
[ ] **Augmentation Required**

Amount:
Dept./Division: Public Works/City Engineer
Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of Richmond American Homes Nevada, owner (Alexander Road west of Vegas Vista Trail) - Ward 4 (Brown)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
The proposed encroachment will consist of an approximate 5-foot wide area of landscaping on the north side of Alexander Road extending approximately 273 feet along the property line consisting of trees, shrubs, ground cover, and an irrigation system for the proposed Lone Mountain Ridges Unit 8 subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:
Approval

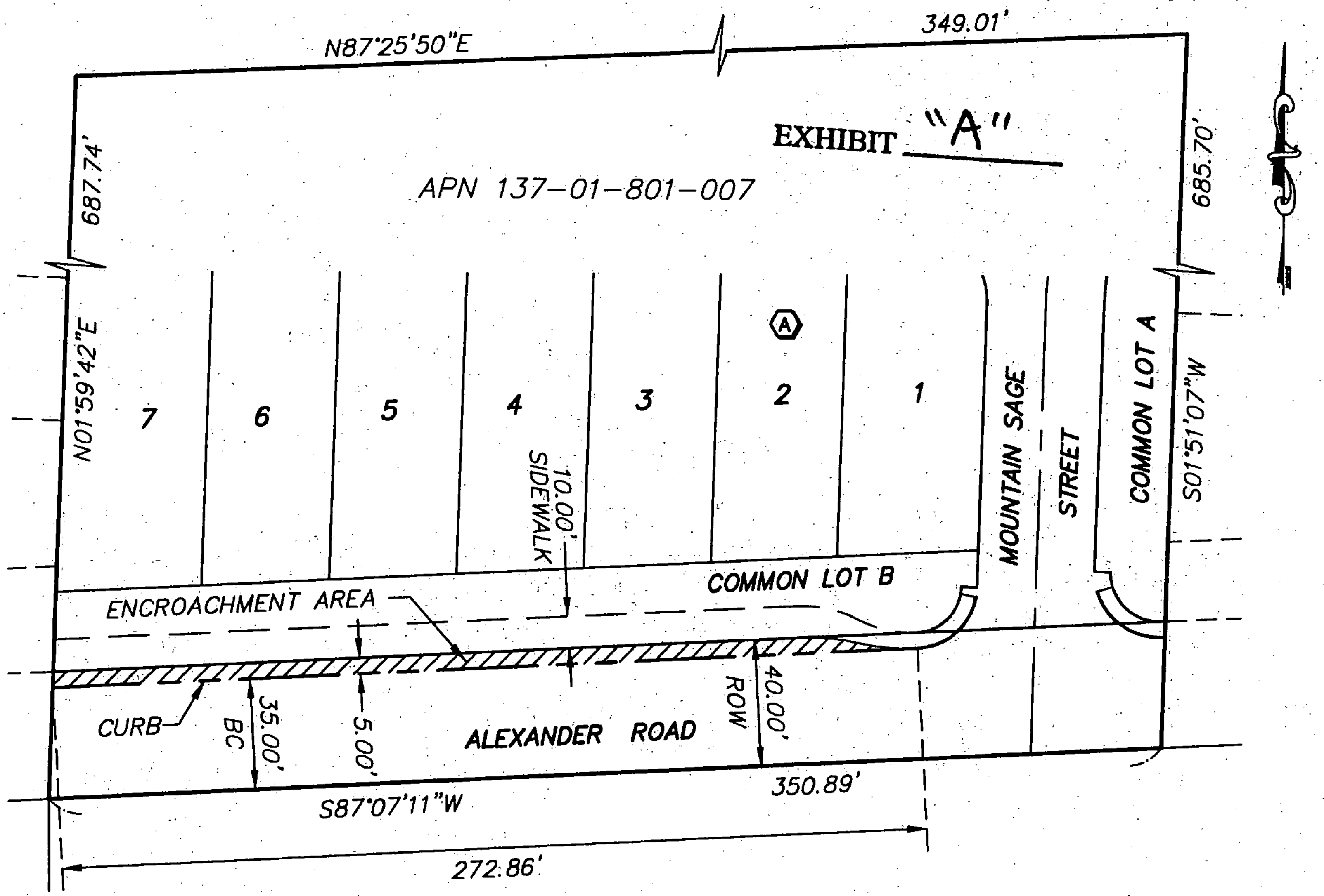
BACKUP DOCUMENTATION:
1. Copy of Encroachment Exhibit "A" (Alexander Road west of Vegas Vista Trail)
2. Copy of Encroachment Exhibit "B" (Alexander Road typical section and vicinity map)

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952



TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200	"ENCROACHMENT EXHIBIT"	DATE: 5/3/04	SCALE: 1"=50'
	SHEET 1 OF 2	P:\LAND\P02243\0035\SURVEY\LEGALS\ENCROACH.DWG	

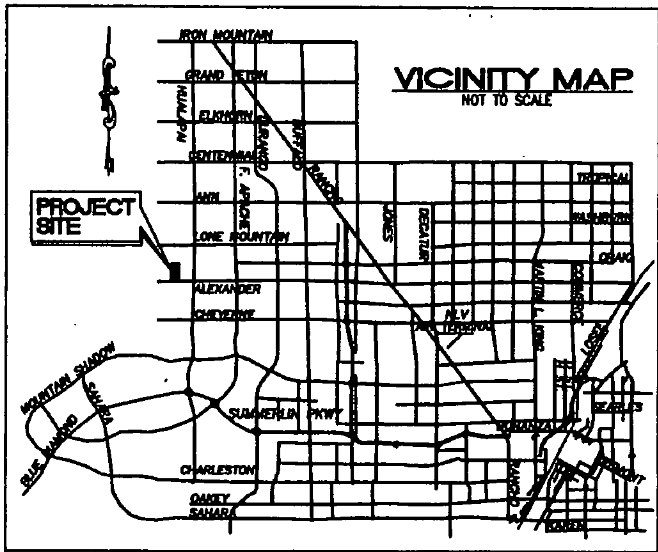
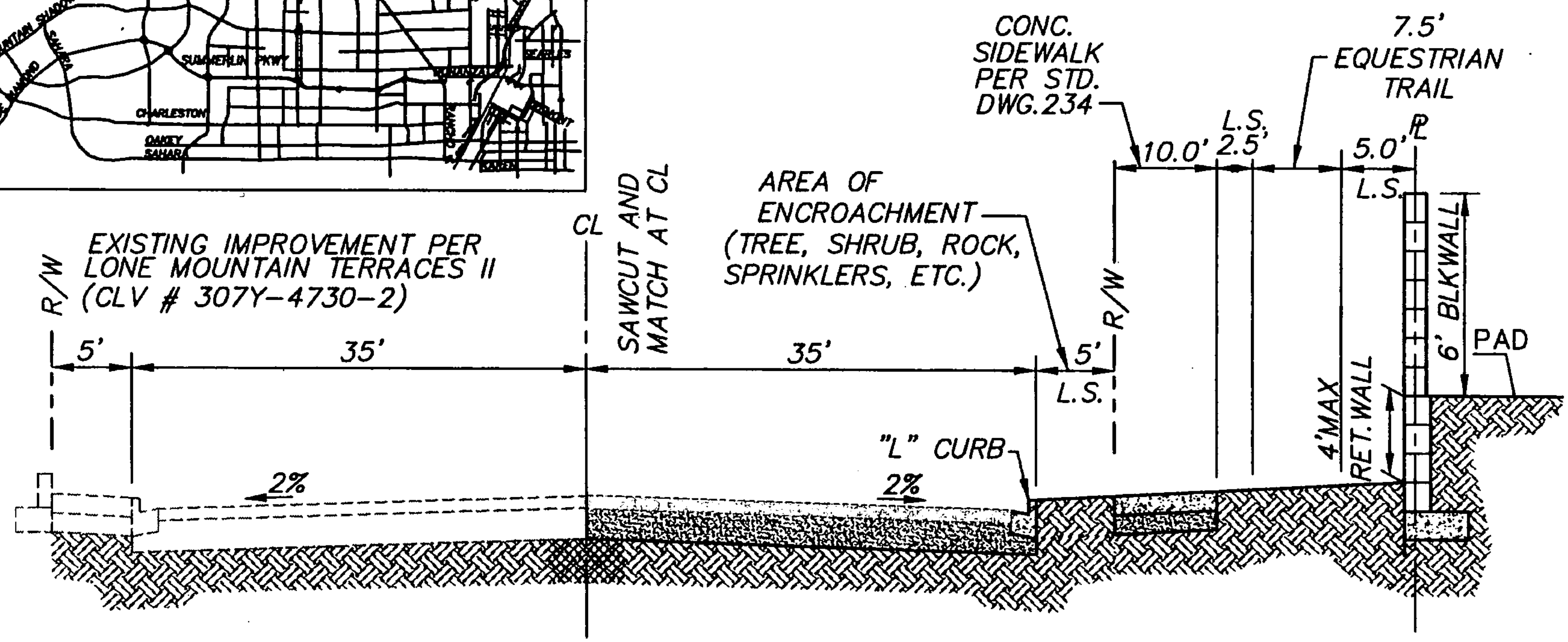


EXHIBIT "B"



ALEXANDER ROAD - TYPICAL SECTION

NTS

TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200	"ENCROACHMENT EXHIBIT"	DATE: 5/3/04	SCALE: N/A
	SHEET 2 OF 2	P: \LAND\P02243\0035\SURVEY\LEGALS\ENCROACH.DWG	

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Day Star Ventures, LLC, owner (southeast corner of Fort Apache Road and Alexander Road) - Ward 4 (Brown)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:** Public Works/City Engineer
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
The proposed encroachment shall consist of an approximate 5-foot wide area of landscaping on the east side of Fort Apache extending southward from Alexander for approximately 239 feet and an approximate 5-foot wide area of landscaping on the south side of Alexander between Fort Apache and Campbell roads consisting of trees, shrubs, ground cover, and an irrigation system for the proposed Day Dawn Fusion 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" (southeast corner of Fort Apache Road and Alexander Road)
2. Copy of Encroachment Exhibit "B" (Fort Apache Road typical section)
3. Copy of Encroachment Exhibit "C" (Alexander Road typical section)

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

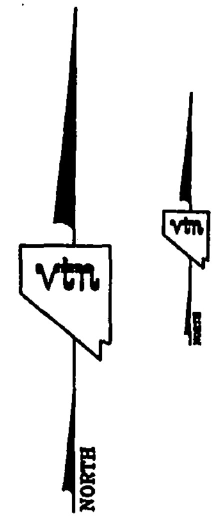
Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

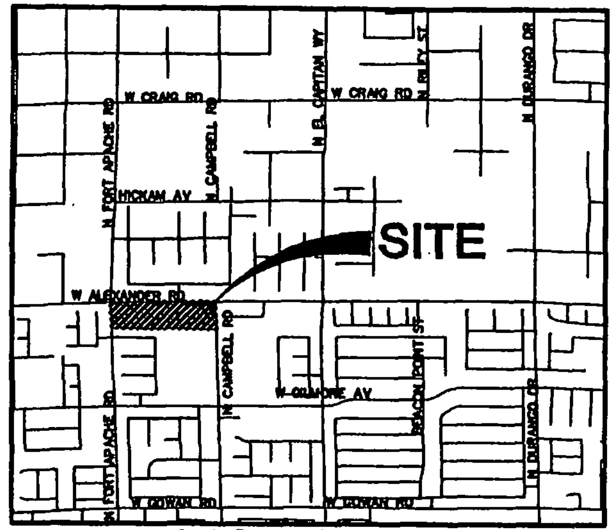
MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

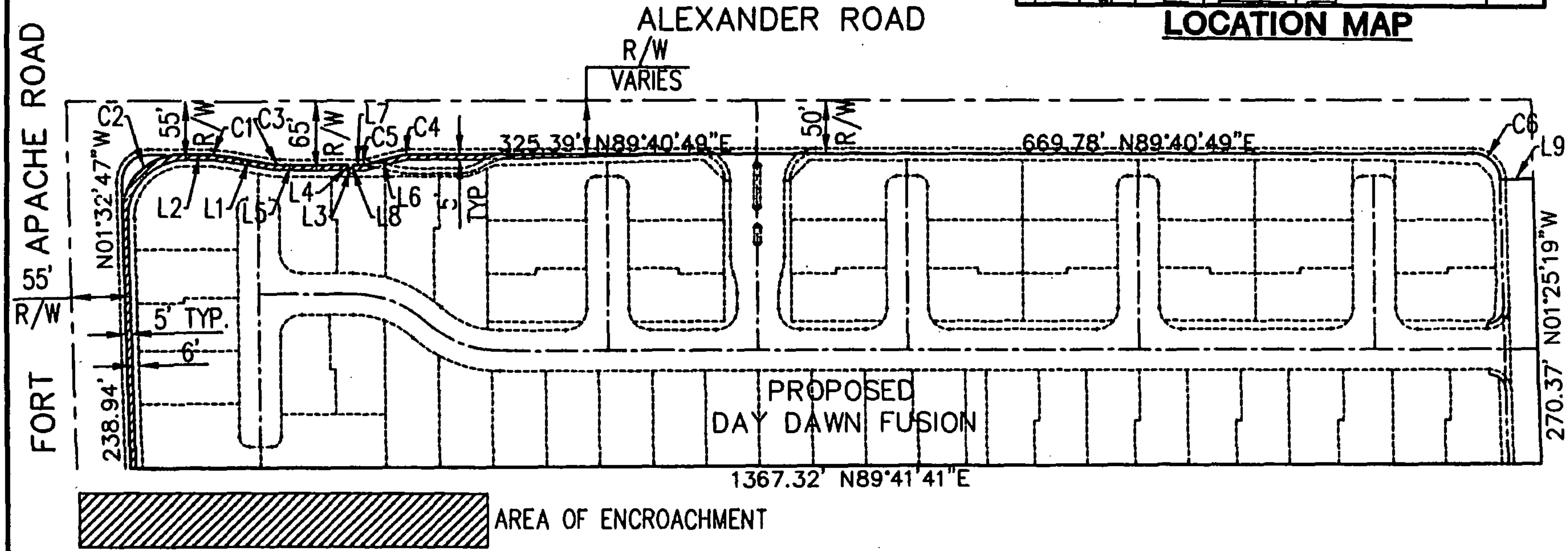
LINE TABLE		
LINE	LENGTH	BEARING
L1	55.86	S80°51'25"E
L2	27.52	N89°40'49"E
L3	5.00	N89°40'49"E
L4	3.00	S00°19'11"E
L5	62.52	N89°40'49"E
L6	33.84	N75°38'41"E
L7	6.31	N89°40'49"E
L8	3.00	N00°19'11"W
L9	30.00	N88°34'41"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	4.95	30.00	9°27'46"	2.48
C2	85.98	54.00	91°13'37"	55.17
C3	4.95	30.00	9°27'46"	2.48
C4	7.35	30.00	14°02'13"	3.69
C5	7.35	30.00	14°02'08"	3.69
C6	38.79	25.00	88°53'52"	24.52





LOCATION MAP

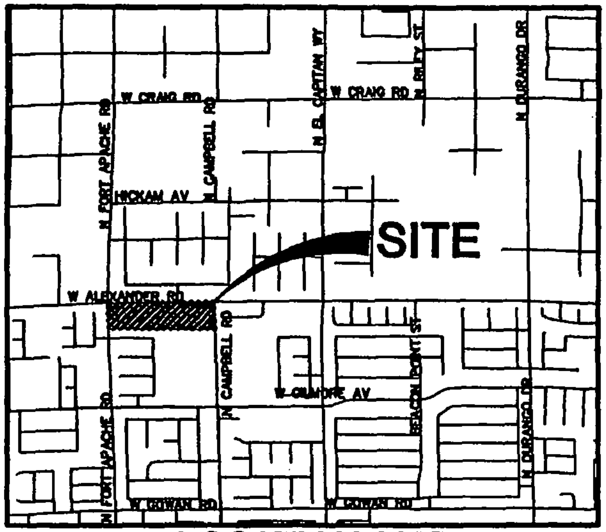


vtn nevada

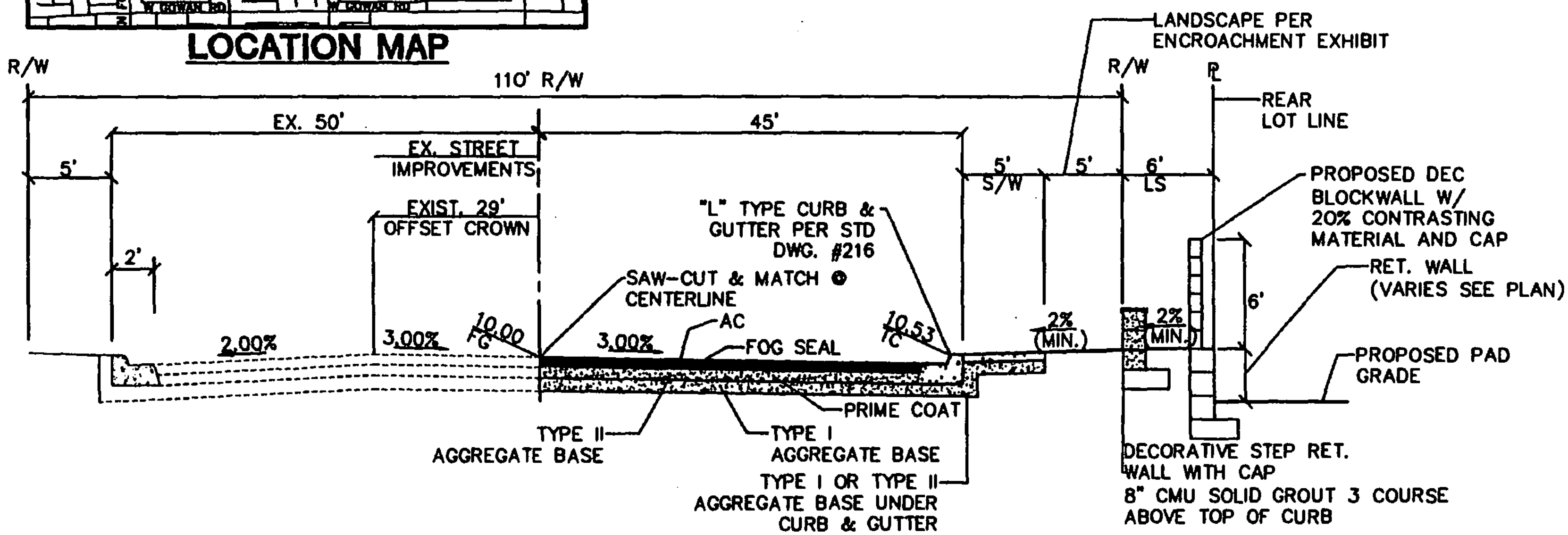
ENCROACHMENT EXHIBIT
DAY DAWN FUSION

EXHIBIT "A"

W.O.#: 6194
DATE: 5-20-04
BY: ECR
SCALE: 1"=140'
SHEET 1 OF 3



LOCATION MAP



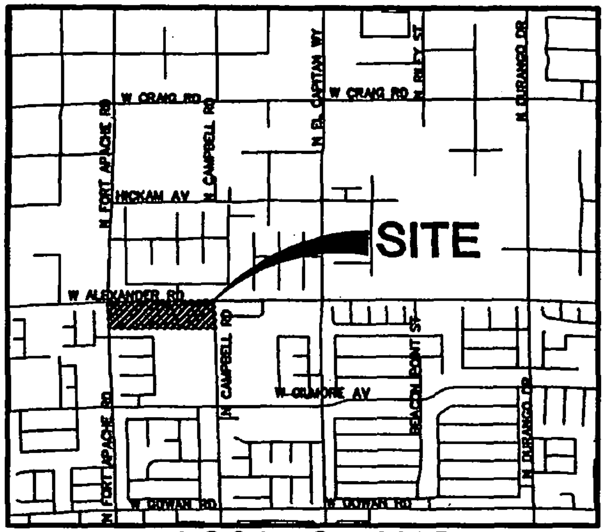
TYPICAL 110' R/W PUBLIC STREET SECTION
FORT APACHE (N.T.S.)

vtn nevada

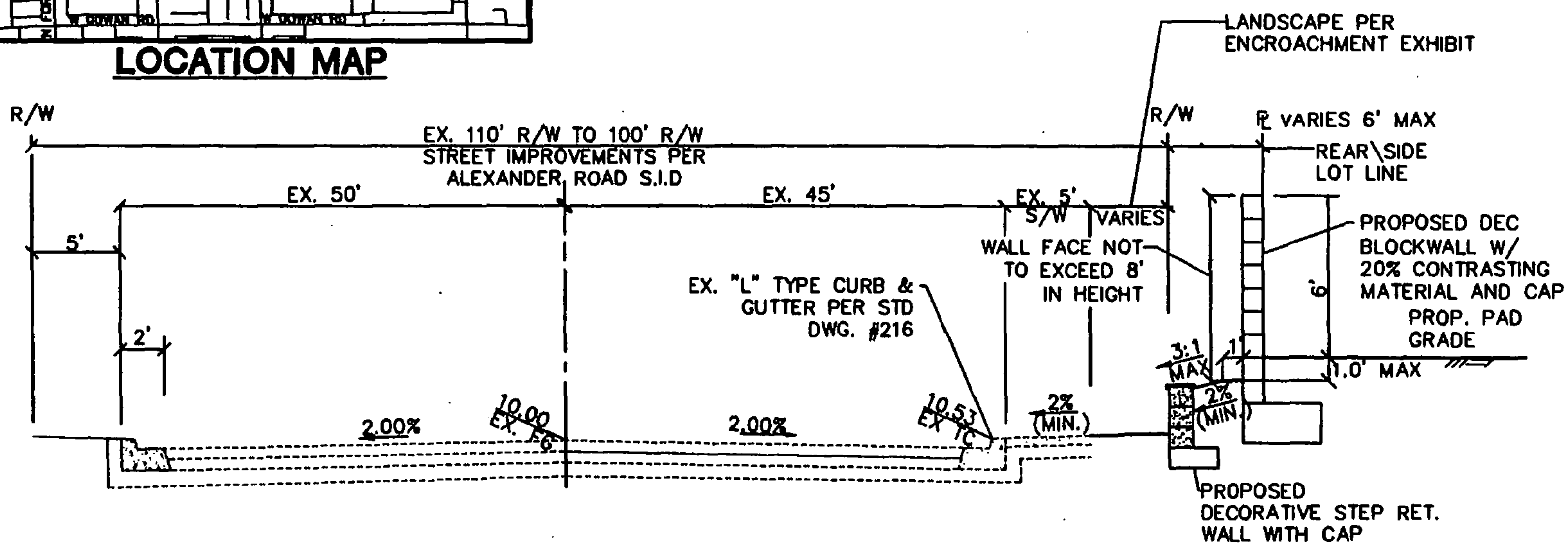
ENCROACHMENT EXHIBIT
DAY DAWN FUSION

EXHIBIT "B"

W.O.#:	6194
DATE:	5-20-04
BY:	ECR
SCALE:	1"=140'
SHEET	2 OF 3



LOCATION MAP



TYPICAL 110' R/W PUBLIC STREET SECTION
ALEXANDER (N.T.S.)

vtn nevada

EXHIBIT "C"

ENCROACHMENT EXHIBIT
DAY DAWN FUSION

W.O.#: 6194
DATE: 5-20-04
BY: ECR
SCALE: 1"=140'
SHEET 3 OF 3

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of Richmond American Homes Nevada, owner (area bound by Grand Montecito Parkway, Deer Springs Way, Riley Street and Rome Boulevard) - Ward 6 (Mack)

Fiscal Impact

[X] 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 south side of Deer Springs Way, on the east side of Riley Street, on the medians of Grand Montecito Parkway between Deer Springs Way and Rome Boulevard, and on the west side of Grand Montecito Parkway between Deer Springs Way and Rome Boulevard consisting of landscaping to meet Town Center Landscaping Requirements for the proposed Brookside 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:
Agenda Memo

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2004
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF AN ENCROACHMENT REQUEST FROM TETRA TECH, INCORPORATED, ON BEHALF OF RICHMOND AMERICAN HOMES NEVADA, OWNER (AREA BOUND BY GRAND MONTECITO PARKWAY, DEER SPRINGS WAY, RILEY STREET, AND ROME BOULEVARD) - WARD 6 (MACK)

1. Copy of Encroachment Exhibit "A" (area bound by Grand Montecito Parkway, Rome Boulevard, Riley Street, and Deer Springs Way)
2. Copy of Encroachment Exhibit "B" (Deer Springs Way between Riley Street and Deer Springs Way)
3. Copy of Encroachment Exhibit "C" (southeast corner of Riley Street and Deer Springs Way)
4. Copy of Encroachment Exhibit "D" (southwest corner of Grand Montecito Parkway and Deer Springs Way)
5. Copy of Encroachment Exhibit "E" (northwest corner of Grand Montecito Parkway and Rome Boulevard)
6. Copy of Encroachment Exhibit "F" (Riley Street typical section)
7. Copy of Encroachment Exhibit "G" (Deer Springs Way typical section)
8. Copy of Encroachment Exhibit "H" (Grand Montecito Parkway typical section)
9. Copy of Encroachment Exhibit "I" (vicinity map)

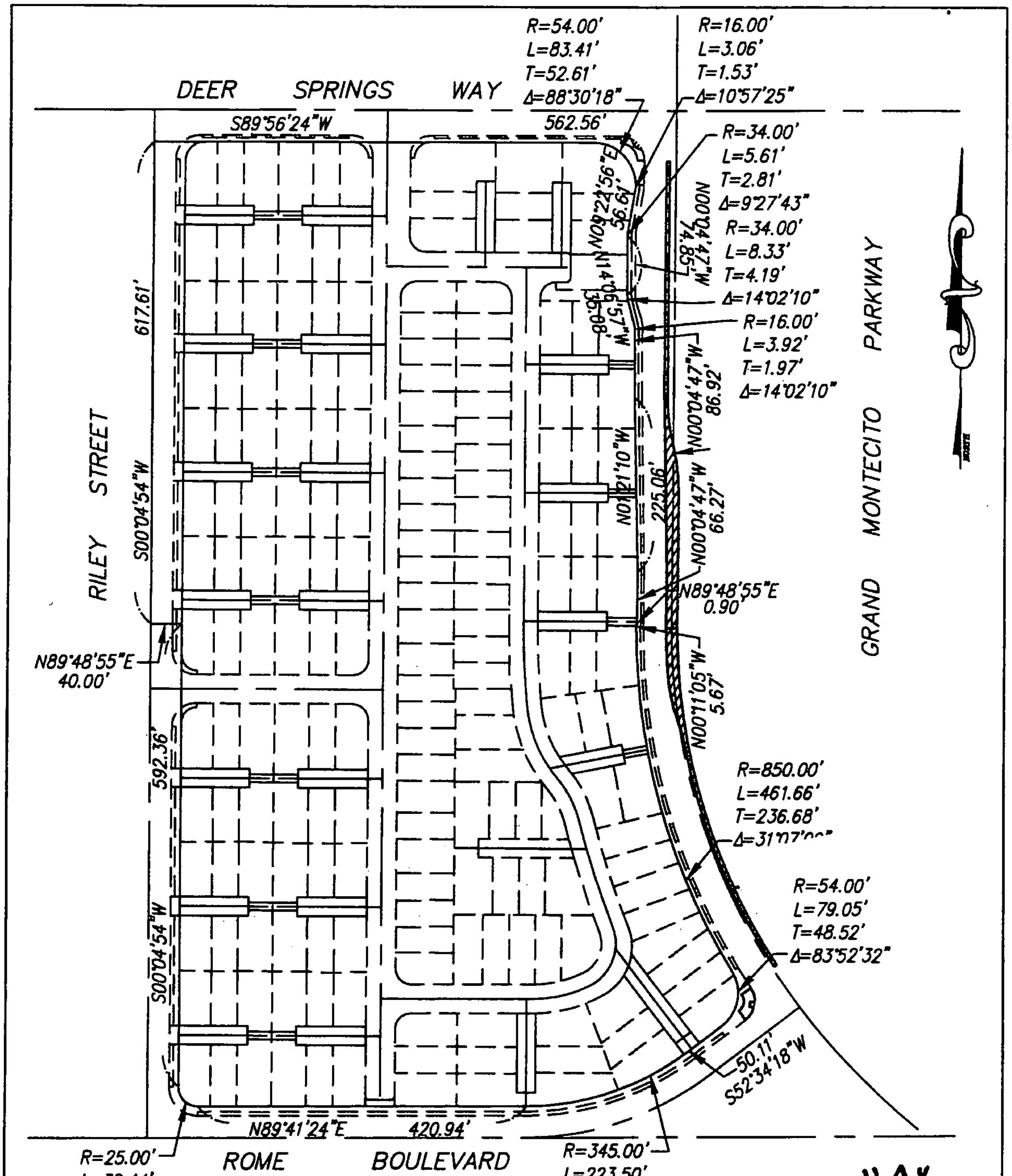
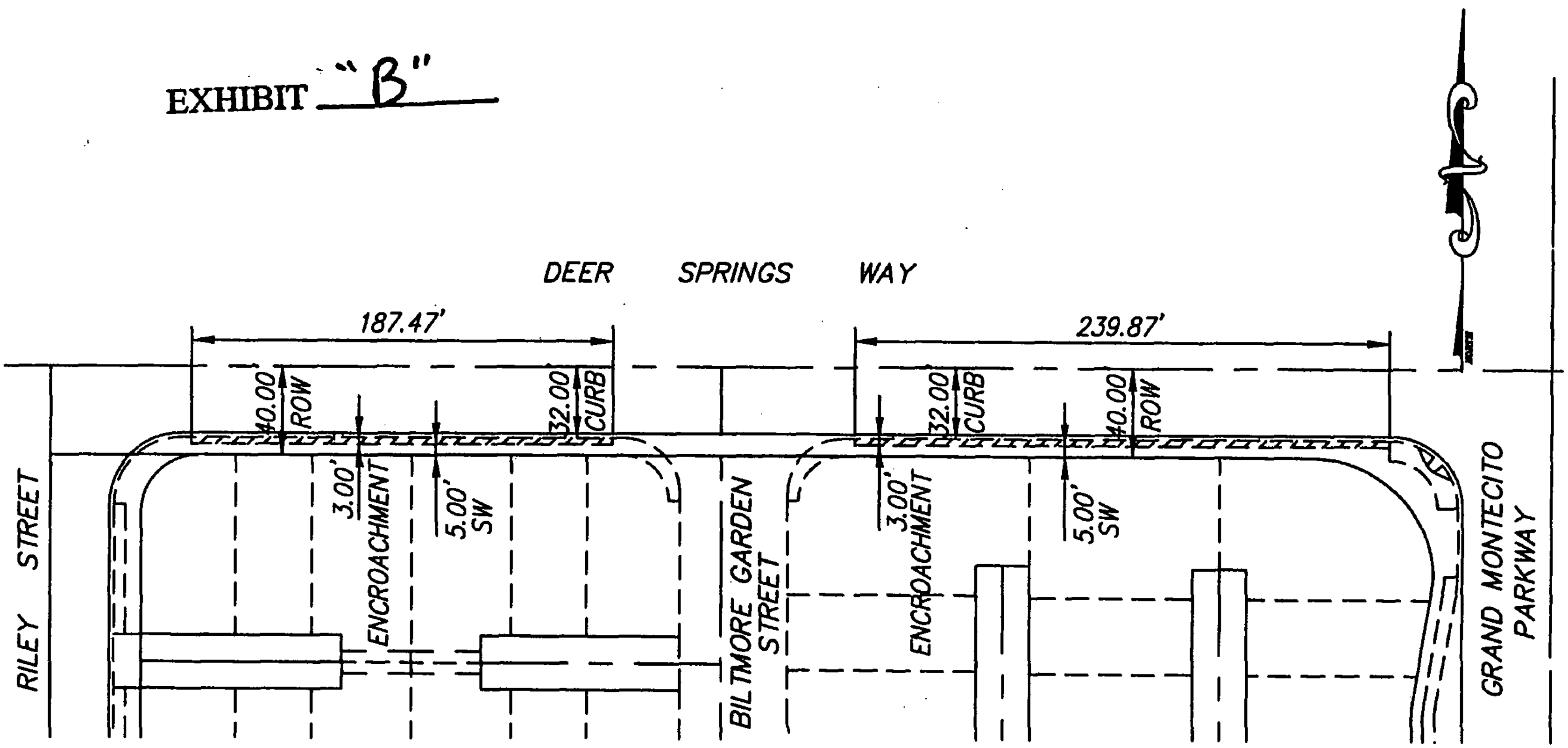


EXHIBIT "A"

DATE: 6/17/04	SCALE: 1"=200'	"ENCROACHMENT EXHIBIT"
TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200		FOR BROOKSIDE
		P: \LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG

EXHIBIT "B"



AREA OF ENCROACHMENT
(PROPOSED LANDSCAPING AREA)

TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200	"ENCROACHMENT EXHIBIT"	DATE: 5/6/04	SCALE: N.T.S.
	FOR BROOKSIDE	P:\LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG	

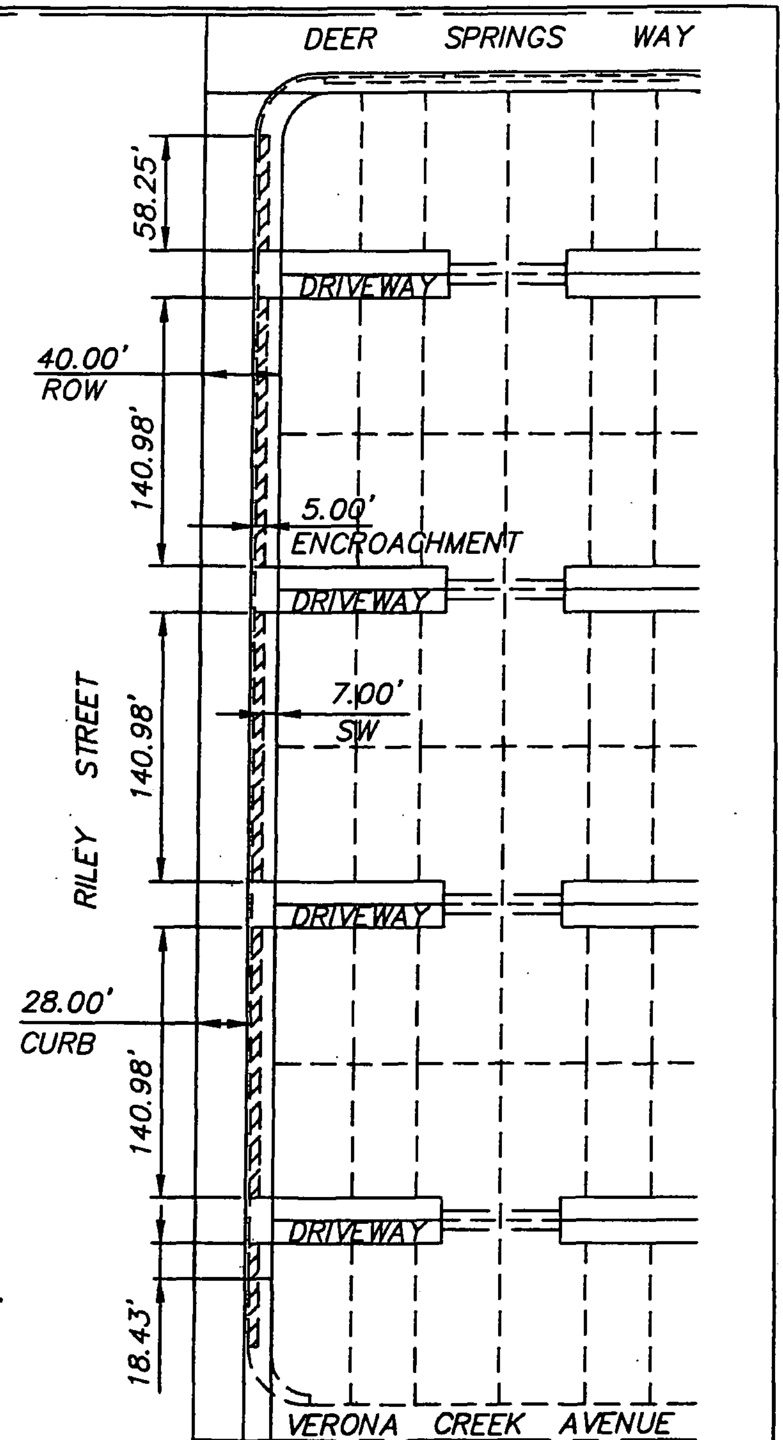


EXHIBIT "C"

AREA OF ENCROACHMENT
(PROPOSED LANDSCAPING AREA)

DATE: 5/6/04	SCALE: N.T.S.	"ENCROACHMENT EXHIBIT"
TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200		FOR BROOKSIDE P: \LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG

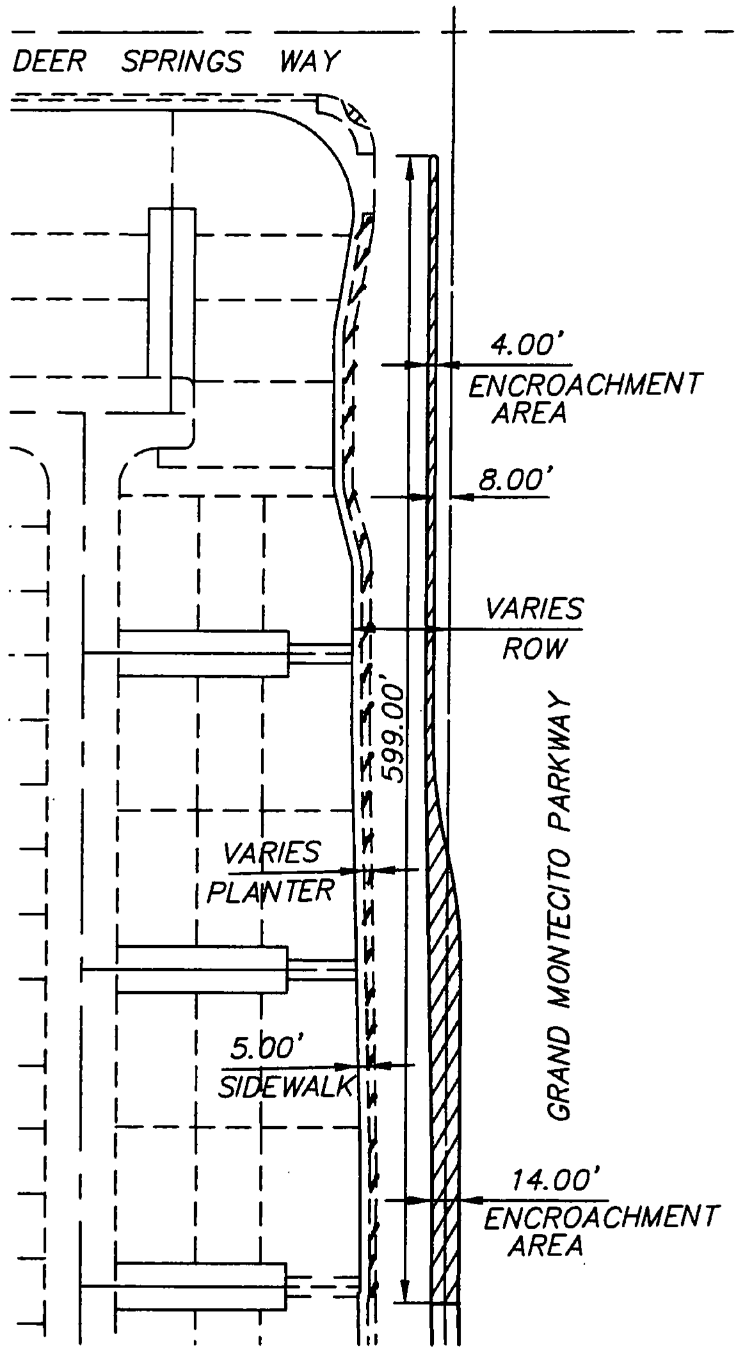


EXHIBIT "D"

AREA OF ENCROACHMENT
(PROPOSED LANDSCAPING AREA)

DATE: 6/17/04 SCALE: N.T.S.	"ENCROACHMENT EXHIBIT"
TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200	FOR BROOKSIDE
	P: \LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG

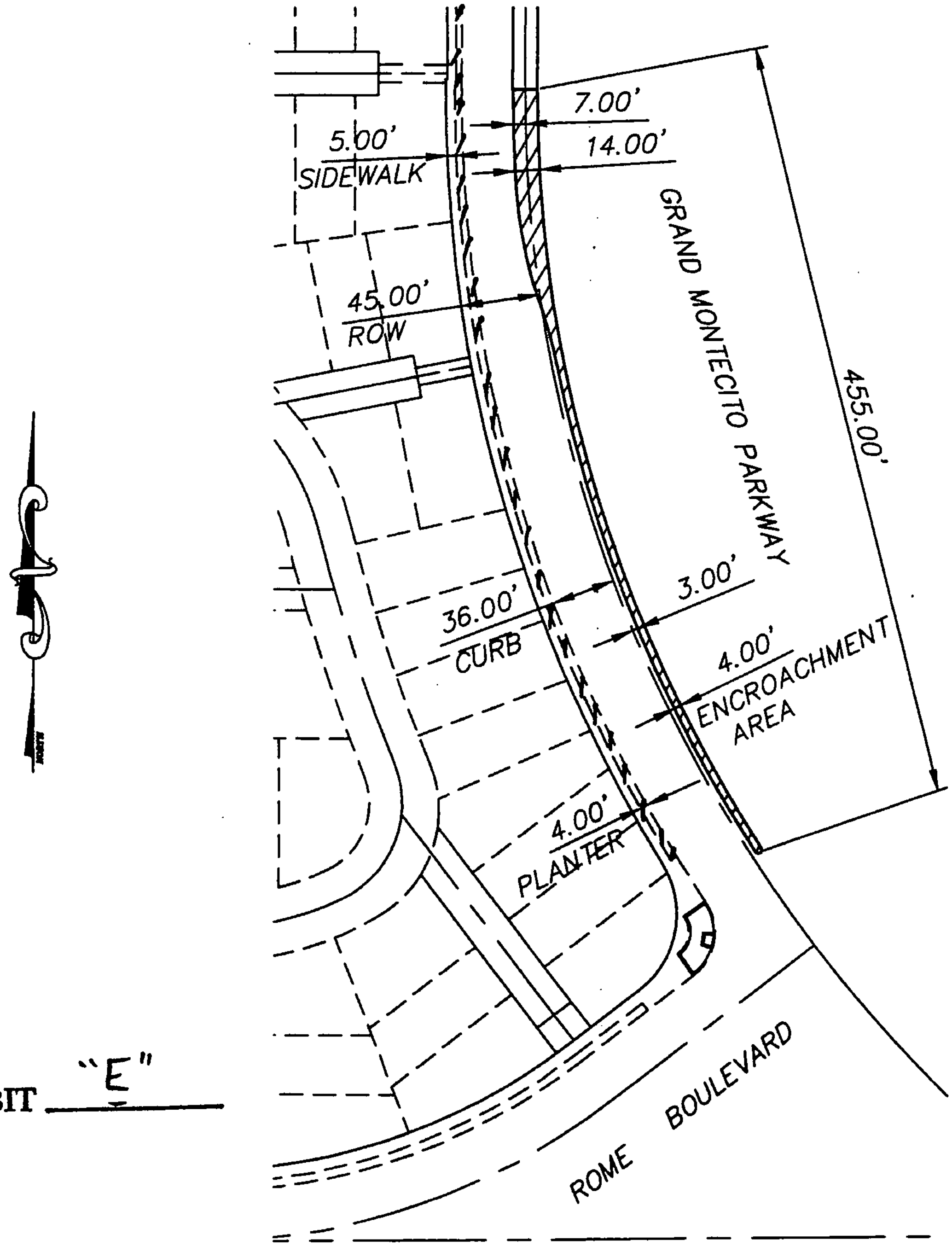
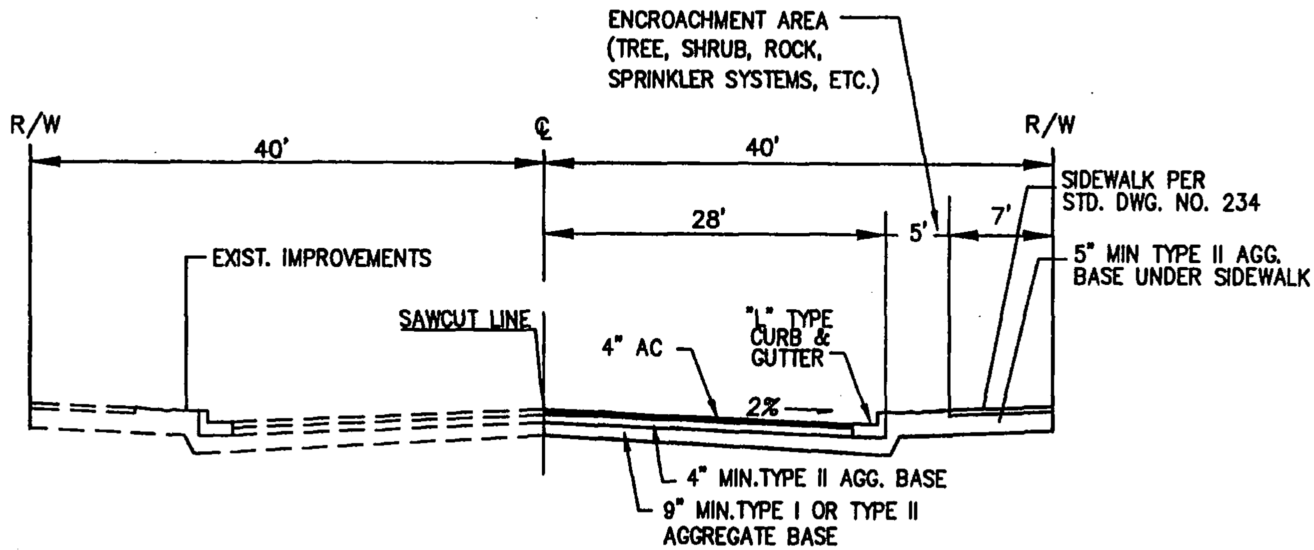


EXHIBIT "E"

AREA OF ENCROACHMENT
(PROPOSED LANDSCAPING AREA)

DATE: 6/17/04	SCALE: N.T.S.	"ENCROACHMENT EXHIBIT"
TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200		FOR BROOKSIDE
		P: \LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG

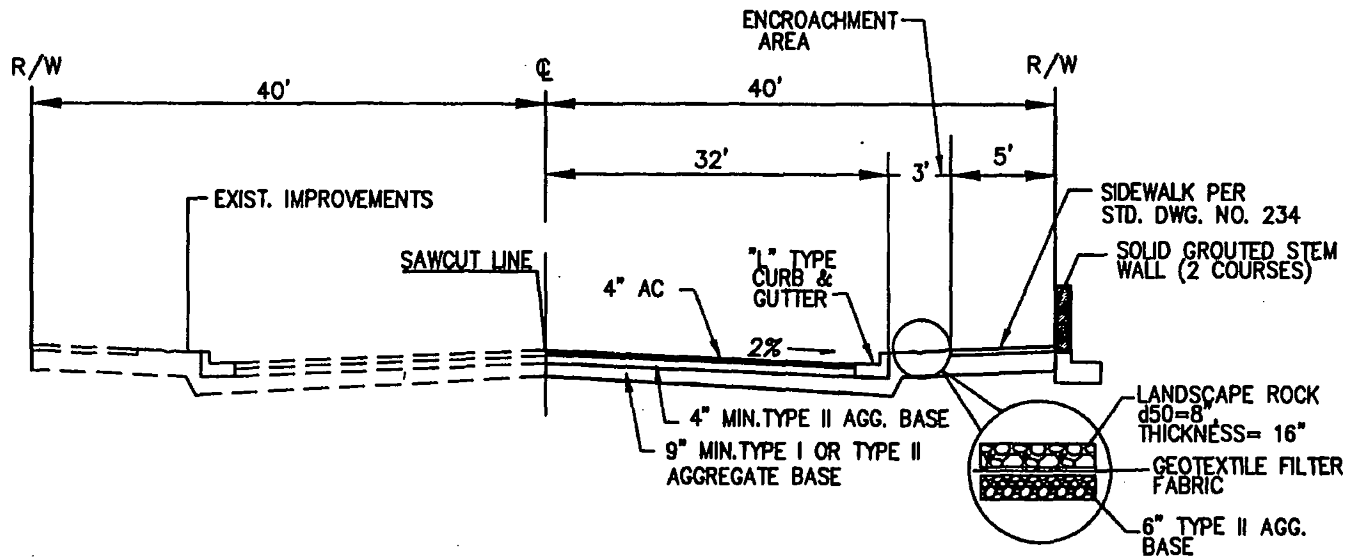


RILEY STREET

NOT TO SCALE

EXHIBIT "F"

TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200	"ENCROACHMENT EXHIBIT"	DATE: 5/6/04	SCALE: N.T.S.
	FOR BROOKSIDE	P: \LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG	

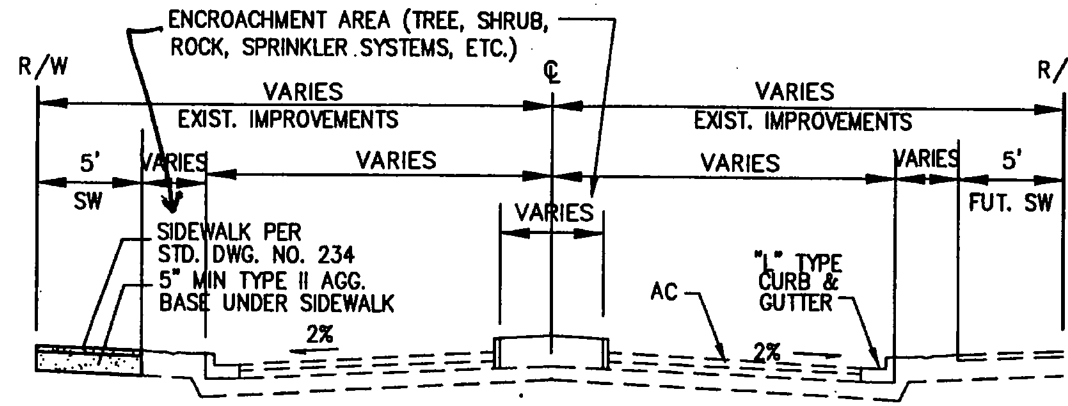


DEER SPRINGS WAY

NOT TO SCALE

EXHIBIT "G"

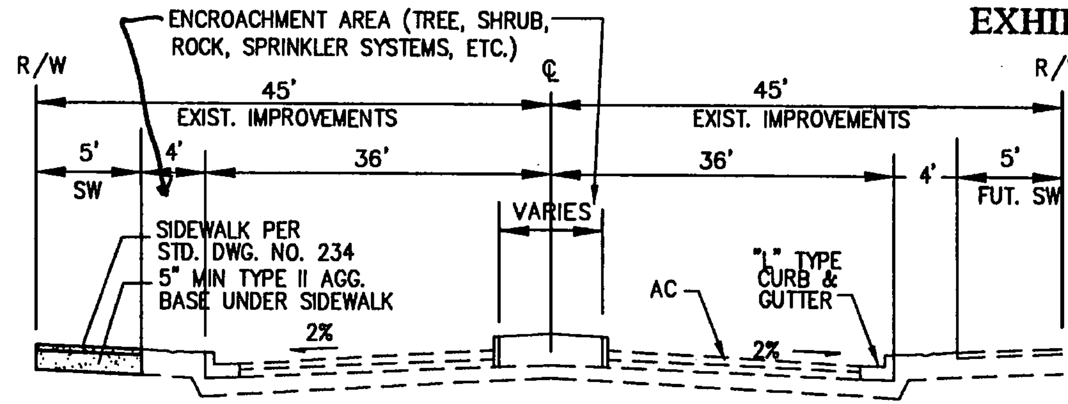
TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200	"ENCROACHMENT EXHIBIT"	DATE: 5/6/04	SCALE: N.T.S.
	FOR BROOKSIDE	P: \LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG	



GRAND MONTECITO PARKWAY

NOT TO SCALE

EXHIBIT "H"

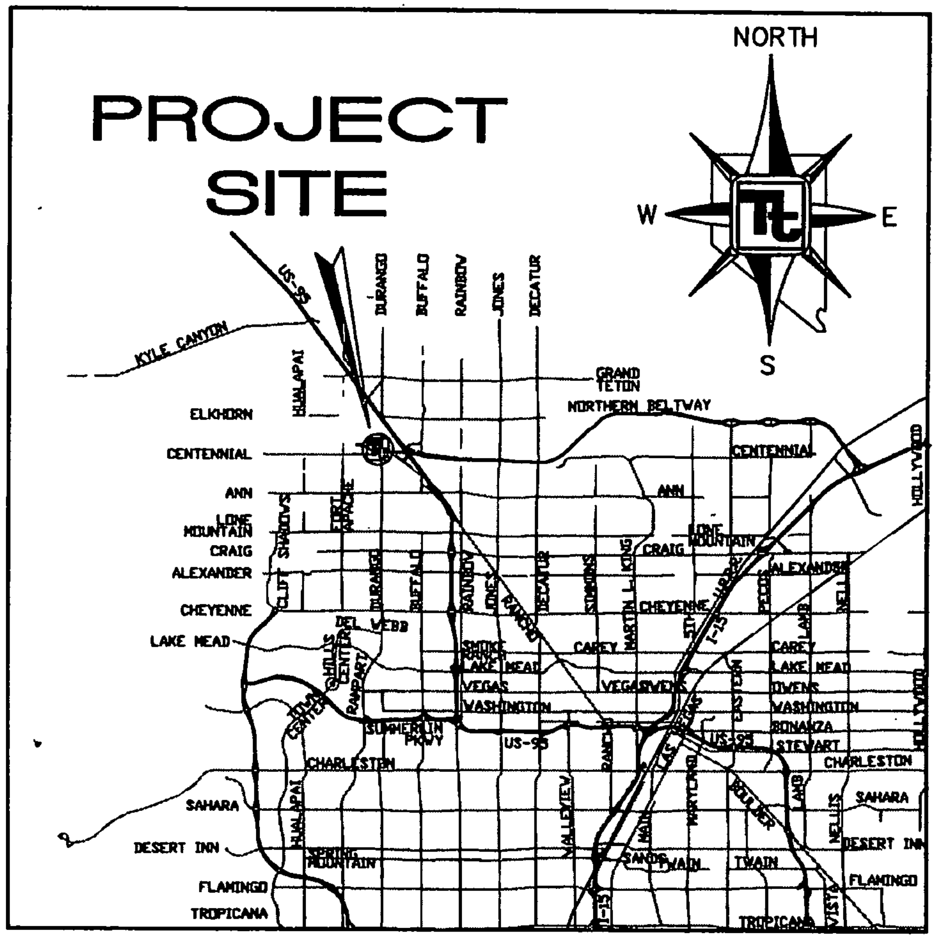


GRAND MONTECITO PARKWAY

NOT TO SCALE

TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200	"ENCROACHMENT EXHIBIT"	DATE: 6/17/04	SCALE: N.T.S.
	FOR BROOKSIDE	P:\LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG	

EXHIBIT "I"



VICINITY MAP

NOT TO SCALE

TETRA TECH, INC. 401 N. BUFFALO DR., STE. 100 LAS VEGAS, NV 89145 (702) 242-4200	"ENCROACHMENT EXHIBIT"	DATE: 6/17/04	SCALE: N.T.S.
	FOR BROOKSIDE	P: \LAND\P02243\0018\SURVEY\LEGALS\ENCROACH.DWG	

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of an Encroachment Request from Jacobs Facilities on behalf of Clark County, Nevada, owner (Lewis Avenue at Third Street) - Ward 1 (Moncrief)

Fiscal Impact

[X] No Impact	**Amount:**	
[ ] Budget Funds Available	**Dept./Division:**	Public Works/City Engineer
[ ] Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
The proposed encroachment shall consist of six signs displaying information and directions for visitors to the Regional Justice Center. There will be two signs on Lewis Avenue, two signs on Third Street, and two signs on Clark Avenue which will range in heights between 1 foot and 12 feet. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Agenda Memo

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2004
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF AN ENCROACHMENT REQUEST FROM JACOBS FACILITES ON BEHALF OF CLARK COUNTY, NEVADA, OWNER (LEWIS AVENUE AT THIRD STREET) - WARD 1 (MONCRIEF)

1. Exhibit "A" (area bound by Lewis Avenue, Third Street, Clark Avenue, and Casino Center Boulevard)
2. Exhibit "B" (area bound by Clark Avenue, Third Street, Bonneville Avenue, and Casino Center Boulevard)
3. Exhibit "C" (Lewis Avenue)
4. Exhibit "D" (southwest corner of Lewis Avenue and Third Street)
5. Exhibit "E" (Third Street)
6. Exhibit "F" (southeast corner of Clark Avenue and Casino Center Boulevard)
7. Exhibit "G" (Clark Avenue between Casino Center Boulevard and Third Street)
8. Exhibit "H" (Third Street south of Lewis Avenue)

REGIONAL JUSTICE CENTER BLOCK 22 AND CENTRAL PLANT - SITE PLAN

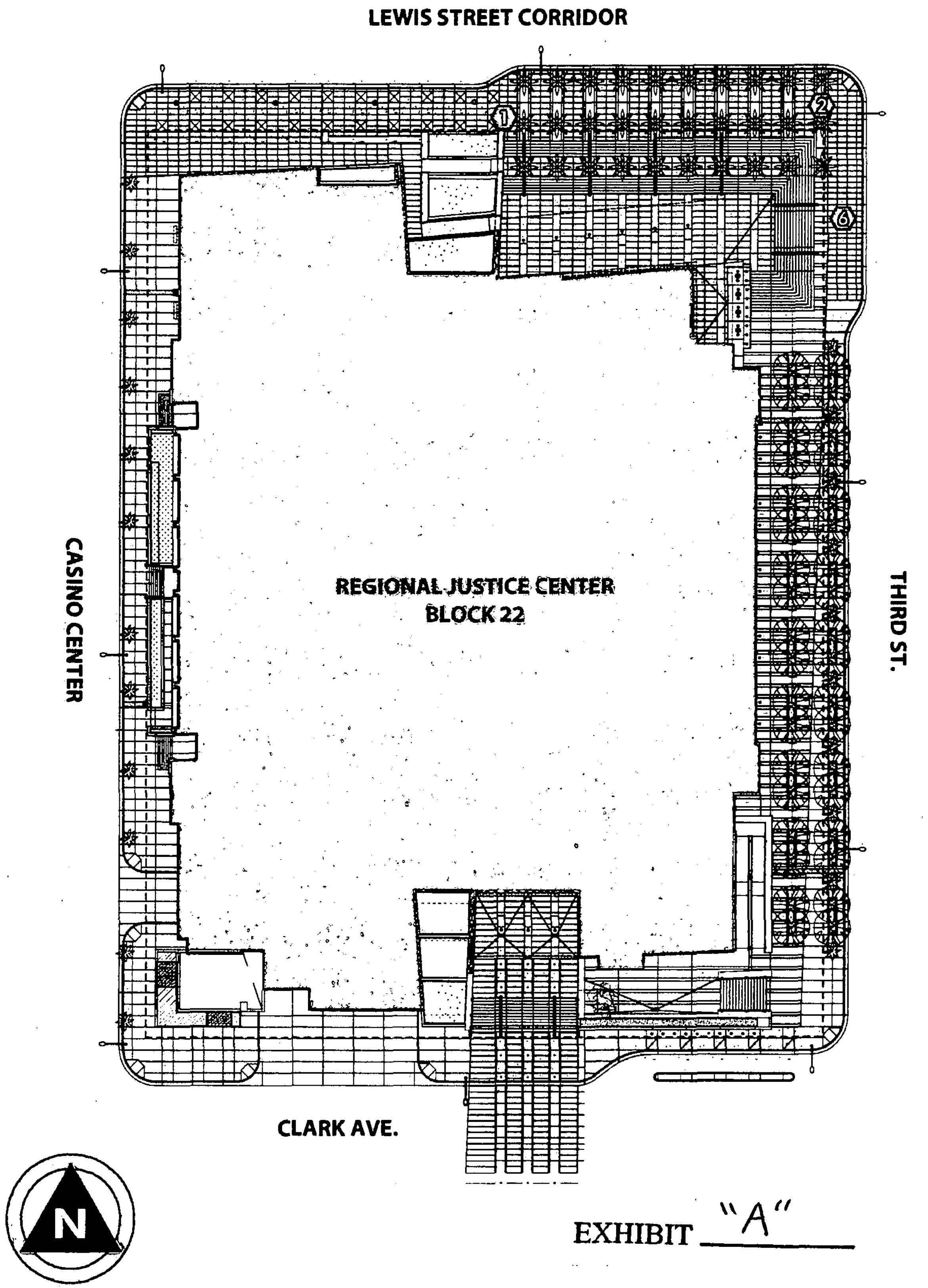


EXHIBIT "A"

REGIONAL JUSTICE CENTER BLOCK 23 AND CENTRAL PLANT - SITE PLAN

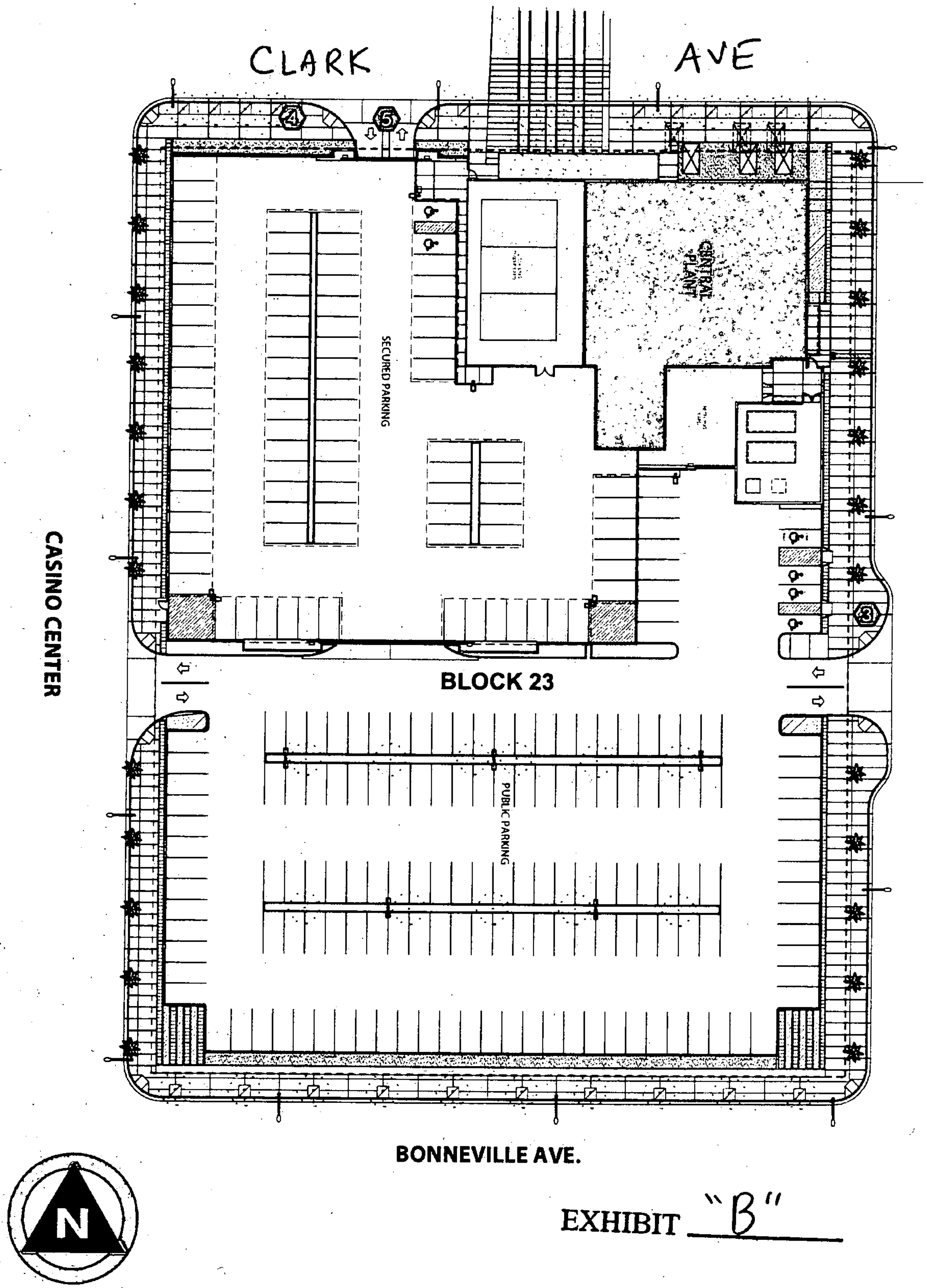
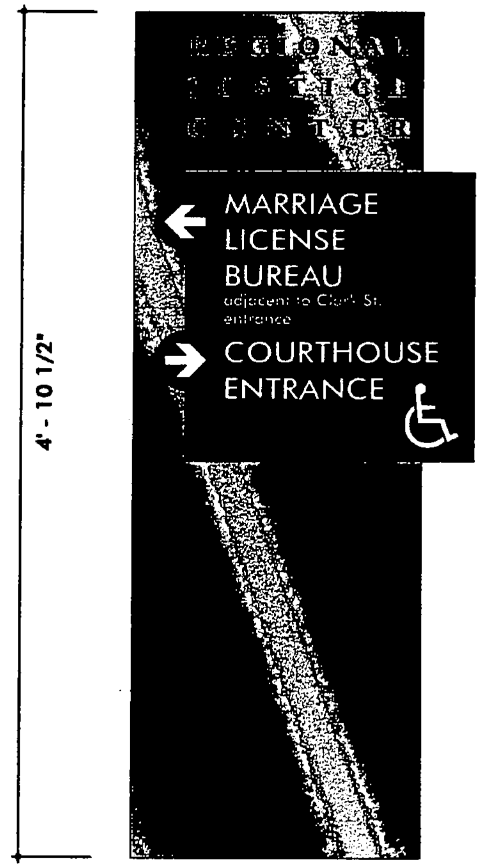


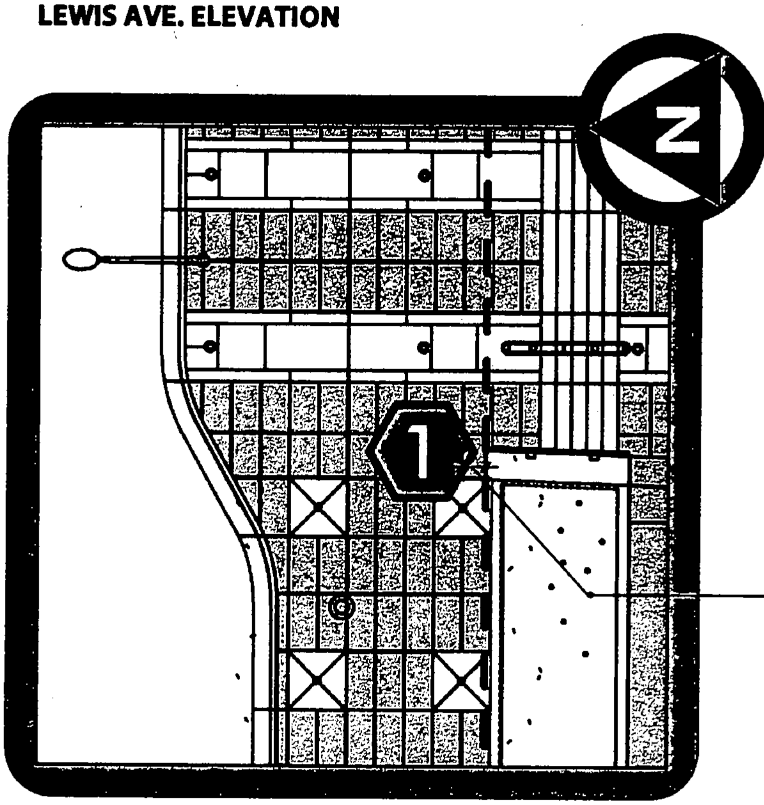
EXHIBIT "B"

1 SIGNAGE ENCROACHMENT S201 - CENTER OF LEWIS ST.

LEWIS AVE. ELEVATION



S201 SIGN ELEVATION

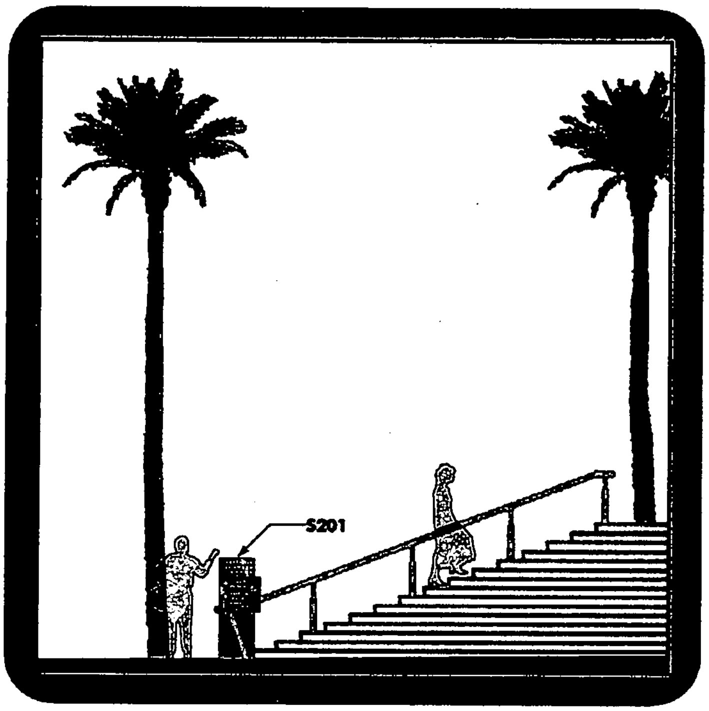


6" OVER PROPERTY LINE

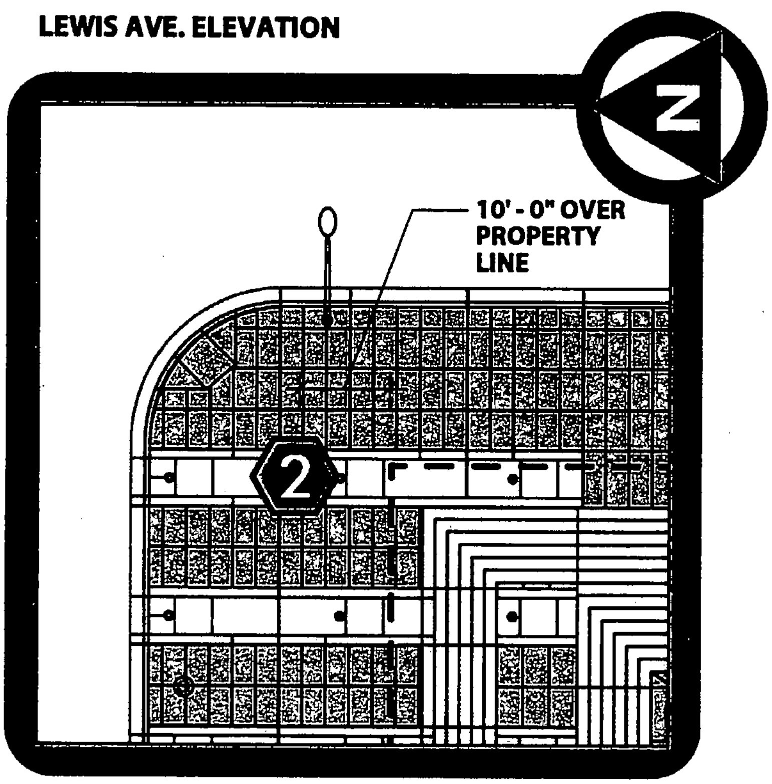
ENLARGED SITE PLAN

EXHIBIT "C"

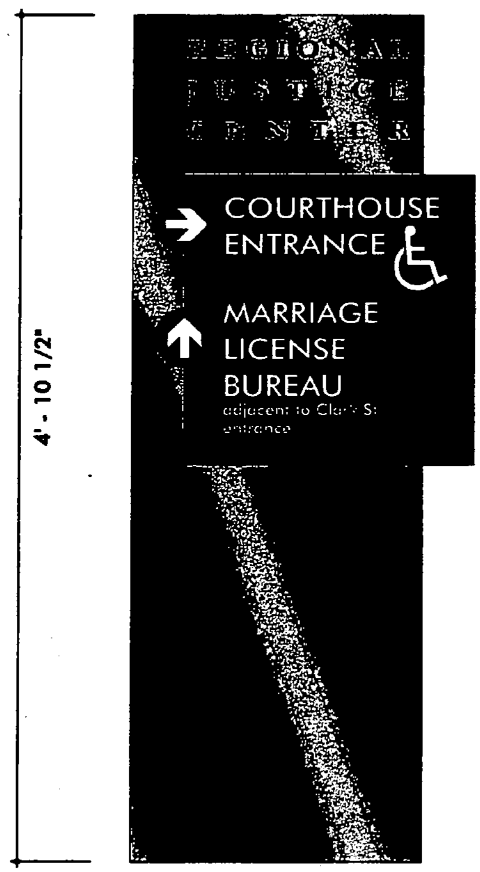
2 SIGNAGE ENCROACHMENT S201 - CORNER OF LEWIS & THIRD



LEWIS AVE. ELEVATION



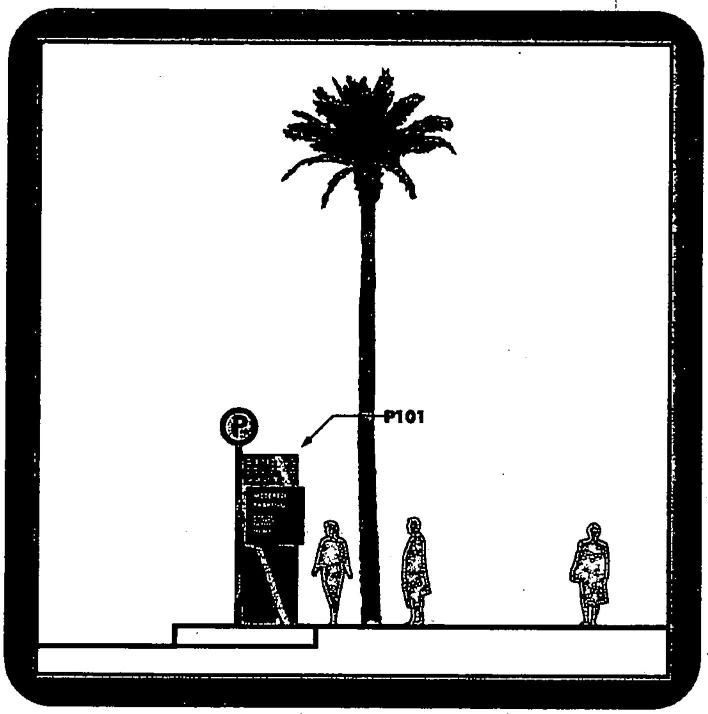
ENLARGED SITE PLAN



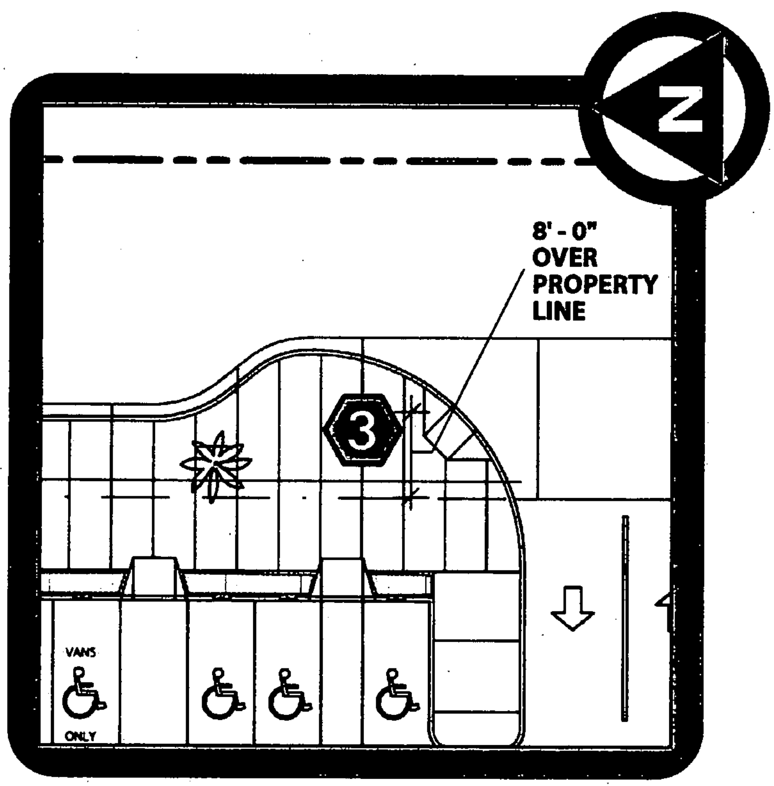
S201 SIGN ELEVATION

EXHIBIT "D"

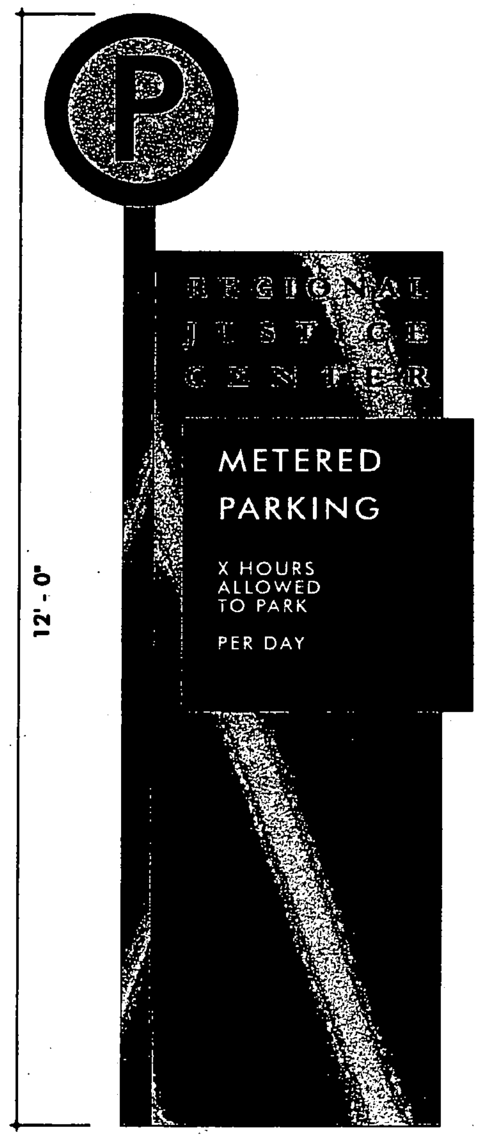
3 SIGNAGE ENCROACHMENT P101 - CENTER OF THIRD ST.



THIRD STREET ELEVATION



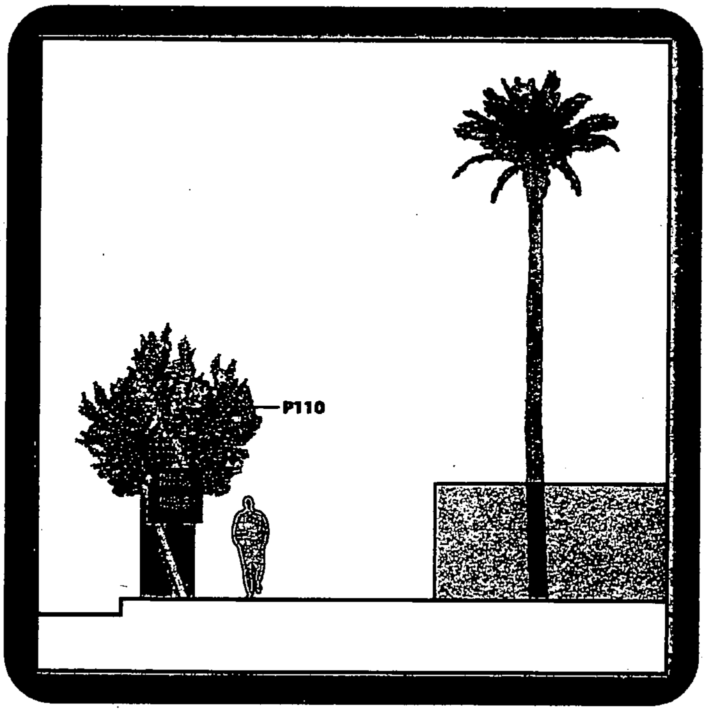
ENLARGED SITE PLAN



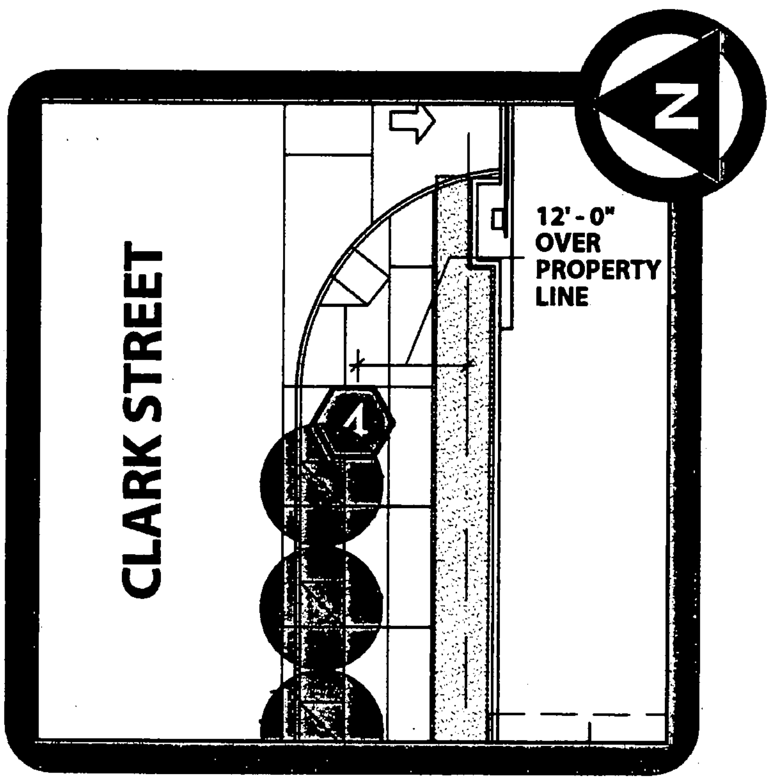
P101 SIGN ELEVATION

EXHIBIT "E"

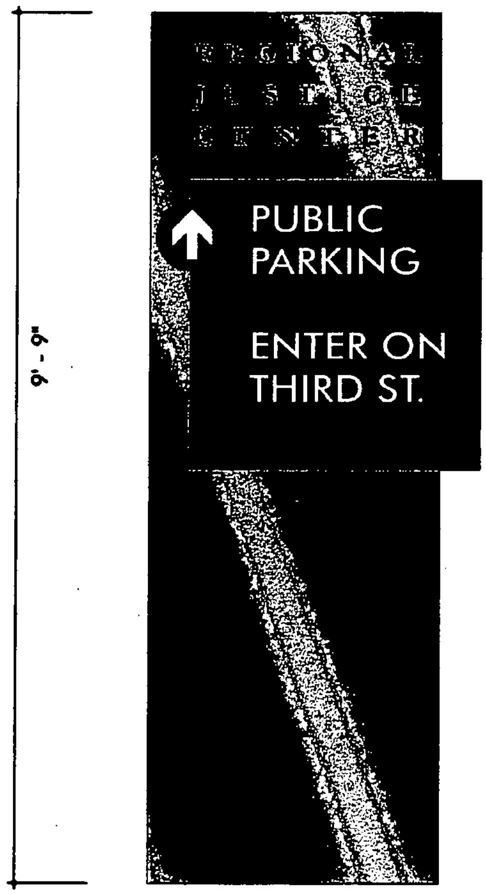
4 SIGNAGE ENCROACHMENT P110 - CLARK NEAR SECURE PARKING ENT.



CLARK ST. ELEVATION



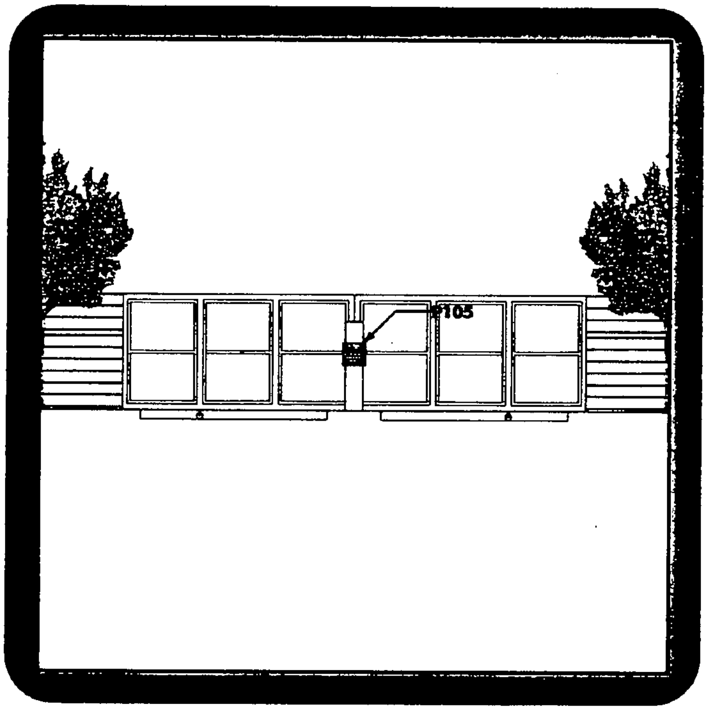
ENLARGED SITE PLAN



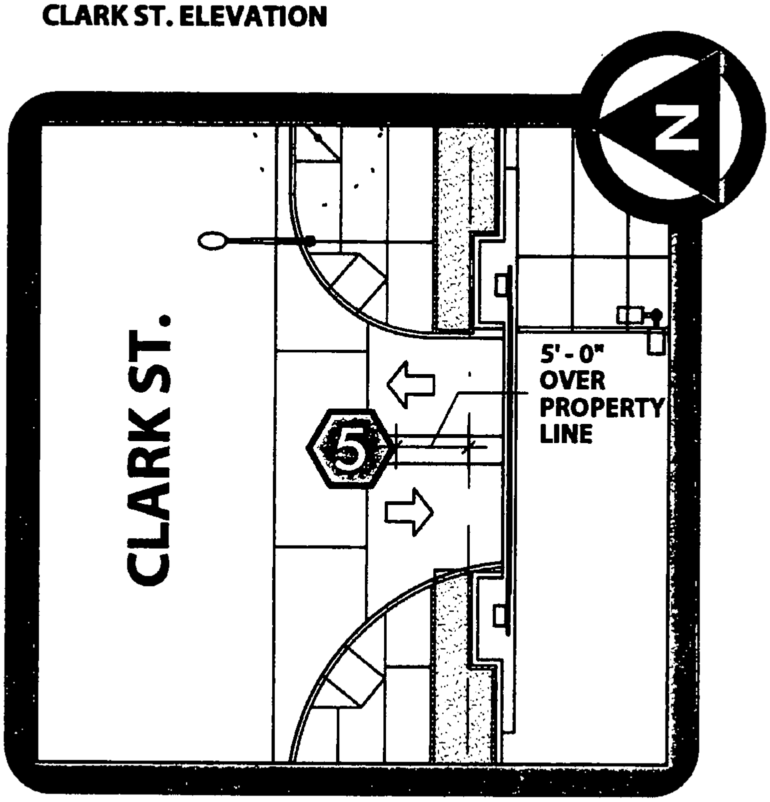
P110 SIGN ELEVATION

EXHIBIT "F"

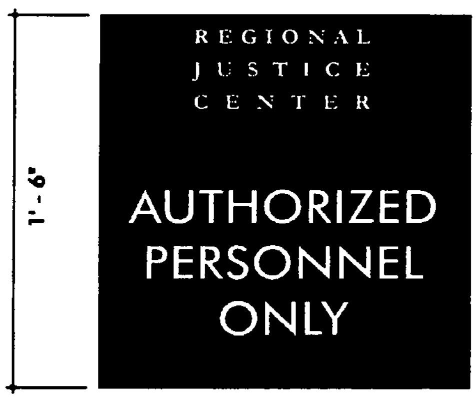
5 SIGNAGE ENCROACHMENT P105 - CLARK AT SECURE PARKING ENT.



CLARK ST. ELEVATION



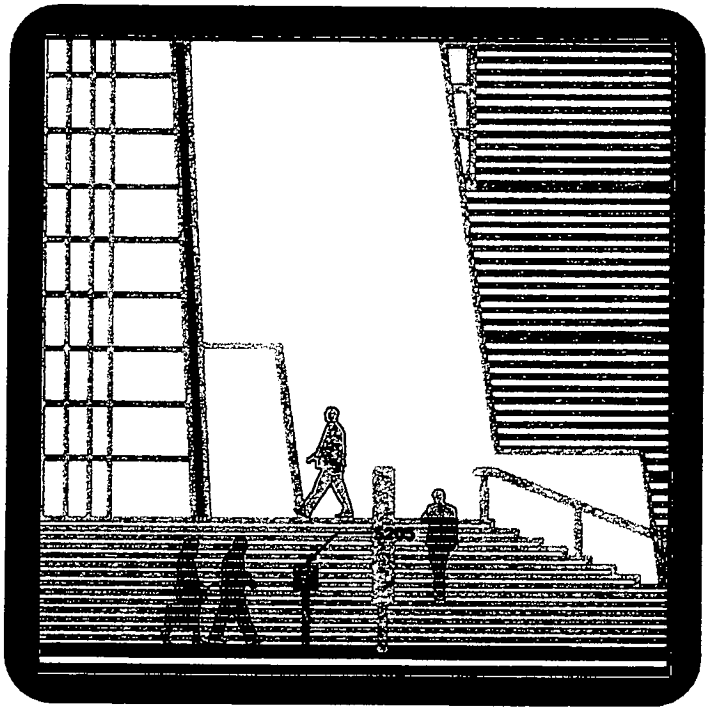
ENLARGED SITE PLAN



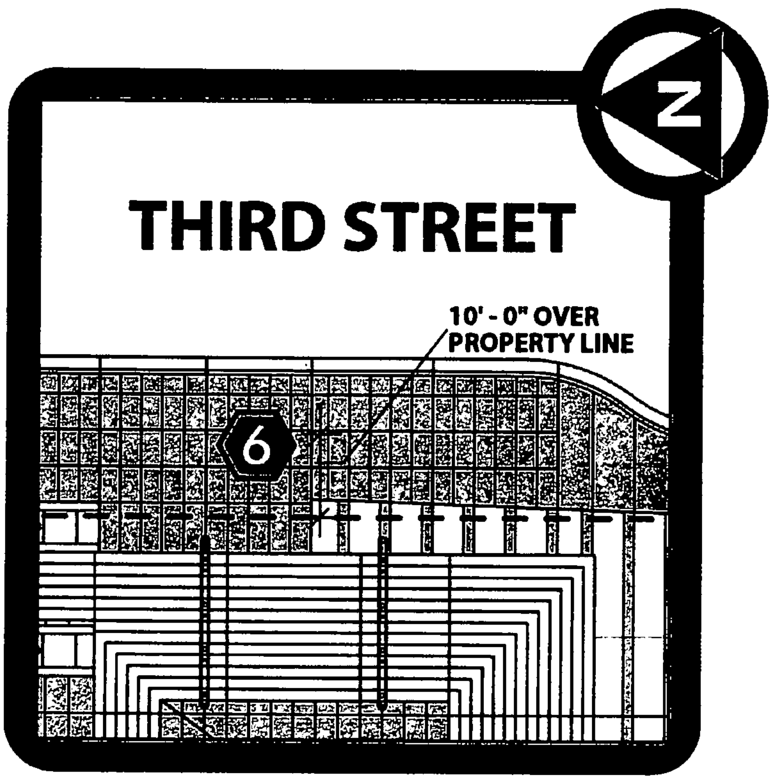
P105 SIGN ELEVATION

EXHIBIT "G"

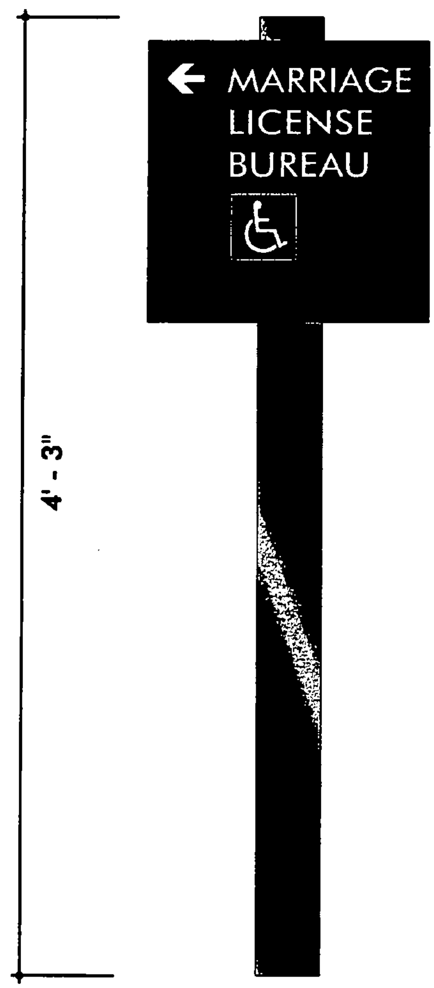
6 SIGNAGE ENCROACHMENT S205 - THIRD STREET ENTRANCE



THIRD STREET ELEVATION



ENLARGED SITE PLAN



S205 SIGN ELEVATION

EXHIBIT "H"

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of funding for relocation of Southwest Gas Corporation facilities located adjacent to the Water Pollution Control Facility on Vegas Valley Drive ($55,000 - Sanitation Fund) - County

Fiscal Impact

[ ] No Impact		**Amount:** $55,000
[X] Budget Funds Available		**Dept./Division:** Public Works/Environmental
[ ] Augmentation Required		**Funding Source:** Sanitation Fund

PURPOSE/BACKGROUND:
Design is complete for the first phase of security upgrades at the Water Pollution Control Facility (WPCF) as recommended in the Vulnerability Assessment. Included in this project (WPCF - Contract 31) is the design of one combined entrance with the dedicated right-turn lane on Vegas Valley Drive. These improvements necessitate the relocation of existing Southwest Gas Facilities on the south side of Vegas Valley Drive.

RECOMMENDATION:
The Director of Public Works recommends that the City Council approve funding for the relocation of existing Southwest Gas facilities adjacent to the Water Pollution Control Facility.

BACKUP DOCUMENTATION:
None

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:

Approval of a Request to Install Speed Humps on Whispering Sands Drive between Jones Boulevard and Bradley Road - ($13,000 - Neighborhood Traffic Management Program) - Ward 6 (Mack)

Fiscal Impact

[ ]	**No Impact**	**Amount:** $13,000
[X]	**Budget Funds Available**	**Dept./Division:** Public Works/Traffic Eng.
[ ]	**Augmentation Required**	**Funding Source:** Neighborhood Traffic Management Program

PURPOSE/BACKGROUND:

Residents on Whispering Sands Drive have requested the installation of speed humps. Traffic studies showed there were 649 vehicles per day traveling the street. The 85th percentile speed was 43 mph. A total of 40 points is necessary to recommend the installation of speed humps; Whispering Sands accumulated 48 points. The Traffic and Parking Commission recommended not to approve the installation of speed humps because the Fire Department had classified Whispering Sands as an emergency response route. The street has since been reclassified as it is no longer an emergency response route.

RECOMMENDATION:

Staff: Approval

BACKUP DOCUMENTATION:

Map

MOTION:

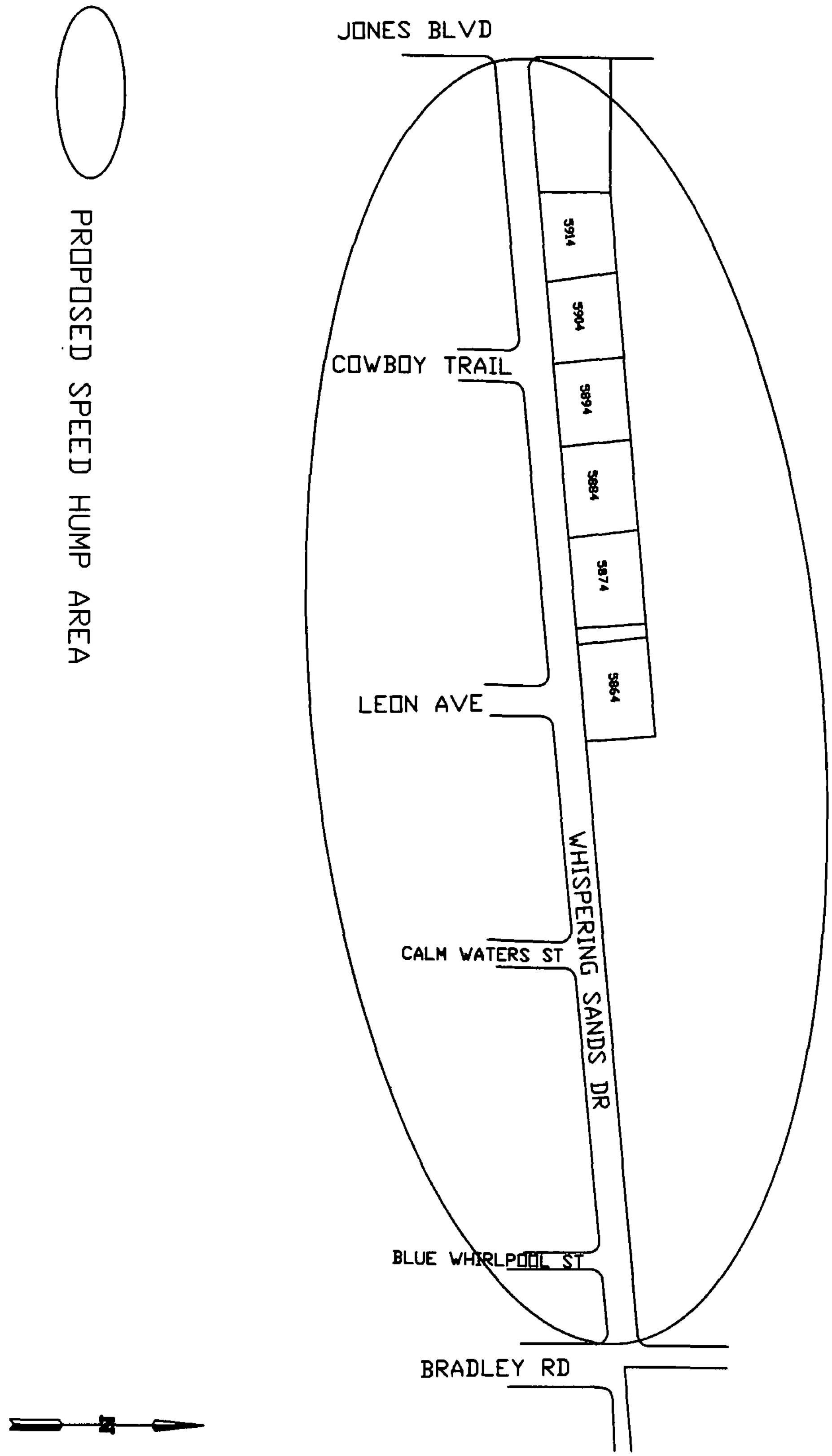
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)
1-952


PROPOSED SPEED HUMP AREA
JONES BLVD
5914
5904
COWBOY TRAIL
5894
5884
5874
5864
LEON AVE
WHISPERING SANDS DR
CALM WATERS ST
BLUE WHIRLPOOL ST
BRADLEY RD

City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
Approval of the Installation of Speed Humps on Walnut Avenue between 21st Street and Eastern Avenue ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

Fiscal Impact

[ ]	**No Impact**	**Amount:**	$7,800
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works/Traffic Eng.
[ ]	**Augmentation Required**	**Funding Source:**	Neighborhood Traffic Management Program

PURPOSE/BACKGROUND:
The Traffic Engineering Division received a request to install speed humps on Walnut Avenue between 21st Street and Eastern Avenue. Studies conducted on this roadway showed that the 85th percentile speed was 39 mph and the volume of traffic was 726 vehicles per day. Walnut Avenue accumulated 44 points; a total of 40 points is necessary to meet the speed hump criteria. Walnut Avenue is not an emergency response route.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

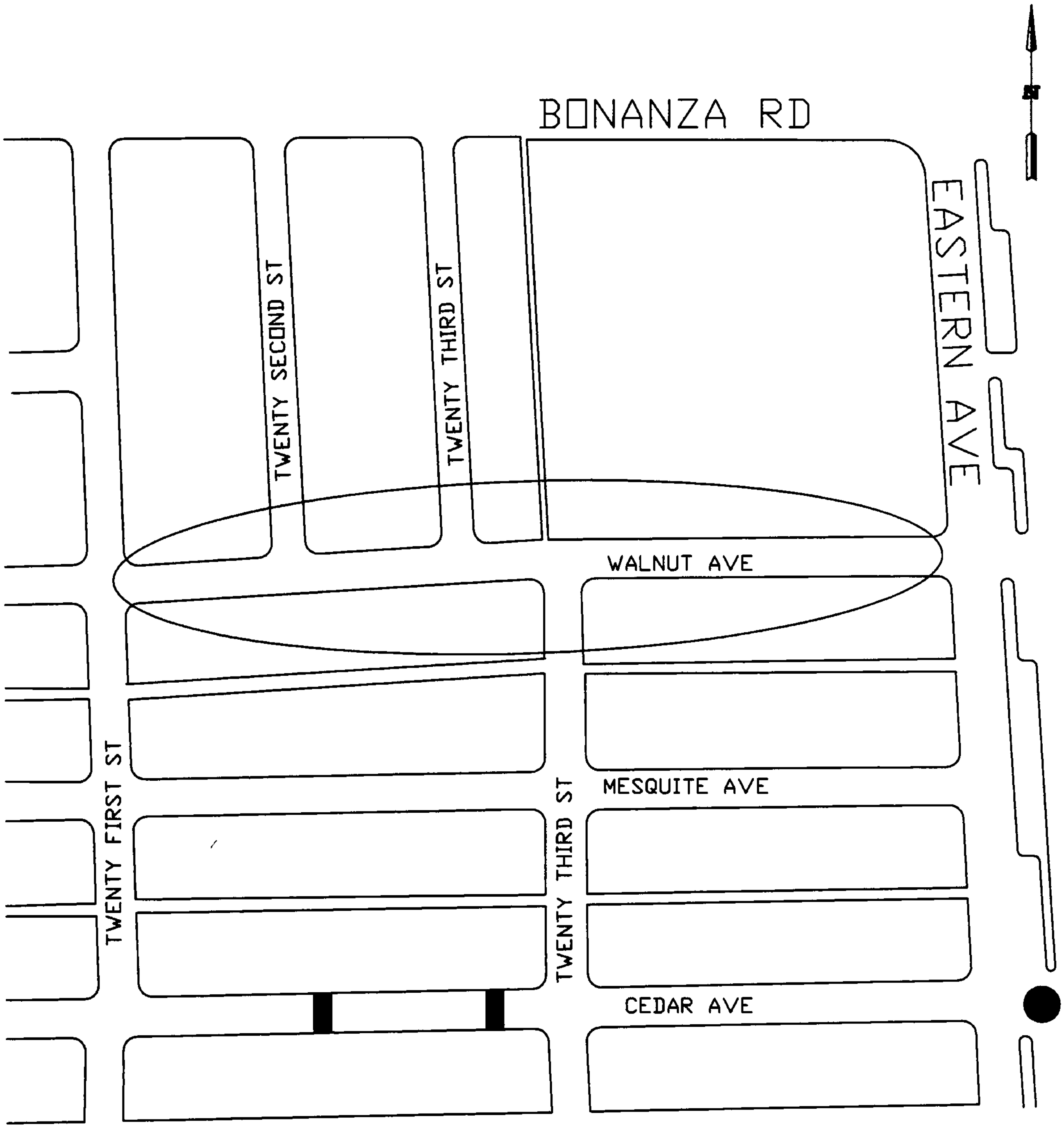
BACKUP DOCUMENTATION:
Map

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62:	**APPROVED under separate actions** (see individual items)
Items 54 and 55:	**STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952



PROPOSED SPEED HUMP AREA

EXISTING SPEED HUMPS

EXISTING TRAFFIC SIGNAL

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-121-2004 - Approval of a Resolution directing the City Treasurer to prepare the Eightieth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Acquisition, construction and installation of street, road, sanitary sewer, storm/drainage improvements, and water main projects. Parcel is located in Centerpoint Plaza.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-121-2004

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

RESOLUTION NO. R-121-2004

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. 707 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

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

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

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WHEREAS, by Ordinance No. 3993 that was duly passed, adopted and approved by the City Council on the 15th day of May, 1996, 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 within 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 the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the 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, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-36-814-001, 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 (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided.

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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 21st day of July, 2004, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 3993, levied upon that certain lot or parcel of property and is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-36-814-001, among the several parts into which said Parcel has been divided.

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-'04 Madeline T. Dickmann-DiCicco
Date Deputy City Attorney

ATTEST:

Beverly K. Bridges
BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-122-2004 - Approval of a Resolution approving the Eightieth Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Acquisition, construction and installation of street, road, sanitary sewer, storm/drainage improvements, and water main projects. Parcel is located in Centerpoint Plaza.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-122-2004

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

RESOLUTION NO. R-122-2004

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

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

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-36-814-001, among the several parts into which said Parcel has been divided and to

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prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment; and

WHEREAS, the City Treasurer, on the 21st day of July, 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Eightieth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 707 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed that 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 being held on this 21st day of July, 2004, as follows:

SECTION 1. That certain document entitled "Eightieth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 707 (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 levied upon that certain lot and parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-36-814-001, 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 hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-04 Madeline J. Diekman-DiLicco
Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

APN: 137-36-814-001

RECEIVED
CITY CLERK

2004 JUL 22 A 8:23

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

EIGHTIETH ASSESSMENT LIEN APPORTIONMENT REPORT
(July 21, 2004)

RETURN TO:

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

EIGHTIETH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified as being Clark County Assessor's Parcel Number 137-36-814-001 in the original amount of $593,631.57 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said parcel, as follows:

OWNER	LEGAL DESCRIPTION[1]			ASSESSMENT BY OWNER
	APN	AREA	LOT	
Center Pointe Plaza LLC	137-36-814-002	19,125	1-A	$ 578,615.53
	137-36-814-003	39,965	1-B	
	137-36-814-004	527,084	1-C	
	137-36-814-005	64,184	1-F	
	137-36-814-006	7,683	1-G	
	137-36-814-007	15,073	1-H	
	137-36-814-009	7,213	1-J	
	137-36-814-010	15,450	1-K	
	137-36-814-011	7,700	1-L	
	137-36-814-012	11,000	1-M	
	137-36-814-013	42,000	1-N	
Town & Country Bank, Inc.	137-36-814-008	19,632	1-I	$ 15,016.04
			TOTAL	**$ 593,631.57**

[1] All of lot 1 of Centerpoint Plaza as shown in Book 97, Page 74 of Plats and more particularly described in Amended Record of Survey File 120, Page 4 recorded in the Office of the County Recorder, Clark County, Nevada

DATED this 21st day of July 2004.

I concur with the apportionments as stated above.

CENTER POINTE PLAZA LLC, A NEVADA LIMITED LIABILITY COMPANY

BY ITS MANAGING PARTNER:
CENTERPOINT MANAGEMENT LLC, A NEVADA LIMITED LIABILITY COMPANY

JAMES A. CHRISTENSEN, Managing Member

TOWN & COUNTRY BANK, INC.

TIM ROGERS, Executive Vice President

Respectfully submitted,

MICHAEL K. OLSON, City Treasurer

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

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-123-2004 - Approval of a Resolution directing the City Treasurer to prepare the Sixty-Third Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Barcelona at The Paseos.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-123-2004

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

RESOLUTION NO. R-123-2004

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

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

WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively, the City Council created and amended "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved by the City Council on the 7th day of February, 2001, the City Council assessed all of the cost and expense of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within 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 the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the 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, a portion of that certain lot or parcel of property, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, 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 (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided;

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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 21st day of July, 2004, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5293, levied upon a portion of that certain lot or parcel of property and is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, among the several parts into which said Parcel has been divided.

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-'04 Madeline T. Diekman DiCicco
Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

City of Las Vegas **Agenda Item No. 45**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-124-2004 - Approval of a Resolution approving the Sixty-Third Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Barcelona at The Paseos.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-124-2004

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

RESOLUTION NO. R-124-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA); APPROVING THE SIXTY-THIRD ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon a portion of that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, among the several parts into which said Parcel has been divided, and to

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prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment; and

WHEREAS, the City Treasurer, on the 21st day of July, 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Sixty-Third Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed that 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 being held on this 21st day of July, 2004, as follows:

SECTION 1. That certain document entitled "Sixty-Third Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 808 (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 levied upon a portion of that certain lot and parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, 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 the above-referenced 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.

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-04 Madeline L. Diekman DiCicco

Date Deputy City Attorney

ATTEST:

Beverly K Bridges

BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

APN: PT 137-22-000-010

RECEIVED
CITY CLERK

2004 JUL 22 A 8:23

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

SIXTY-THIRD ASSESSMENT LIEN APPORTIONMENT REPORT
(July 21, 2004)

RETURN TO:

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

SIXTY-THIRD ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against a portion of that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, in the amount of $2,602,881.12, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
1	1[1]	$ 5,833.34
1	2[1]	$ 5,833.34
1	3[1]	$ 5,833.34
1	4[1]	$ 5,833.34
1	5[1]	$ 5,833.34
1	6[1]	$ 5,833.34
1	7[1]	$ 5,833.34
1	8[1]	$ 5,833.34
3	32[1]	$ 5,833.34
3	33[1]	$ 5,833.34
3	34[1]	$ 5,833.34
3	35[1]	$ 5,833.34
3	36[1]	$ 5,833.34
3	37[1]	$ 5,833.34
3	38[1]	$ 5,833.34
3	39[1]	$ 5,833.34
3	40[1]	$ 5,833.34
3	41[1]	$ 5,833.34

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
3	42[1]	$ 5,833.34
3	43[1]	$ 5,833.34
3	44[1]	$ 5,833.34
4	51[1]	$ 5,833.34
4	52[1]	$ 5,833.34
4	53[1]	$ 5,833.34
4	54[1]	$ 5,833.34
4	55[1]	$ 5,833.34
4	56[1]	$ 5,833.34
4	57[1]	$ 5,833.34
4	58[1]	$ 5,833.34
4	59[1]	$ 5,833.34
4	60[1]	$ 5,833.34
4	61[1]	$ 5,833.34
4	62[1]	$ 5,833.34
4	63[1]	$ 5,833.34
4	64[1]	$ 5,833.34
4	65[1]	$ 5,833.34
4	66[1]	$ 5,833.34
4	67[1]	$ 5,833.34
4	68[1]	$ 5,833.34
4	69[1]	$ 5,833.34
4	70[1]	$ 5,833.34
4	71[1]	$ 5,833.34
2	72[1]	$ 5,833.34
2	73[1]	$ 5,833.34

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
2	74[1]	$ 5,833.34
2	75[1]	$ 5,833.34
2	76[1]	$ 5,833.34
2	77[1]	$ 5,833.34
2	78[1]	$ 5,833.34
2	79[1]	$ 5,833.34
2	85[1]	$ 5,833.34
2	86[1]	$ 5,833.34
2	87[1]	$ 5,833.34
2	88[1]	$ 5,833.34
2	89[1]	$ 5,833.34
2	90[1]	$ 5,833.34
2	91[1]	$ 5,833.34
	SUB-TOTAL	$ 332,500.38
	REMAINDER[2]	$ 2,270,380.74
	TOTAL	**$ 2,602,881.12**

[1] of Barcelona at The Paseos, Unit 1 as recorded in Book 117 of Plats, Page 6 in the Office of the County Recorder, Clark County, Nevada

[2] Being that certain parcel as described in Attachment "A" attached hereto, excepting therefrom, the following described parcels:

Being all of Summerlin Village 23A Unit No. 1 as shown in Book 108 of Plats Page 29 recorded in the Office of the County Recorder, Clark County, Nevada

All of Barcelona at The Paseos, Unit 1 as recorded in Book 117 of Plats, Page 6 in the office of the County Recorder, Clark County, Nevada.

DATED this 21st day of July 2004.

I concur with the apportionments as stated above.

KEVIN ORROCK, Executive Vice President/Treasurer
THE HOWARD HUGHES CORPORATION, a Nevada Corporation
(Developer)

Respectfully submitted,

MICHAEL K. OLSON, City Treasurer

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

ATTACHMENT "A"

VILLAGE 23A

THAT PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 91, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN SECTION 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, AND SECTION 3, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 34, NORTH 89°52'23" WEST, 529.16 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 34, NORTH 89°52'23" WEST, 1460.82 FEET;

THENCE DEPARTING SAID SOUTH LINE OF SECTION 34, FROM A TANGENT BEARING SOUTH 89°48'28" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 1511.64 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 47°54'27", AN ARC LENGTH OF 1263.95 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 48°05'59" WEST;

THENCE SOUTH 42°19'11" WEST, 243.81 FEET;

THENCE NORTH 64°15'14" WEST, 63.80 FEET TO AN INTERSECTION WITH THE AFOEMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD (OR:880606:00481);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, NORTH 41°49'58" EAST, 256.04 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, NORTH 53°04'23" WEST, 343.06 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 4420.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42°26'08", AN ARC LENGTH OF 3273.63 FEET;

THENCE NORTH 10°38'15" WEST, 1619.46 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 84°21'45" EAST, 486.07 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°56'40", AN ARC LENGTH OF 564.81 FEET;

THENCE SOUTH 82°41'35" EAST, 450.15 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 2160.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 26°03'05", AN ARC LENGTH OF 982.11 FEET;

THENCE NORTH 71°15'20" EAST, 219.22 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 6000.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC LENGTH OF 454.37 FEET;

THENCE NORTH 75°35'40" EAST, 805.93 FEET;

THENCE FROM A TANGENT BEARING SOUTH 09°04'41" EAST, CURVING TO THE LEFT ALONG THE ARC OF A 3750.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 09°22'19", AN ARC LENGTH OF 613.39 FEET;

THENCE SOUTH 18°27'00" EAST, 2003.70 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 3500.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 15°46'02", AN ARC LENGTH OF 963.16 FEET;

THENCE SOUTH 02°40'58" EAST, 1024.32 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED CHARLESTON BOULEVARD (OR:880606:00481);

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, CONTINUING SOUTH 02°40'58" EAST, 71.57 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 393.84 GROSS ACRES.

City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

[X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-125-2004 - Approval of a Resolution directing the City Treasurer to prepare the Sixty-Fourth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Cordova at Summerlin.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-125-2004

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

RESOLUTION NO. R-125-2004

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

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

WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively, the City Council created and amended "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved by the City Council on the 7th day of February, 2001, the City Council assessed all of the cost and expense of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within 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 the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the 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, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, 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 (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said 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 21st day of July, 2004, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5293, levied upon that certain lot or parcel of property and is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, among the several parts into which said Parcel has been divided.

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-04 Madeline T. Diefman-DiCicco

Date Deputy City Attorney

ATTEST:

Beverly K Bridges

BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-126-2004 - Approval of a Resolution approving the Sixty-Fourth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

[X] **No Impact**	**Amount:**	
[ ] **Budget Funds Available**	**Dept./Division:**	
[ ] **Augmentation Required**	**Funding Source:**	

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Cordova at Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. 126-2004

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)

Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

There was no related discussion.

(9:37 – 9:39)

1-952

RESOLUTION NO. R-126-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA); APPROVING THE SIXTY-FOURTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, among the several parts into which said Parcel has been divided, and to

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prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment; and

WHEREAS, the City Treasurer, on the 21st day of July, 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Sixty-Fourth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed that 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 being held on this 21st day of July, 2004, as follows:

SECTION 1. That certain document entitled "Sixty-Fourth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 808 (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 levied upon that certain lot and parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, 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 the above-referenced 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.

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-04 Madeline L. Dieckman-DiCicco

Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

APN: 137-34-810-004

RECEIVED
CITY CLERK

2004 JUL 22 A 8: 23

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

<u>SIXTY-FOURTH ASSESSMENT LIEN APPORTIONMENT REPORT</u>
(July 21, 2004)

RETURN TO:

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

SIXTY-FOURTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, in the amount of $408,511.47, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	1[1]	$ 3,242.15
A	2[1]	$ 3,242.15
A	3[1]	$ 3,242.15
A	4[1]	$ 3,242.15
A	5[1]	$ 3,242.15
A	6[1]	$ 3,242.15
A	7[1]	$ 3,242.15
A	8[1]	$ 3,242.15
A	9[1]	$ 3,242.15
A	10[1]	$ 3,242.15
A	11[1]	$ 3,242.15
A	12[1]	$ 3,242.15
A	13[1]	$ 3,242.15
A	14[1]	$ 3,242.15
A	15[1]	$ 3,242.15
A	16[1]	$ 3,242.15
A	17[1]	$ 3,242.15
A	18[1]	$ 3,242.15
A	19[1]	$ 3,242.15
A	20[1]	$ 3,242.15
A	21[1]	$ 3,242.15

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	22[1]	$ 3,242.15
A	23[1]	$ 3,242.15
A	24[1]	$ 3,242.15
A	25[1]	$ 3,242.15
A	26[1]	$ 3,242.15
A	27[1]	$ 3,242.15
A	28[1]	$ 3,242.15
A	29[1]	$ 3,242.15
A	30[1]	$ 3,242.15
A	31[1]	$ 3,242.15
A	32[1]	$ 3,242.15
A	33[1]	$ 3,242.15
A	34[1]	$ 3,242.15
A	35[1]	$ 3,242.15
A	36[1]	$ 3,242.15
A	37[1]	$ 3,242.15
A	38[1]	$ 3,242.15
A	39[1]	$ 3,242.15
A	40[1]	$ 3,242.15
A	41[1]	$ 3,242.15
A	42[1]	$ 3,242.15
A	43[1]	$ 3,242.15
A	44[1]	$ 3,242.15
A	45[1]	$ 3,242.15
A	46[1]	$ 3,242.15
A	47[1]	$ 3,242.15
A	48[1]	$ 3,242.15
A	49[1]	$ 3,242.15

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	50[1]	$ 3,242.15
A	51[1]	$ 3,242.15
A	52[1]	$ 3,242.15
A	53[1]	$ 3,242.15
A	54[1]	$ 3,242.15
A	55[1]	$ 3,242.15
A	56[1]	$ 3,242.15
A	57[1]	$ 3,242.15
A	58[1]	$ 3,242.15
A	59[1]	$ 3,242.15
A	60[1]	$ 3,242.15
A	61[1]	$ 3,242.15
A	62[1]	$ 3,242.15
A	63[1]	$ 3,242.15
A	64[1]	$ 3,242.15
A	65[1]	$ 3,242.15
A	66[1]	$ 3,242.15
A	67[1]	$ 3,242.15
A	68[1]	$ 3,242.15
A	69[1]	$ 3,242.15
A	70[1]	$ 3,242.16
A	71[1]	$ 3,242.16
A	72[1]	$ 3,242.16
A	73[1]	$ 3,242.16
A	74[1]	$ 3,242.16
B	75[1]	$ 3,242.16
B	76[1]	$ 3,242.16
B	77[1]	$ 3,242.16

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
B	78[1]	$ 3,242.16
B	79[1]	$ 3,242.16
B	80[1]	$ 3,242.16
B	81[1]	$ 3,242.16
B	82[1]	$ 3,242.16
B	83[1]	$ 3,242.16
B	84[1]	$ 3,242.16
B	85[1]	$ 3,242.16
B	86[1]	$ 3,242.16
B	87[1]	$ 3,242.16
B	88[1]	$ 3,242.16
B	89[1]	$ 3,242.16
B	90[1]	$ 3,242.16
B	91[1]	$ 3,242.16
B	92[1]	$ 3,242.16
B	93[1]	$ 3,242.16
B	94[1]	$ 3,242.16
B	95[1]	$ 3,242.16
B	96[1]	$ 3,242.16
B	97[1]	$ 3,242.16
B	98[1]	$ 3,242.16
B	99[1]	$ 3,242.16
B	100[1]	$ 3,242.16
B	101[1]	$ 3,242.16
B	102[1]	$ 3,242.16
B	103[1]	$ 3,242.16
B	104[1]	$ 3,242.16
B	105[1]	$ 3,242.16

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
B	106[1]	$ 3,242.16
B	107[1]	$ 3,242.16
B	108[1]	$ 3,242.16
B	109[1]	$ 3,242.16
B	110[1]	$ 3,242.16
B	111[1]	$ 3,242.16
B	112[1]	$ 3,242.16
B	113[1]	$ 3,242.16
B	114[1]	$ 3,242.16
B	115[1]	$ 3,242.16
B	116[1]	$ 3,242.16
B	117[1]	$ 3,242.16
B	118[1]	$ 3,242.16
B	119[1]	$ 3,242.16
B	120[1]	$ 3,242.16
B	121[1]	$ 3,242.16
B	122[1]	$ 3,242.16
B	123[1]	$ 3,242.16
B	124[1]	$ 3,242.16
B	125[1]	$ 3,242.16
B	126[1]	$ 3,242.16
	TOTAL	**$ 408,511.47**

[1] of Cordova at Summerlin as recorded in Book 117 of Plats, Page 24 in the Office of the County Recorder, Clark County, Nevada

DATED this 21st day of July 2004.

I concur with the apportionments as stated above.

DON BOETTCHER, Vice President of Land Acquisitions
PN II, Inc. A Nevada Corporation, d/b/a Pulte Homes of Nevada
(Developer)

Respectfully submitted,

MICHAEL K. OLSON, City Treasurer

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

City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-127-2004 - Approval of a Resolution directing the City Treasurer to prepare the Thirteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

[X] No Impact	Amount:	
[ ] Budget Funds Available	Dept./Division:	
[ ] Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Barcelona at The Paseos.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. 127-2004

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

RESOLUTION NO. R-127-2004

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

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

WHEREAS, by Ordinance No. 5597 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of May, 2003, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5598 that was duly passed, adopted and approved by the City Council on the 7th day of May, 2003, the City Council assessed all of the cost and expense of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within 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 the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the 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, a portion of that certain lot or parcel of property, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, 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 (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided;

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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 21st day of July, 2004, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5598, levied upon a portion of that certain lot or parcel of property and is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, among the several parts into which said Parcel has been divided.

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-04 Madeline T. Diekman DiLicco

Date Deputy City Attorney

ATTEST:

Beverly K Bridges

BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
RESOLUTIONS:

R-128-2004 - Approval of a Resolution approving the Thirteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Barcelona at The Paseos.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. 128-2004

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

RESOLUTION NO. R-128-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); APPROVING THE THIRTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon a portion of that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, among the several parts into which said Parcel has been divided, and to

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prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment; and

WHEREAS, the City Treasurer, on the 21st day of July, 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Thirteenth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed that 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 being held on this 21st day of July, 2004, as follows:

SECTION 1. That certain document entitled "Thirteenth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 809 (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 levied upon a portion of that certain lot and parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, 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 the above-referenced 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.

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-04 Madeline J. Dickman DiCicco

Date Deputy City Attorney

ATTEST:

Beverly K Bridges

BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

APN: PT 137-22-000-010

RECEIVED
CITY CLERK

2004 JUL 22 A 8:23

City of Las Vegas, Nevada
Special Improvement District No. 809
(Summerlin Area)

<u>THIRTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT</u>
(July 21, 2004)

RETURN TO:

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

THIRTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against a portion of that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-010, in the amount of $3,374,895.66, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
1	1[1]	$ 7,563.51
1	2[1]	$ 7,563.51
1	3[1]	$ 7,563.51
1	4[1]	$ 7,563.51
1	5[1]	$ 7,563.51
1	6[1]	$ 7,563.51
1	7[1]	$ 7,563.51
1	8[1]	$ 7,563.51
3	32[1]	$ 7,563.51
3	33[1]	$ 7,563.51
3	34[1]	$ 7,563.51
3	35[1]	$ 7,563.51
3	36[1]	$ 7,563.51
3	37[1]	$ 7,563.51
3	38[1]	$ 7,563.51
3	39[1]	$ 7,563.51
3	40[1]	$ 7,563.51
3	41[1]	$ 7,563.51

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
3	42[1]	$ 7,563.51
3	43[1]	$ 7,563.51
3	44[1]	$ 7,563.51
4	51[1]	$ 7,563.51
4	52[1]	$ 7,563.51
4	53[1]	$ 7,563.51
4	54[1]	$ 7,563.51
4	55[1]	$ 7,563.51
4	56[1]	$ 7,563.51
4	57[1]	$ 7,563.51
4	58[1]	$ 7,563.51
4	59[1]	$ 7,563.51
4	60[1]	$ 7,563.51
4	61[1]	$ 7,563.51
4	62[1]	$ 7,563.51
4	63[1]	$ 7,563.51
4	64[1]	$ 7,563.51
4	65[1]	$ 7,563.51
4	66[1]	$ 7,563.51
4	67[1]	$ 7,563.51
4	68[1]	$ 7,563.51
4	69[1]	$ 7,563.51
4	70[1]	$ 7,563.51
4	71[1]	$ 7,563.51
2	72[1]	$ 7,563.51
2	73[1]	$ 7,563.51

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
2	74[1]	$ 7,563.51
2	75[1]	$ 7,563.51
2	76[1]	$ 7,563.51
2	77[1]	$ 7,563.51
2	78[1]	$ 7,563.51
2	79[1]	$ 7,563.51
2	85[1]	$ 7,563.51
2	86[1]	$ 7,563.51
2	87[1]	$ 7,563.51
2	88[1]	$ 7,563.51
2	89[1]	$ 7,563.51
2	90[1]	$ 7,563.51
2	91[1]	$ 7,563.51
	SUB-TOTAL	$ 431,120.07
	REMAINDER[2]	$ 2,943,775.59
TOTAL		**$ 3,374,895.66**

[1] of Barcelona at The Paseos, Unit 1 as recorded in Book 117 of Plats, Page 6 in the Office of the County Recorder, Clark County, Nevada

[2] Being that certain parcel as described in Attachment "A" attached hereto, excepting therefrom, the following described parcels:

Being all of Summerlin Village 23A Unit No. 1 as shown in Book 108 of Plats Page 29 recorded in the Office of the County Recorder, Clark County, Nevada

All of Barcelona at The Paseos, Unit 1 as recorded in Book 117 of Plats, Page 6 in the office of the County Recorder, Clark County, Nevada.

DATED this 21st day of July 2004.

I concur with the apportionments as stated above.

KEVIN ORROCK, Executive Vice President/Treasurer
THE HOWARD HUGHES CORPORATION, a Nevada Corporation
(Developer)

Respectfully submitted,

Michael K. Olson

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.

ATTACHMENT "A"

VILLAGE 23A

THAT PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 91, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN SECTION 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, AND SECTION 3, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 34,
NORTH 89°52'23" WEST, 529.16 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 34,
NORTH 89°52'23" WEST, 1460.82 FEET;

THENCE DEPARTING SAID SOUTH LINE OF SECTION 34, FROM A TANGENT BEARING SOUTH 89°48'28" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 1511.64 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 47°54'27", AN ARC LENGTH OF 1263.95 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 48°05'59" WEST;

THENCE SOUTH 42°19'11" WEST, 243.81 FEET;

THENCE NORTH 64°15'14" WEST, 63.80 FEET TO AN INTERSECTION WITH THE AFOEMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD (OR:880606:00481);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, NORTH 41°49'58" EAST, 256.04 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, NORTH 53°04'23" WEST, 343.06 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 4420.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42°26'08", AN ARC LENGTH OF 3273.63 FEET;

THENCE NORTH 10°38'15" WEST, 1619.46 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 84°21'45" EAST, 486.07 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°56'40", AN ARC LENGTH OF 564.81 FEET;

THENCE SOUTH 82°41'35" EAST, 450.15 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 2160.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 26°03'05", AN ARC LENGTH OF 982.11 FEET;

THENCE NORTH 71°15'20" EAST, 219.22 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 6000.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC LENGTH OF 454.37 FEET;

THENCE NORTH 75°35'40" EAST, 805.93 FEET;

THENCE FROM A TANGENT BEARING SOUTH 09°04'41" EAST, CURVING TO THE LEFT ALONG THE ARC OF A 3750.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 09°22'19", AN ARC LENGTH OF 613.39 FEET;

THENCE SOUTH 18°27'00" EAST, 2003.70 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 3500.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 15°46'02", AN ARC LENGTH OF 963.16 FEET;

THENCE SOUTH 02°40'58" EAST, 1024.32 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED CHARLESTON BOULEVARD (OR:880606:00481);

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, CONTINUING SOUTH 02°40'58" EAST, 71.57 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 393.84 GROSS ACRES.

City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC [X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-129-2004 - Approval of a Resolution directing the City Treasurer to prepare the Fourteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

[X]	No Impact	Amount:
[ ]	Budget Funds Available	Dept./Division:
[ ]	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Cordova at Summerlin.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. 129-2004

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

RESOLUTION NO. R-129-2004

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

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

WHEREAS, by Ordinance No. 5597 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of May, 2003, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5598 that was duly passed, adopted and approved by the City Council on the 7th day of May, 2003, the City Council assessed all of the cost and expense of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within 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 the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the 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, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, 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 (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided;

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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 21st day of July, 2004, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5598, levied upon that certain lot or parcel of property and is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, among the several parts into which said Parcel has been divided.

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-'04 Madeline T. Diekman-DiCicco

Date Deputy City Attorney

ATTEST:

Beverly K Bridges

BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
RESOLUTIONS:

R-130-2004 - Approval of a Resolution approving the Fourteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Cordova at Summerlin.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. 130-2004

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
There was no related discussion.

(9:37 – 9:39)
1-952

RESOLUTION NO. R-130-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); APPROVING THE FOURTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, among the several parts into which said Parcel has been divided, and to

///

prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment; and

WHEREAS, the City Treasurer, on the 21st day of July, 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Fourteenth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed that 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 being held on this 21st day of July, 2004, as follows:

SECTION 1. That certain document entitled "Fourteenth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 809 (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 levied upon that certain lot and parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, 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 the above-referenced 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.

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

PASSED, ADOPTED AND APPROVED this 21st day of July, 2004.

OSCAR B. GOODMAN, Mayor

Approved as to form:

7-8-04 Madeline L. Dieckman DiCicco

Date Deputy City Attorney

ATTEST:

Beverly K. Bridges

BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges

Chief Deputy City Clerk

APN: 137-34-810-004

RECEIVED
CITY CLERK

2004 JUL 22 A 8:23

City of Las Vegas, Nevada
Special Improvement District No. 809
(Summerlin Area)

FOURTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT
(July 21, 2004)

RETURN TO:

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

FOURTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-810-004, in the amount of $529,675.85, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	1[1]	$ 4,203.78
A	2[1]	$ 4,203.78
A	3[1]	$ 4,203.78
A	4[1]	$ 4,203.78
A	5[1]	$ 4,203.78
A	6[1]	$ 4,203.78
A	7[1]	$ 4,203.78
A	8[1]	$ 4,203.78
A	9[1]	$ 4,203.78
A	10[1]	$ 4,203.78
A	11[1]	$ 4,203.78
A	12[1]	$ 4,203.78
A	13[1]	$ 4,203.78
A	14[1]	$ 4,203.78
A	15[1]	$ 4,203.78
A	16[1]	$ 4,203.78
A	17[1]	$ 4,203.78
A	18[1]	$ 4,203.78
A	19[1]	$ 4,203.78
A	20[1]	$ 4,203.78
A	21[1]	$ 4,203.78

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	22[1]	$ 4,203.78
A	23[1]	$ 4,203.78
A	24[1]	$ 4,203.78
A	25[1]	$ 4,203.78
A	26[1]	$ 4,203.78
A	27[1]	$ 4,203.78
A	28[1]	$ 4,203.78
A	29[1]	$ 4,203.78
A	30[1]	$ 4,203.78
A	31[1]	$ 4,203.78
A	32[1]	$ 4,203.78
A	33[1]	$ 4,203.78
A	34[1]	$ 4,203.78
A	35[1]	$ 4,203.78
A	36[1]	$ 4,203.78
A	37[1]	$ 4,203.78
A	38[1]	$ 4,203.78
A	39[1]	$ 4,203.78
A	40[1]	$ 4,203.78
A	41[1]	$ 4,203.78
A	42[1]	$ 4,203.78
A	43[1]	$ 4,203.78
A	44[1]	$ 4,203.78
A	45[1]	$ 4,203.78
A	46[1]	$ 4,203.78
A	47[1]	$ 4,203.78
A	48[1]	$ 4,203.78
A	49[1]	$ 4,203.78

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
A	50[1]	$ 4,203.78
A	51[1]	$ 4,203.78
A	52[1]	$ 4,203.78
A	53[1]	$ 4,203.78
A	54[1]	$ 4,203.78
A	55[1]	$ 4,203.78
A	56[1]	$ 4,203.78
A	57[1]	$ 4,203.78
A	58[1]	$ 4,203.78
A	59[1]	$ 4,203.78
A	60[1]	$ 4,203.78
A	61[1]	$ 4,203.78
A	62[1]	$ 4,203.78
A	63[1]	$ 4,203.78
A	64[1]	$ 4,203.78
A	65[1]	$ 4,203.78
A	66[1]	$ 4,203.78
A	67[1]	$ 4,203.78
A	68[1]	$ 4,203.78
A	69[1]	$ 4,203.78
A	70[1]	$ 4,203.78
A	71[1]	$ 4,203.78
A	72[1]	$ 4,203.78
A	73[1]	$ 4,203.78
A	74[1]	$ 4,203.78
B	75[1]	$ 4,203.78
B	76[1]	$ 4,203.78
B	77[1]	$ 4,203.78

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
B	78[1]	$ 4,203.78
B	79[1]	$ 4,203.78
B	80[1]	$ 4,203.78
B	81[1]	$ 4,203.78
B	82[1]	$ 4,203.78
B	83[1]	$ 4,203.78
B	84[1]	$ 4,203.77
B	85[1]	$ 4,203.77
B	86[1]	$ 4,203.77
B	87[1]	$ 4,203.77
B	88[1]	$ 4,203.77
B	89[1]	$ 4,203.77
B	90[1]	$ 4,203.77
B	91[1]	$ 4,203.77
B	92[1]	$ 4,203.77
B	93[1]	$ 4,203.77
B	94[1]	$ 4,203.77
B	95[1]	$ 4,203.77
B	96[1]	$ 4,203.77
B	97[1]	$ 4,203.77
B	98[1]	$ 4,203.77
B	99[1]	$ 4,203.77
B	100[1]	$ 4,203.77
B	101[1]	$ 4,203.77
B	102[1]	$ 4,203.77
B	103[1]	$ 4,203.77
B	104[1]	$ 4,203.77
B	105[1]	$ 4,203.77

LEGAL DESCRIPTION		PER PARCEL
BLOCK	LOT	ASSESSMENT
B	106[1]	$ 4,203.77
B	107[1]	$ 4,203.77
B	108[1]	$ 4,203.77
B	109[1]	$ 4,203.77
B	110[1]	$ 4,203.77
B	111[1]	$ 4,203.77
B	112[1]	$ 4,203.77
B	113[1]	$ 4,203.77
B	114[1]	$ 4,203.77
B	115[1]	$ 4,203.77
B	116[1]	$ 4,203.77
B	117[1]	$ 4,203.77
B	118[1]	$ 4,203.77
B	119[1]	$ 4,203.77
B	120[1]	$ 4,203.77
B	121[1]	$ 4,203.77
B	122[1]	$ 4,203.77
B	123[1]	$ 4,203.77
B	124[1]	$ 4,203.77
B	125[1]	$ 4,203.77
B	126[1]	$ 4,203.77
	TOTAL	**$ 529,675.85**

[1] of Cordova at Summerlin as recorded in Book 117 of Plats, Page 24 in the Office of the County Recorder, Clark County, Nevada

DATED this 21st day of July 2004.

I concur with the apportionments as stated above.

DON BOETTCHER, Vice President of Land Acquisitions
PN II, Inc. A Nevada Corporation, d/b/a Pulte Homes of Nevada
(Developer)

Respectfully submitted,

MICHAEL K. OLSON, City Treasurer

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

City of Las Vegas

Agenda Item No. 52

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: BUSINESS DEVELOPMENT
DIRECTOR: SCOTT ADAMS

[X] CONSENT [ ] DISCUSSION

SUBJECT:
RESOLUTIONS:

R-131-2004 - Approval of a Resolution designating an area for evaluation as the first step in amending the Redevelopment Plan - Wards 1, 3 and 5 (Moncrief, Reese and Weekly)

Fiscal Impact

[X] No Impact	Amount:	
[ ] Budget Funds Available	Dept./Division:	
[ ] Augmentation Required	Funding Source:	

PURPOSE/BACKGROUND:
The Redevelopment Agency has begun the process of amending, expanding and restating its Redevelopment Plan. Pursuant to NRS 279.518, the area for evaluation may be designated by resolution of the members of the City Council. NRS 279.520 requires that the resolution designating the area for evaluation contain a finding that the area requires study to determine if a redevelopment project within that area is feasible and a description of the boundaries of the area designated.

RECOMMENDATION:
Approve resolution.

BACKUP DOCUMENTATION:
1. Resolution No. R-131-2004
2. Map of Area of Evaluation

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

NOTE: COUNCILMAN MACK disclosed that Item 52 deals with the possible expansion of the redevelopment area. His business, Mack Consulting, has a client, Treasures, which is located within the expansion area. Representatives of Treasures have not spoken to him regarding this proposal. Because the request does not treat Treasures differently from any other landowner within the area, COUNCILMAN MACK felt confident that his client's property would not qualify for redevelopment funds; therefore, he would be voting on Item 52.

MINUTES:
There was no discussion.

(9:37 – 9:39)

CITY COUNCIL RESOLUTION NO. R-131-2004

RESOLUTION OF THE CITY OF LAS VEGAS, NEVADA DESIGNATING AN AREA FOR EVALUATION

WHEREAS, the City Council of the City of Las Vegas, Nevada desires that an Area for Evaluation be designated as the first step in amending its Redevelopment Plan; and

WHEREAS, Nevada Revised Statutes (hereinafter "NRS") 279.518 provides that areas for evaluation may be designated by resolution of the members of the City Council; and

WHEREAS, NRS 279.520 requires that the resolution designating an area for evaluation contain a finding that the area requires study to determine if a redevelopment project within that area is feasible and a description of the boundaries of the area designated; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF LAS VEGAS, NEVADA, RESOLVES AS FOLLOWS:

Section 1. The City Council hereby designates as a redevelopment evaluation area ("Evaluation Area") the areas shown on the map attached hereto and incorporated herein as Attachment A.

Section 2. The City Council hereby finds that the Evaluation Area requires study to determine if a redevelopment project within that area is feasible.

Section 3. The Clerk of the City Council will certify to the adoption of this Resolution.

PASSED AND ADOPTED this 21 day of July, 2004 by the following vote:

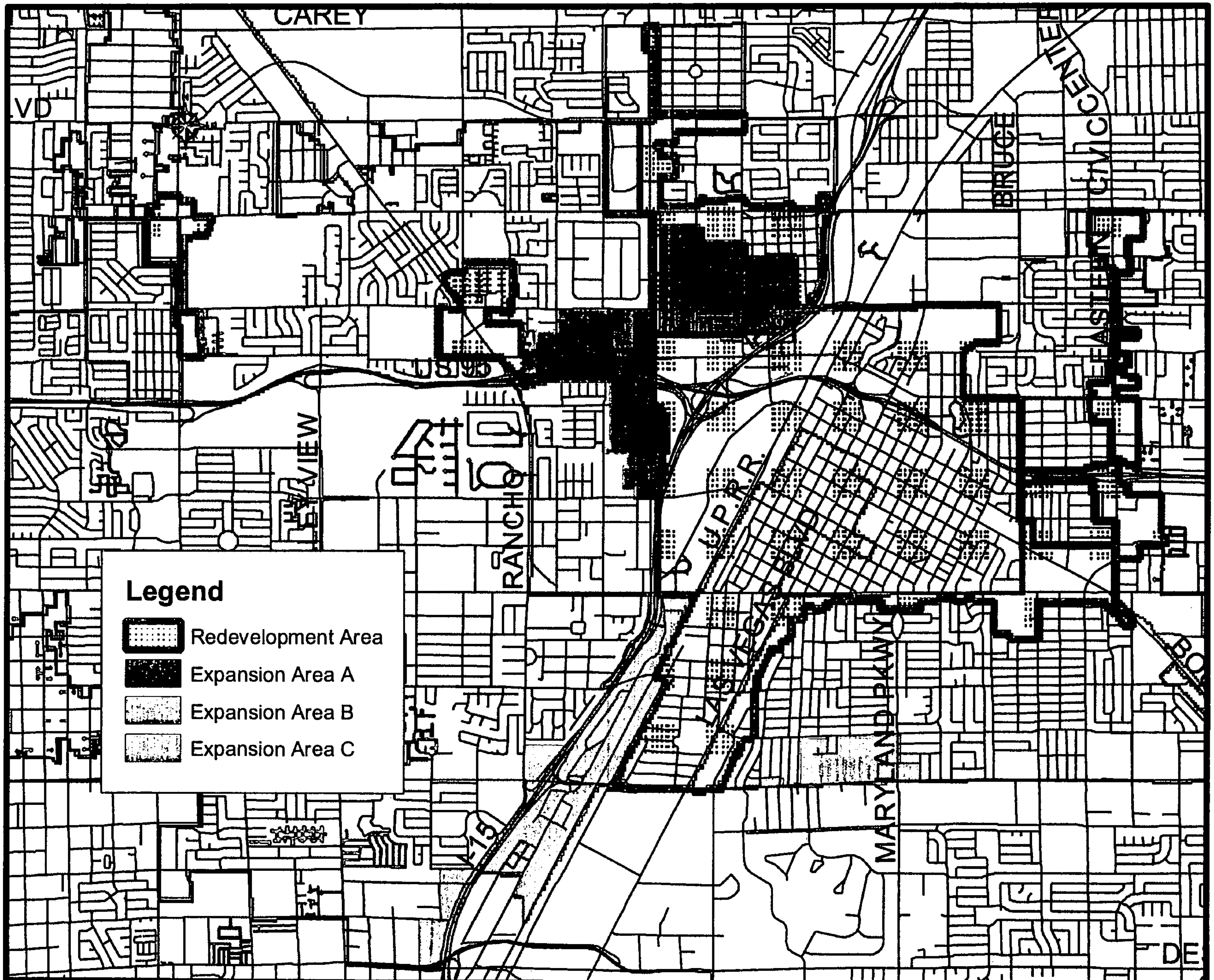
MAYOR

ATTEST:

Beverly K Bridges
CITY CLERK By: Beverly K. Bridges
Chief Deputy City Clerk

Thomas R. Green 7/7/04

Approved as to Form



CAREY
VD
BRUCE
CIVIC CENTER
EASTERN
US 95
VIEW
RANCHO
U.P.R.R.
LAS VEGAS BLVD
MARYLAND PKWY
I-15
DE
Legend
Redevelopment Area
Expansion Area A
Expansion Area B
Expansion Area C

City of Las Vegas

Agenda Item No. 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: ORLANDO SANCHEZ [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center ($60,500.04 revenue/12 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

Fiscal Impact

[X] **No Impact**	**Amount:**	
[ ] **Budget Funds Available**	**Dept./Division:**	Neigh. Svcs./Neigh. Devel.
[ ] **Augmentation Required**	**Funding Source:**	Las Vegas Business Center Operations Fund

PURPOSE/BACKGROUND:
The City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience Research and Referral Center provides resources and referral assistance to provide vocational education and employment for disadvantaged and dislocated workers. The City's Neighborhood Services Department's lease term is one year with a one-year option for renewal.

RECOMMENDATION:
The 7/19/2004 Real Estate committee and staff recommend approval of the Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center

BACKUP DOCUMENTATION:
Memorandum of Understanding

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

City of Las Vegas

Agenda Item No. 53

CITY COUNCIL MEETING OF JULY 21, 2004
Consent – Real Estate
Item 53 – Approval of a Memorandum of Understanding between the City of Las Vegas and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Research and Referral Center at the Las Vegas Business Center ($60,500.04 revenue/12 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

(9:37 – 9:39)

1-952

MEMORANDUM OF UNDERSTANDING
LAS VEGAS BUSINESS CENTER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") entered into this 21 day of July 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and the City's Neighborhood Services Department's Educational and Vocational Opportunities Leading to Valuable Experience Resource and Referral Center, (hereinafter "EVOLVE").

WITNESSETH:

WHEREAS, City is the owner of the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, City desires to make space available at the Business Center for commercial, industrial and office operations that will enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City desires to make available to EVOLVE, by means of this MOU, certain space within the Business Center on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as "the purpose of the EDA grant") was to construct a light industrial/office building for multiple tenants in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project;

WHEREAS, this MOU is consistent with the purpose of both the EDA and CDBG grants;

WHEREAS, the City and EVOLVE desire to establish a Resource and Referral Center to provide resources and referral assistance to provide vocational education and employment for disadvantaged and dislocated workers;

WHEREAS, EVOLVE will be an important asset to improving the vocational rehabilitation and employment rate of disadvantaged and dislocated workers; and

WHEREAS, the purpose of EVOLVE is to provide training, counseling, and case management support to disadvantaged and dislocated workers.

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

1. PREMISES

Subject to the provisions of this MOU, City hereby provides to EVOLVE, and EVOLVE hereby accepts from City, certain space within the Business Center commonly known as Suites 9A-C, 14-26, and 30, (hereinafter the "Premises"), consisting of approximately 6,100 square feet and its location and dimensions are shown more particularly on the copies of the Floor Plan of the Business Center which are attached hereto as Exhibits "A," "A1," and "A2" and incorporated herein by this reference.

2. TERM

Unless earlier terminated in accordance with the provisions of this MOU, the term of this MOU shall be twelve months. The term shall begin on July 1, 2004 (the "Commencement Date") and shall end on June 30, 2005.

3. OPTION TO RENEW

City agrees that EVOLVE may renew this MOU for an additional 1-year period in accordance with the terms and conditions contained in this MOU. The City shall be under no obligation to honor the option to renew if EVOLVE is in default of any covenant, obligation or condition of this MOU.

4. MINIMUM RENT, UTILITIES, AND EQUIPMENT RENTAL

It is understood and agreed that the City shall receive as minimum monthly rent, the sum of Four Thousand and No/Hundredths ($4,000.00) in advance, calculated at Sixty-six Cents ($.66) per square foot, on the first day of each calendar month during the Term of this MOU. It is also understood that the monthly minimum rent does include all utilities; to include electricity, gas, water, sewer, telephone, and janitorial services. This minimum monthly rent also include Common Area Maintenance ("CAM") costs which include, but are not limited to, landscaping, parking lot sweep, building maintenance, common area lighting and water, refuse pick up, and other common area expenditures.

It is also understood and agreed that the City shall receive as minimum monthly equipment rent, the sum of One Thousand Forty One and Sixty-seven/Hundredths ($1,041.67) in advance, on the first day of each calendar month during the Term of this MOU. It is also understood and agreed that the monthly minimum equipment rent includes computers, printers, fax machine, telephones, modems, shredder, and copy machine.

Rental payments may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, EVOLVE shall pay a Twenty-five and No/hundredths ($25.00) return check charge, which shall be payable to the City, as additional rent, together with next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this MOU, the minimum rent shall be adjusted based upon the current rate in the option period that is in effect at the time. Such adjustment shall not be effective until the City has provided EVOLVE at least thirty (30) days' written notice thereof.

City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due to the City's negligence. EVOLVE agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities. If any such equipment is installed by EVOLVE, the same shall be installed at EVOLVE's expense in accordance with plans and specifications previously approved in writing by City.

5. RENT DEFINED

The terms "rent" and "rental" as used in this MOU means the minimum rent as described in Section 4, any rental adjustment to reflect increases or decreases in the area of the

Premises, any additional rents, and any and all other sums, no matter how designated, that are required to be paid by EVOLVE under this MOU.

6. LATE CHARGES

In the event EVOLVE is delinquent in the payment of rent for a period in excess of ten (10) days, after the tenth day, there shall be added to the rent a late charge of Twenty-five Dollars and No/hundredths ($25.00) for the ten days, plus Five Dollars and No/hundredths ($5.00) for each additional day.

7. SECURITY DEPOSIT

City agrees to waive the security deposit by EVOLVE that is normally required.

8. USE OF PREMISES

EVOLVE agrees to use the Premises solely for the purpose of providing the Resource and Referral Center as described in the foregoing recitals of this MOU. Except as expressly consented to in writing by City, EVOLVE shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 8. In addition, EVOLVE agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants.

9. NON-RELOCATION

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building not be provided to a company which has relocated its facility from one commuting area to another.

10. NATIONAL OBJECTIVE

It is specifically understood and agreed by EVOLVE and the City that the activities to be performed under the Scope of this MOU shall achieve one or more of the following national objectives of the CDBG Programs:

a) To benefit persons from low- and moderate-income households,

b) To aid in the prevention or elimination of slum or blight,

c) To meet Community Development needs having a particular urgency;

EVOLVE may demonstrate that it is meeting these national objectives by following the Direct Service Program Income Eligibility Criteria, as set forth in Exhibit "D" attached hereto and by reference is made a part hereof, and by providing the City's Neighborhood Services Department with a Program Status/Client Statistics Report, the form for which is attached as Exhibit "E" and by reference is made a part hereof, on a quarterly basis or at a higher frequency to be determined by the City's Neighborhood Services Department.

11. CONDITION OF PREMISES

The Premises are provided to EVOLVE on an "as-is" basis, except that the City warrants that the Premises comply with applicable building-related codes. City makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those as described in this Section. However, EVOLVE shall be entitled any warranties from third-party suppliers, manufacturers or contractors that may be in force and that run in favor of the City or the Business Center.

12. OBLIGATIONS OF EVOLVE

EVOLVE will provide staff, to manage the EVOLVE Resource and Referral Center on a daily basis. Staff will be available on a scheduled basis to provide information to the public about resources and referral services.

13. LAWS, WASTE, NUISANCE

EVOLVE covenants that it:

A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this MOU;
B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
D. Will not suffer, permit or commit any nuisance or waste.

14. CHANGES TO AND OPERATION OF BUSINESS CENTER

City reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to the Business Center. City shall endeavor to do so with a minimum of disruption to EVOLVE's rights under this MOU. This Section does not diminish EVOLVE's right to seek any remedy available at law or in equity for injury or damage that EVOLVE may suffer because of City's alteration of the interior of the Premises.

15. MAINTENANCE

City agrees to keep the Premises, including exterior entrances, all glass and window moldings, sidewalks (whether included in the description of the Premises or adjoining the same), partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, heating, plumbing pipes and fixtures, sewage facilities, electrical wiring, conduits and motors and any air conditioning (HVAC) system, all in good working order, and shall perform periodic interior painting. Maintenance will be conducted on an as required basis and such cost of maintenance will be absorbed by City.

City shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by City to the building in which the Premises are located. If City is required to make structural repairs by reason of EVOLVE's negligent act or omission, EVOLVE shall pay City's cost for making such repairs within fifteen (15) days after presentation of invoice. Failure of EVOLVE to do so may constitute a default hereunder. City's obligation of repair as provided for herein is expressly conditioned upon City's receipt of written notice, given in the manner set forth in Section 39, of the need for such repair. City shall have no liability to EVOLVE based upon City's failure to repair in the absence of the notice hereby required to be given.

16. ALTERATIONS

EVOLVE shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining City's written approval. EVOLVE shall present to the City plans and specifications for such work at the time approval is sought. In the event City consents to the making of any alterations, additions or improvements to the Premises by EVOLVE, the same shall be made at EVOLVE's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or changes, EVOLVE shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of City unless City otherwise elects at the end of the term hereof.

17. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this MOU, EVOLVE is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by EVOLVE, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. City shall operate and maintain the parking area in such manner as City in its discretion shall determine. City shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and /or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against EVOLVE unless notice thereof is first provided to EVOLVE.

EVOLVE shall have the right to reasonable use of the promenade area adjacent to the Premises (to the east) for access purposes.

18. INSURANCE

The city of Las Vegas' Risk Management will be responsible for all City employee insurance requirements concerning the EVOLVE program.

Supporting agencies, involved with the EVOLVE program, agree to procure and maintain, at their sole cost and expense and during the term of this MOU and any renewal period thereof, the following:

A. Fire insurance and extended coverage insurance to cover the replacement cost of their improvements, trade fixtures, furnishings, equipment and all other personal property;
B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.
C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than $1,000,000 per person and per occurrence for bodily injury and a limit of not less than $1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Supporting agencies agree that the City shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 18. Supporting agencies further agree to deliver to the City evidence of the coverages required herein no later than 30 days after the Commencement Date. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing the City at least 30 days' written notice.

19. ACCESS TO PREMISES

City shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. City shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and EVOLVE, and to make such repairs, additions, alterations or improvements, as City may deem desirable. During the four (4) months prior to the expiration of this MOU or of any renewal term, City may place upon the Premises signs indicating the availability of the Premises for lease or sale, which EVOLVE shall permit to remain thereon.

City may enter the Premises at any time, without notice, in the event of an actual or believed emergency. City shall at all times have and retain a key with which to unlock all of the doors of the Premises, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of EVOLVE from the Premises or any portion thereof.

20. SURRENDER OF PREMISES

Upon expiration or other authorized termination of this MOU, EVOLVE shall surrender the Premises in the same condition as they were in at the commencement of this MOU, except for additions, alterations or changes specifically authorized by City and reasonable wear and tear, and shall deliver all keys to City. Before surrendering the Premises, EVOLVE shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by EVOLVE as may be specified for removal by City, and shall repair any damage caused by such property or the removal thereof.

21. HOLDING OVER

Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at a negotiated rate and shall otherwise be on terms herein specified so far as possible.

22. SALE OF BUSINESS CENTER

City reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), City must include, as part of the documents transferring its interest, a provision obligating its successor to honor City's obligations under this MOU.

23. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with EVOLVE's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this MOU effective as of the date possession is required to be surrendered to said authority. EVOLVE shall not because of such taking assert any claim against City or the taking authority for any compensation because of such taking, and City shall be entitled to receive the entire amount of any award without deduction for any estate or interest of EVOLVE. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of EVOLVE's business, City shall be entitled to the entire amount of the award without deduction for any estate or interest of EVOLVE. In such event, City shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to EVOLVE for the rent corresponding to the time during which, and to the part of the Premises of which, EVOLVE is so deprived on account of such taking and restoration. Nothing contained in this Section 23 shall be deemed to give City any interest in, or prevent EVOLVE from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to EVOLVE or for relocation expenses recoverable against the taking authority.

24. DAMAGE OR DESTRUCTION

A. EVOLVE shall give prompt notice to City in case of fire or accidents in or near the Premises or in the common areas.

B. If the Premises are partially damaged by fire or other casualty, City shall repair such damage at its cost, subject to City's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by EVOLVE until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in City's opinion, be repaired within sixty (60) days after commencement of such repairs, or if City shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this MOU shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the MOU is not canceled and City elects to repair and rebuild, this MOU shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by EVOLVE.

D. If any damage referred to in this Section 24 is due in whole or in part to the act, neglect, fault or omission of EVOLVE, there shall be no abatement of rent.

25. LIENS AND ENCUMBRANCES

EVOLVE agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of EVOLVE's acts or omissions or because of a claim against EVOLVE, EVOLVE shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by City. The failure of EVOLVE to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this MOU.

26. ASSIGNMENT AND SUBLETTING

EVOLVE shall not transfer, assign, delegate, mortgage or hypothecate this MOU, in whole or in part, or permit the use of the Premises by any person or persons other than EVOLVE, or sublet the Premises, or any part thereof, without the prior written consent of City in each instance. In accordance with 13 C.F.R. Part 314, EVOLVE also agrees not to transfer, assign, delegate, mortgage or hypothecate this MOU, in whole or in part, or sublet the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without City's consent shall be voidable by City and shall constitute a default hereunder which, at the option of City, shall result in the termination of this MOU or the exercise of City's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through EVOLVE.

27. DEFAULT BY CITY

In the event City fails to fulfill any obligation under this MOU, EVOLVE may exercise any right or remedy available to it. Subject to the provisions of Section 31, if City fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from EVOLVE of the need thereof, EVOLVE may exercise any right or remedy available to it under applicable law.

28. DEFAULT BY EVOLVE

A. Upon the occurrence of any of the following events, City shall have the remedies set forth in subsection B.

1) EVOLVE's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.

2) EVOLVE's failure to perform any other term, condition, or covenant to be performed by it pursuant to this MOU within thirty (30) days after written notice of such default shall have been given to EVOLVE by City.

3) The falsification by EVOLVE of any document required to be furnished to City hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, City shall have the option to take any or all of the following actions, without further notice or demand of any kind to EVOLVE or any other person:

1) Terminate this MOU by written notice to EVOLVE. In the event of such termination, EVOLVE agrees to immediately surrender possession of the Premises.

2) Seek damages and any other remedy available.

29. GOVERNING LAW

This MOU shall be governed by and interpreted according to applicable law.

30. FORCE MAJEURE

Each of the parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

31. NO WAIVER

Failure of City to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this MOU shall be deemed to have been waived by City unless such waiver is in writing.

32. PARTIAL INVALIDITY

If any provision of this MOU or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this MOU or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by Law.

33. BROKER'S COMMISSIONS

EVOLVE represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this MOU.

34. PROVISIONS BINDING

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by City of the Business Center, the Premises or this MOU, City shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to City's successor in interest. The preceding sentence applies only if City's successor-in-interest is required by the transfer documents to honor City's obligations under this MOU.

35. DRUG-FREE WORKPLACE

As a Lessee of a HOME-funded facility, and in connection with public services offered, EVOLVE agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that EVOLVE shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit B).

36. NON-DISCRIMINATION

City and EVOLVE each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. EVOLVE agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to City, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit C, and such other civil rights materials as EDA may require in order to analyze EVOLVE's civil rights posture and practices. City agrees to provide EVOLVE with any forms that EVOLVE may be required to furnish hereunder.

37. ENTIRE AGREEMENT

This MOU, including any exhibits and addenda attached hereto, save and except for future agreements between EVOLVE and its Sponsors, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this MOU are incorporated herein by reference. Any prior conversations or writings concerning the MOU of the Premises are merged herein and extinguished. This MOU supersedes prior conversations and understandings between the City and EVOLVE. No amendment to this MOU shall be binding upon City or EVOLVE unless reduced to writing and executed by the Parties and, in the case of the EVOLVE, executed with the same formality as attended EVOLVE's execution of this MOU.

38. AUTHORITY OF SIGNATORIES

Each signatory to this MOU represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this MOU is binding upon said entity in accordance with its terms.

39. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this MOU shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the City:

City of Las Vegas
Attn: Orlando Sanchez, Director,
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

If to EVOLVE:

Attn: Lisa Morris, Manager
EVOLVE Resource and Referral Center
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101

Either party may designate a different address by giving written notice to the other Party.

40. APPROVAL OR CONSENT BY CITY

Whenever the approval or consent of City is required by this MOU, such approval or consent shall not be unreasonably withheld.

7-21-04 EVOLVE MOU Item#___

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first set forth above.

CITY OF LAS VEGAS

By________________________
OSCAR GOODMAN, Mayor

"CITY"

ATTEST:

____
BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges
Chief Deputy City Clerk

Approved by City Council on 7-21-04

APPROVED AS TO FORM________________________
6/17/04 Date

EVOLVE RESOURCE AND REFERRAL CENTER, CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT

By________________________
ORLANDO SANCHEZ, Director

"EVOLVE"

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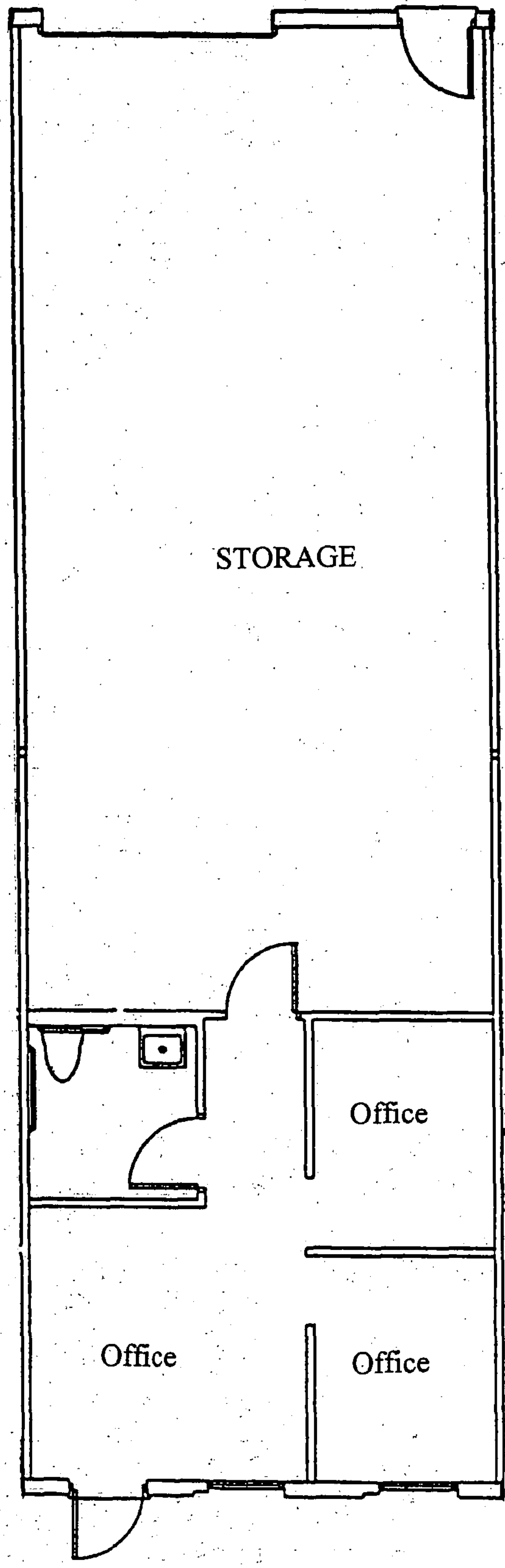
Exhibit "A"
Las Vegas Business Center, Floor Plan



Suite 9
Las Vegas Business Center

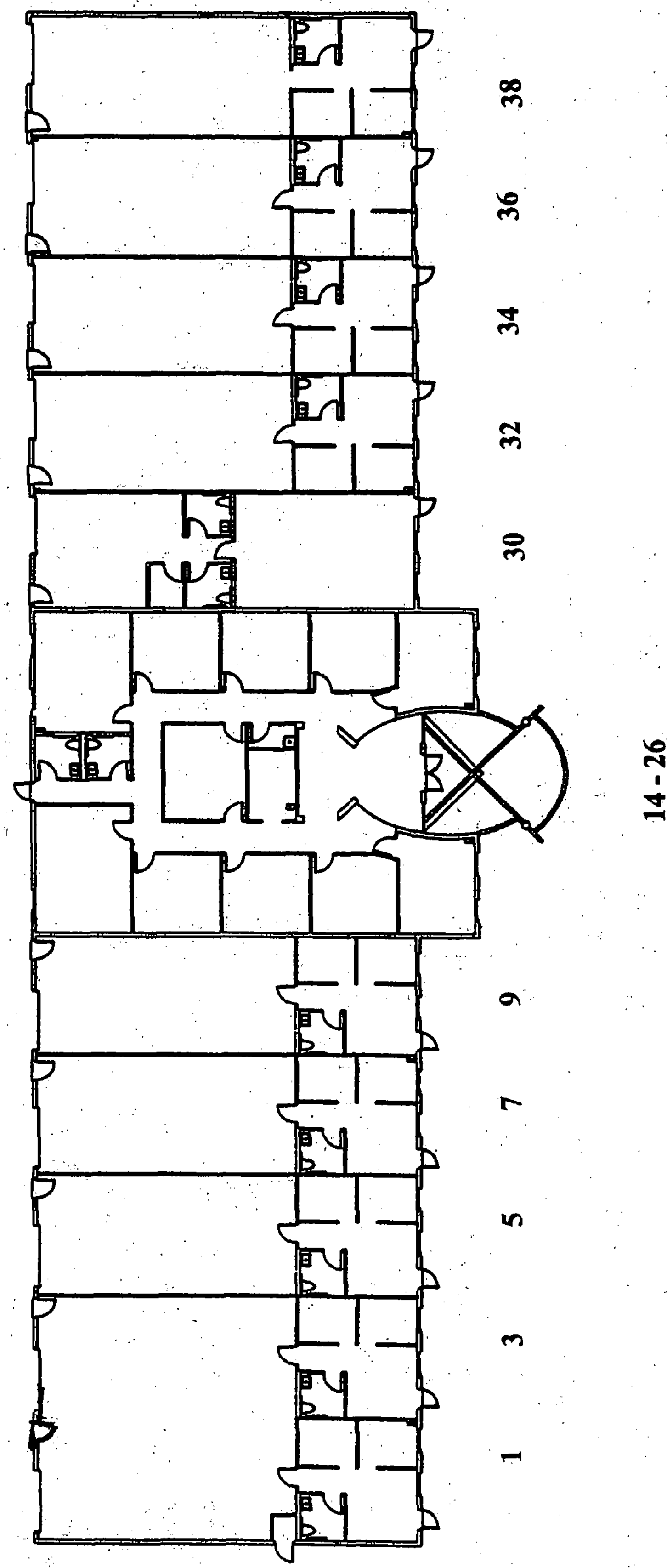


Exhibit "A1"

Suites 14 - 25
Las Vegas Business Center

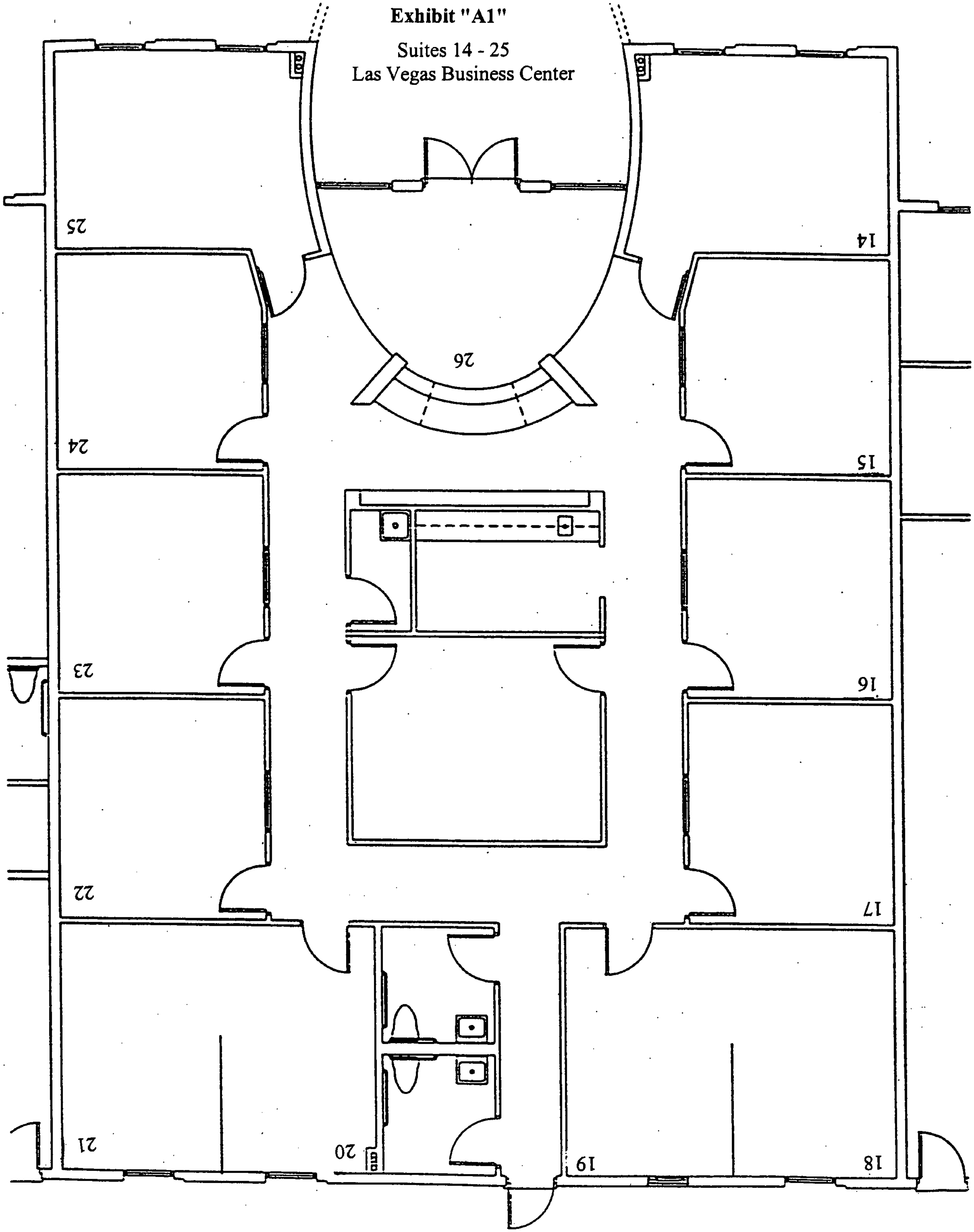


Exhibit "A2"
Suite 30
Las Vegas Business Center

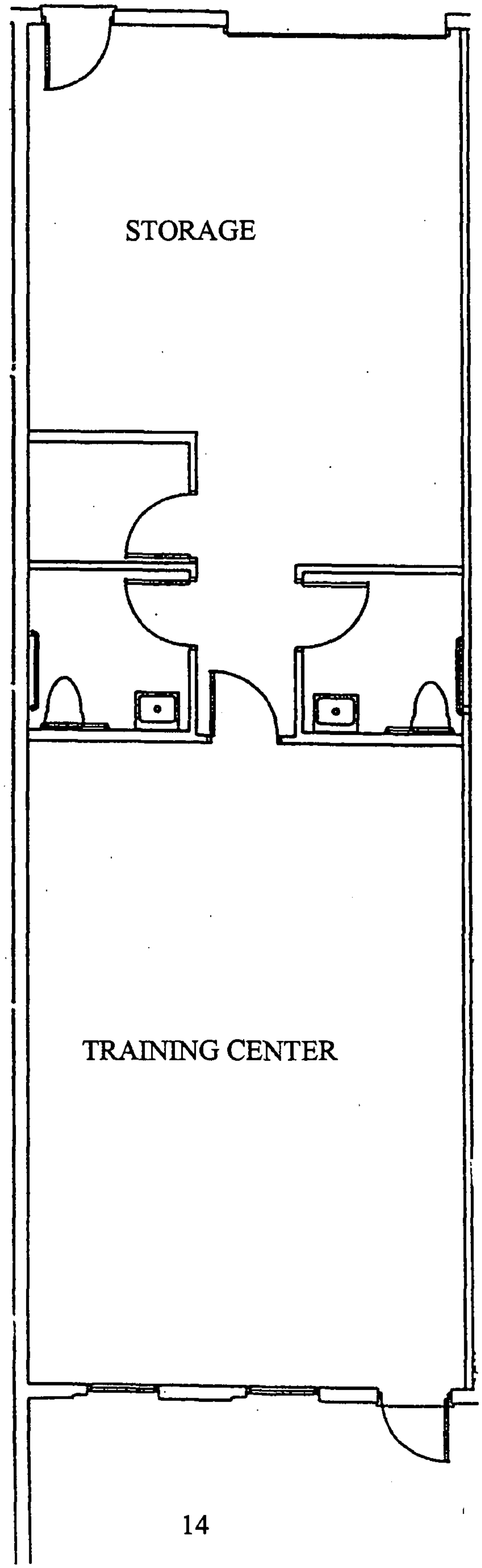


Exhibit B
Certification Regarding Drug-Free Requirements
City of Las Vegas
Certification

Lessee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
    a. the dangers of drug abuse in the workplace;
    b. the Lessee's policy of maintaining a drug-free workplace;
    c. any available drug counseling, rehabilitation, and employee assistance programs; and
    d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
    a. abide by the terms of the statement; and
    b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
    a. taking appropriate personnel action against such an employee, up to and including termination; or
    b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

EVOLVE

Orlando Sanchez, Director

Exhibit C
Certificate of Non-Discrimination

EVOLVE assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that the EVOLVE will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. EVOLVE further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze the EVOLVE's civil rights posture and practices.

I certify that the information set forth above is true and correct.

EVOLVE

Orlando Sanchez, Director

6-22-04
Date

ATTEST:

Neighborhood Services Department

EXHIBIT "D"

HOME/LIHTF PROGRAM INCOME GUIDELINES:
U.S. Department of Housing and Urban Development (HUD) HOME/LIHTF
Program Limits (Effective February, 2004)
Median Family Income $54,700

FAMILY SIZE	INCOME NOT TO EXCEED	
1	30%	11,850
	50%	19,800 (Very Low-Income)
	80%	31,650 (Low-Income)
2	30%	13,550
	50%	22,600 (Very Low-Income)
	80%	36,150 (Low-Income)
3	30%	15,250
	50%	25,450 (Very Low-Income)
	80%	40,700 (Low-Income)
4	30%	16,950
	50%	28,250 (Very Low-Income)
	80%	45,200 (Low-Income)
5	30%	18,300
	50%	30,500 (Very Low-Income)
	80%	48,800 (Low-Income)
6	30%	19,650
	50%	32,750 (Very Low-Income)
	80%	52,450 (Low-Income)
7	30%	21,000
	50%	35,050 (Very Low-Income)
	80%	56,050 (Low-Income)
8	30%	22,350
	50%	37,300 (Very Low-Income)
	80%	59,650 (Low-Income)

DIRECT BENEFIT ACTIVITIES - MONTHLY/YEAR END FORM

For Fiscal Year 2004-2005
U.S. Department of Housing and Urban Development
Community Development Block Grant Program
Please FAX to 382-3045 by the 10th of the month

Name of Grantee: ______________________

Contact Person/Phone Number: ______________________

Month: ______________________

Activity Name: ______________________

Activity Description and Location: ______________________

____

____

Client Statistics:	Month	Year To Date
Total Number of Persons Assisted		
Total Number of Households Assisted		
Total Number of Low and Moderate Income (80% of median income)		
Total Number of Very Low Income (50% of median income)		
Total Number of Extremely Low Income (30% of median income)		
Total Number of Senior Citizens Served		
Total Number of Female-Headed Households		

'otal Number of Households or Persons Assisted who are: *Select either households or persons*	Month # of Households	Month # of Persons	Year To Date # of Households	Year To Date # of Persons
White, Non-Hispanic				
Black, Non-Hispanic				
Hispanic				
Asian/Pacific Islander				
American Indian Alaskan				

Check applicable month(s) for which you are reporting:July___ Aug___ Sept___ Oct___ Nov___ Dec__ Jan___ Feb___ Mar___ Apr___ May___ Jun___ Year End Totals___

Monthly or Year End Accomplishments: ______________________

____

____

City of Las Vegas

Agenda Item No. 54

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of Angel Park Golf, LLC, to become the current holder and "Party" of the Management Agreement for the Angel Park Golf Course - Ward 2 (Wolfson)

Fiscal Impact

X	**No Impact**	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/Real Estate
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

On 5/28/04 Public Works/Real Estate received a letter from the law offices of John R. Bailey representing Las Vegas Golf I, LLC, informing us they are reorganizing and wish to make Angel Park Golf, LLC, the "Party" to the Restated Management Agreement and all related Amendments. Angel Park Golf, LLC, is a wholly owned subsidiary of Las Vegas Golf I, LLC.

RECOMMENDATION:

The 7/19/2004 Real Estate Committee and staff recommend that this item be stricken at the 7/21/2004 City Council meeting

BACKUP DOCUMENTATION:

1. 5/28/04 letter from John R. Bailey
2. Disclosure of Principals
3. Organizational Chart

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

(9:37 – 9:39)

LAW OFFICES OF
JOHN R. BAILEY
A PROFESSIONAL CORPORATION

CITY CENTER WEST, SUITE 108
7201 WEST LAKE MEAD BOULEVARD
LAS VEGAS, NEVADA 89128-8354

SCOTT A. EATON

TELEPHONE (702) 562-8820
FACSIMILE (702) 562-8821
Scott@JohnBaileyLaw.com

May 28, 2004

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
hand delivered
2004 MAY 28 P 2:09

__Via Facsimile 384-0527 and U.S. Mail__
David Roark
Manager, Real Estate & Assets
City of Las Vegas
400 Stewart Avenue, Fourth Floor
Las Vegas, Nevada 89101

Re: Angel Park Golf Club

Dear Mr. Roark:

Consistent with our recent exchanges on the subject, the current holder of the Management Agreement for the Angel Park Golf Club, Las Vegas Golf I, LLC, is in the process of reorganizing the parties and arrangements for the day-to-day operation of that facility. The proposed reorganization and rearrangement is being done primarily to address concerns raised by the City of Las Vegas last year when Las Vegas Golf I, LLC was first approved for this location. Therefore, this letter shall constitute the application of Las Vegas Golf I, LLC for approval to make those changes. The proposed new arrangement is outlined on the enclosed chart. Specifically, Las Vegas Golf I, LLC, wishes to insert its wholly-owned subsidiary, Angel Park Golf, LLC, as the new party to the Management Agreement, LLC. Subject to approval from the City (application being submitted under separate cover), Angel Park Golf, LLC, would become the new holder of the liquor and business licenses at the Angel Park Golf Club. In addition, Angel Park Golf, LLC, would enter into an Operational Services Provider Agreement with OB Sports Golf Management (AP), LLC, to handle the day-to-day operations at Angel Park Golf Club, subject to approval from the City of Las Vegas of that designation as Manager. OB Sports Golf Management (AP), LLC, currently holds a provisional approval from the City of Las Vegas as the designated day-to-day manager of Angel Park Golf Club.

To support these applications to your office, we have enclosed the following documentation:

1. Operational Services Provider Agreement

2. Certificate – Disclosure of Ownership/Principals for OB Sports Golf Management

3. Certificate – Disclosure of Ownership/Principals for Angel Park Golf, LLC

The contact person out at Angel Park Golf Club is as follows:

David Bogue, Manager
Angel Park Golf Club
100 S. Rampart Blvd.
Las Vegas, Nevada 89145
(702) 254-0564

To the extent the City should ever find it necessary or desirable to contact the parent company of Angel Park Golf, LLC, the contact person shall be:

Dale E. Hawley, Esq.
Legal Department
Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660-6397
(949) 219-3225

We trust this is satisfactory for your purposes at this time. Please advise should there be any questions or a need for anything additional. Thank you for your cooperation and assistance in this matter.

Sincerely,

Scott A. Eaton

SAE/rck

Enclosures

cc: Las Vegas Business Services (w/ liquor and business license application)
Dale Hawley, Esq. (w/o enclosures)

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name)
Name	Angel Park Golf, LLC
Address	100 S. Rampart Blvd. Las Vegas, NV 89145

Block 2	Description
Subject Matter of Contract/Agreement:	Management Agreement -Angel Park Golf Course

EIN or Social Security # ___-__-___-___ 33-0738940

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation

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 wel as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	David Bogue, Manager	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
2.	Las Vegas Golf I, LLC, Sole Member	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
3.	David Bogue, Manager	100 S. Rampart Blvd. Las Vegas, NV 89145	(702) 254-0564
4.	Pacific Life Insurance Co, Sole Member of Sole Member	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
5.	Thomas C. Sutton, FSA, Chairman and CEO	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
6.	Glenn S. Schafer, CPA, President	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
7.	Khanh T. Tran, CFO	P.O. Box 9000 Newport Beach, CA 92658	(800) 800-7646
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

______________________________, 2004
Date

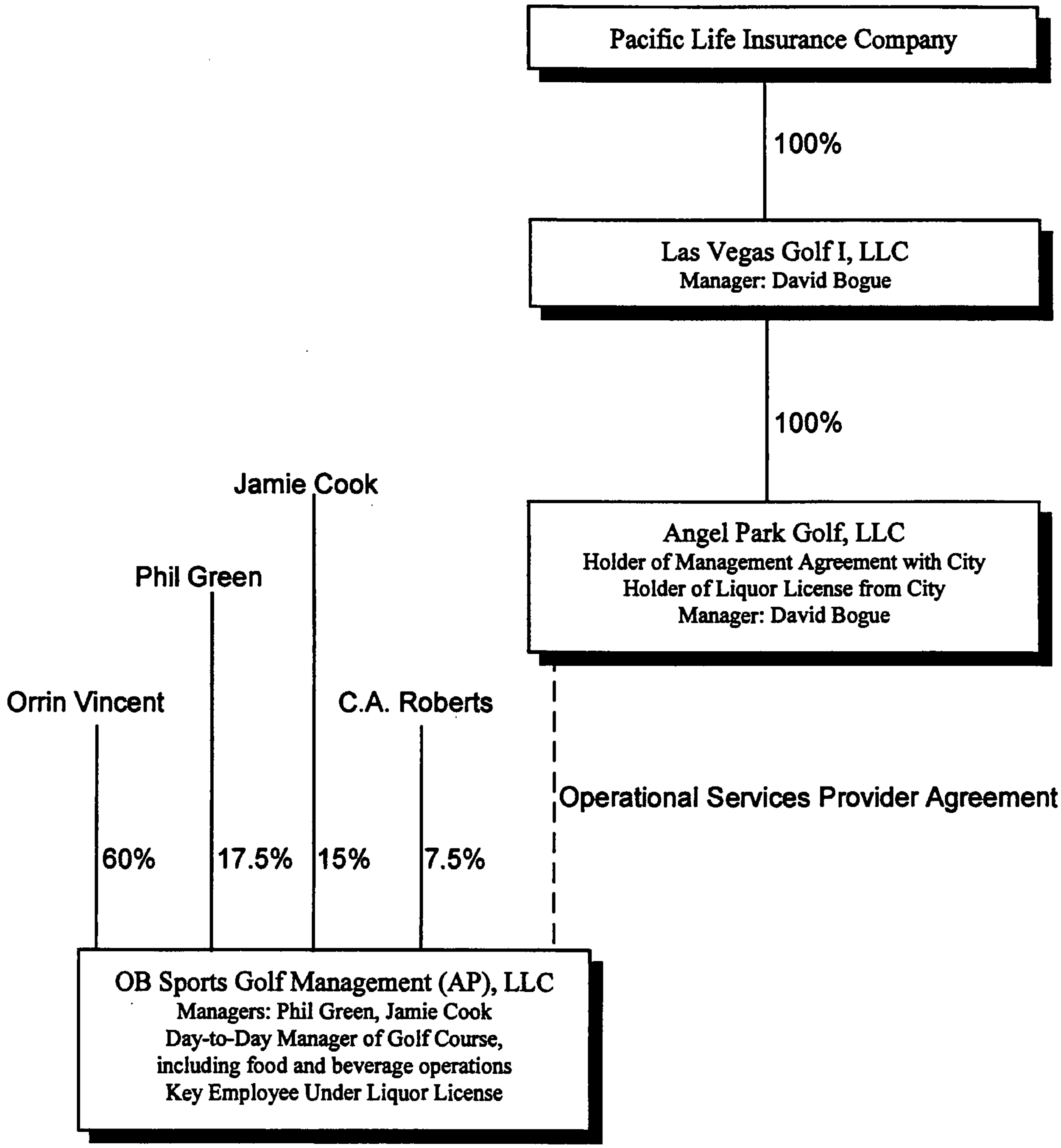
Subscribed and sworn to before me this 8th day of

March, 2004.

Rene C. Kevish
Notary Public

RENE C. KEVISH
Notary Public State of Nevada
No. 97-0854-1
My appt. exp. Dec. 3, 2006

Angel Park Golf Club
Proposed New Arrangement



City of Las Vegas

Agenda Item No. 55

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval to extend the temporary Operational and Services Provider Agreement to January 19, 2005, between O.B. Sports Golf Management, LLC, and Las Vegas Golf I, LLC, at Angel Park Golf Course for management and oversight duties - Ward 2 (Wolfson)

Fiscal Impact

X	**No Impact**	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/Real Estate
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
On December 17, 2003, City Council approved extension of a temporary operational agreement between Las Vegas Golf I and O.B. Sports Management, subject to reconsideration at the time the liquor license comes forward to Council, and a six month temporary liquor license. The temporary liquor license was extended for six months, which will expire on 7/19/04. We now wish to extend the temporary approval another six (6) months to coincide with the Business License approval process.

RECOMMENDATION:
The 7/19/2004 Real Estate Committee and staff recommend that this item be stricken at the 7/21/2004 City Council meeting

BACKUP DOCUMENTATION:
Disclosure of Principals

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

(9:37 – 9:39)

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name)	Block 2	Description
Name	OB Sports Golf Management	Subject Matter of Contract/Agreement	Operational and Services Provider Agreement with Party to Management Agreement - Angel Park Golf Course
Address	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254		
EIN or Social Security #	___-__-___-____ 93-1191096		

Block 3 Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

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 wel as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Orrin D. Vincent, Jr., Member	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254	(480) 948-1300
2.	Philip J. Green, Member/Manager	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254	(480) 948-1300
3.	Jamie K. Cook, Member/Manager	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254	(480) 948-1300
4.	C. A. Roberts, Member	7025 Greenway Parkway, Suite 550 Scottsdale, AZ 85254	(480) 948-1300
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: __________

2004

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.

"OFFICIAL SEAL"
Regina H. Olson
Notary Public-Arizona
Maricopa County
My Commission Expires

X ____________________
Name

3-3, 2004
Date

Subscribed and sworn to before me this ______ day of

March 3rd, 2004.

Regina H. Olson
Notary Public

2004

City of Las Vegas

Agenda Item No. 56

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of the occupancy of Las Vegas FACT (Fighting Aids in the Community Today) as a tenant within the Enterprise Health Care and Dental Center located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)

Fiscal Impact

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:** Public Works/Real Estate
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
On 4/7/04 City Council approved the 3,400 square foot expansion to the existing Health Care and Dental Facility. The additional square footage will be subleased to FACT for an HIV/AIDS Clinic to further service people who have been affected with HIV and AIDS. Per Section 8.1 of the 12/7/98 Interlocal Agreement with Clark County, the City (Lessor) must approve the sublease for FACT to occupy the facility.

RECOMMENDATION:
The 7/19/2004 Real Estate committee and staff recommend approval of FACT subleasing the office from Clark County to occupy the above referenced space.

BACKUP DOCUMENTATION:
6/16/04 Clark County Letter of Request

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

(9:37 – 9:39)

Department of Finance
Community Resources Management

500 S Grand Central Pky 5th Fl • PO Box 551212 • Las Vegas NV 89155-1212
(702) 455-5025 • Fax (702) 455-5038

George W. Stevens, Chief Financial Officer • Douglas R. Bell, Manager

June 16, 2004

David Roark
Manager, Real Estate and Assets
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2004 JUN 22 A 11: 06

Dear Mr. Roark:

RE: LAS VEGAS FACT FACILITY-OCCUPANCY

I am writing this letter in reference to the Enterprise Health Care and Dental Center. In January 2003, Clark County received state monies in the amount of $500,000 to be used to construct or expand a medical facility to service HIV and AIDS patients. Clark County is currently in the process of expanding the health center by an additional 3,400 square foot facility, which the County will then lease, to the Las Vegas FACT (Fighting Aids in the Community Today) for an HIV/AIDS Clinic. We anticipate that this expansion work will be completed by late June or early July 2004. This is a much-needed service in the West Las Vegas Community and it is important to have this facility available for the residents that may be infected with HIV and AIDS and to work to reduce its potential transmission to others.

On December 15, 1998, Clark County Board of County Commissioners and the Cities of Las Vegas City and North Las Vegas Councils approved an Interlocal Agreement among Clark County, the City of Las Vegas, and the City of North Las Vegas to fund and develop a Medical Facility within the Las Vegas Enterprise Park. On Page 6, Article III, Section 8.1, Assignment and Subletting, it states that the Lessee (County) must receive approval from the Lessor (City of Las Vegas) for a nonprofit agency to occupy the Medical Center to perform any type of medical services.

On April 5, 2004 and April 7, 2004, Clark County appeared respectively before the City of Las Vegas Real Estate Committee, and the Las Vegas City Council to request approval for the 3,400 square foot expansion to the existing Enterprise Health Care and Dental Center. This request was approved. Clark County would thus now ask for the Real Estate Committee and Las Vegas City Council to formally adopt a motion to approve the occupancy of Las Vegas FACT as a tenant within the Enterprise Health Care and Dental Center.

It is anticipated that FACT will occupy the new facility late July or early August 2004. Clark County is currently ready to approve the necessary lease agreement following City's authorization of the new tenant, with the County then amending the current lease agreements with all providers involved at this medical facility. Your prompt written letter documenting the official approval by your City Council of this tenancy will be appreciated. Should you have any questions on this project, please contact Mr. Maurice Reid, Management Analyst, at 455-5025.

Sincerely,

Douglas R. Bell, Manager
Community Resources Management

Cc: Orlando Sanchez, City Las Vegas Neighborhood Services Department
Rodney Lister, Senior Economic Development Officer
Maurice Reid, Management Analyst II
Steven Sweikert, Deputy District Attorney

City of Las Vegas

Agenda Item No. 57

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

[X] CONSENT [ ] DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of a Grant of Easement between the City of Las Vegas and Nevada Power Company for a power transformer site located west of the Water Pollution Control Facility, APN 161-10-701-001 - County (near Ward 3 - Reese)

Fiscal Impact

X	No Impact	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/Real Estate
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:

On 7/16/03 City Council approved a Grant of Easement with the Clark County Water Reclamation for a public wastewater Quarry Lift Station. An 8-foot square transformer pad will be provided as part of the Quarry Lift Station Project within the 11 x 18.5-foot easement required by Nevada Power. Power from this site will be used to run the new Quarry Lift Station. The transformer pad can also be available for any additional improvements the City wishes to make in the vicinity of the WPCF.

RECOMMENDATION:

The 7/19/2004 Real Estate Committee and staff recommends approval, subject to revisions of the purpose and background for the last sentence to read: The transformer will have enough capacity to service additional improvements the City wishes to make on the parcel in the future.

BACKUP DOCUMENTATION:

Grant of Easement

MOTION:

REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

(9:37 – 9:39)

APN: 161-10-701-001

GRANT OF EASEMENT

I (WE). **CITY OF LAS VEGAS, a municipal corporation within the State of Nevada,** for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY** its successors and assigns, the right to construct, to operate, to add to, to maintain, and to finally remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity upon, over, under, and across the parcel(s) hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of said electric system(s).

The above referred to parcel of land, situate in the County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE¼) of Section 10, Township 21 South, Range 62 East, M.D.M., Nevada, described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

RW#: 0308-04hnjc
WO#: 174897
Reference Document: 0009:0007082

The Grantor(s) retain(s) the right to fence, to plant, to maintain and to so use said parcel(s) for _______ own purpose so long as such use is consistent with standard electrical and telephone practices and does not interfere with the rights herein granted.

WITNESS my (our) hand(s) this _________ day of ______________________, 20_____.

CITY OF LAS VEGAS

____

____

APPROVED AS TO FORM:
[signature] 6/21/04
Date

STATE OF ___________________)
COUNTY OF ___________________)

On this __________ day of _____________, 20____, before me, _______________________, a Notary Public, personally appeared ____________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as __________________________ on behalf of ________________________________ the corporation therein named, and acknowledged to me that the corporation executed it.

____
Notary Public

____
Notary Statement and/or Seal

RW5(A-2001 version)

July 21, 2004

Ex. A.

Easement w/NV Power Co.

Item #__________

LEGAL DESCRIPTION
NEVADA POWER EASEMENT

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 10;
THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), NORTH 89°51'14" EAST, 680.02 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 00°23'24" WEST, 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF VEGAS VALLEY DRIVE (40 FEET WIDE) AS DEDICATED BY THAT DOCUMENT RECORDED IN BOOK 686 AS INSTRUMENT NO. 0645535 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°51'14" WEST, 40.00 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°23'24" WEST, 11.00 FEET; THENCE SOUTH 89°51'14" WEST, 18.50 FEET; THENCE NORTH 00°23'24"EAST 11.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF VEGAS VALLEY DRIVE;
THENCE ALONG SAID LINE, NORTH 89°51'14" EAST, 18.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 203.50 SQUARE FEET OF LAND MORE OR LESS.

END OF DESCRIPTION.

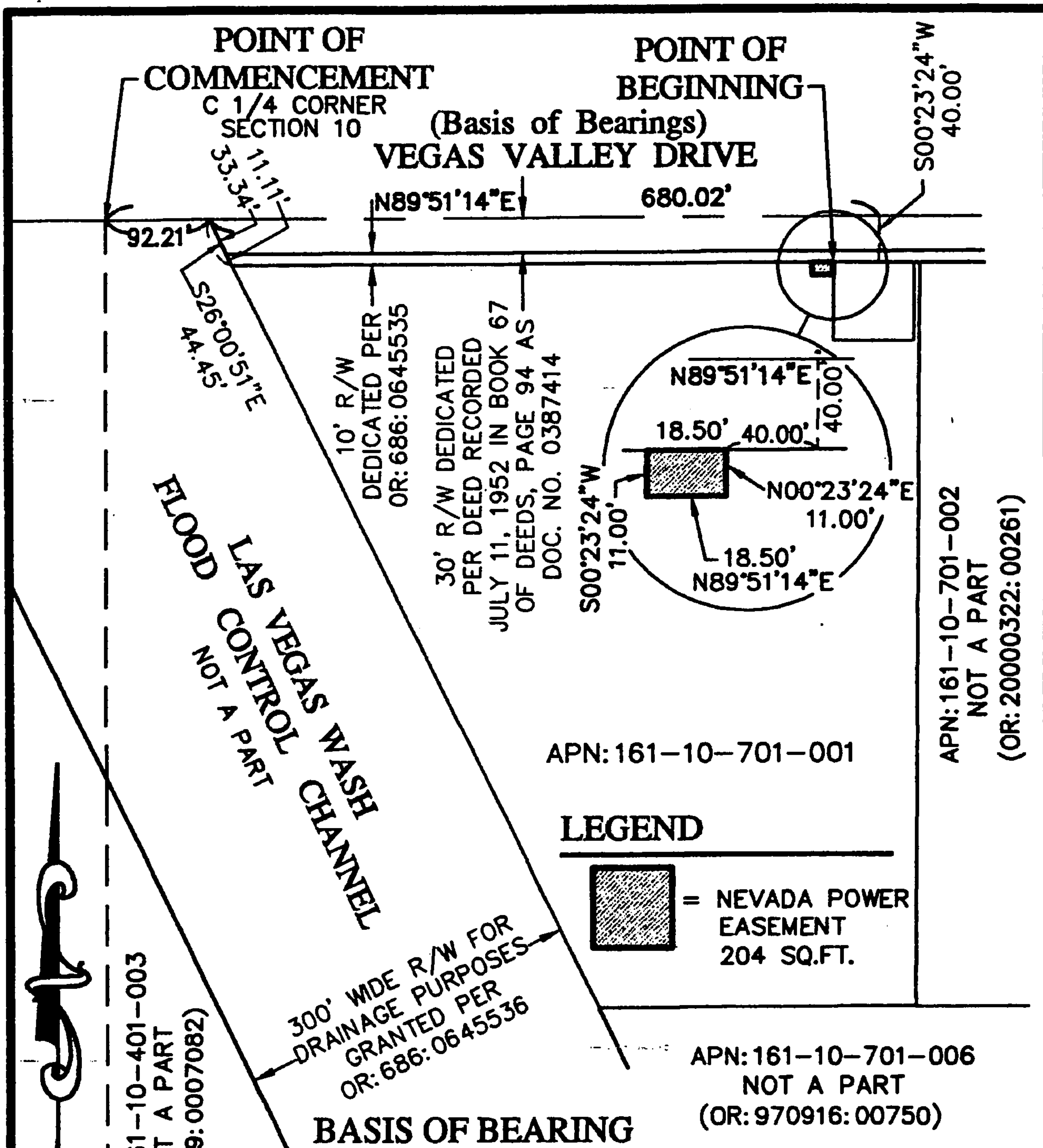
GLEN J. DAVIS
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 11825
EXPIRATION DATE: DECEMBER 31, 2004
LOCHSA SURVEYING
5828 WEST SPRING MOUNTAIN ROAD, SUITE 308
LAS VEGAS, NEVADA 89146-8896

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
GLEN J. DAVIS
No. 11825

12-16-07

EX. D

July 21, 2004 Easement w/NV Power Co. Item #__________



BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY THAT RECORD OF SURVEY ON FILE IN FILE 122 OF SURVEYS, PAGE 24 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.
SAID LINE BEARS NORTH 89°51'14" EAST.

S-1084.06
DECEMBER 16, 2003
NO SCALE

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

City of Las Vegas

Agenda Item No. 58

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of an Easement and Rights-of-Way between the City of Las Vegas and Clark County for a multi-purpose trail located near the Las Vegas Wash, APN 161-15-702-001 - County (near Ward 3 - Reese)

Fiscal Impact

[X] No Impact
[ ] Budget Funds Available
[ ] Augmentation Required

Amount:
Dept./Division: Public Works/Real Estate
Funding Source:

PURPOSE/BACKGROUND:
Clark County is requesting a permanent easement for a multi-use trail, 24-foot wide, with temporary 10-foot wide construction easements adjacent to each side near the Waste Water Treatment Plant.

RECOMMENDATION:
The 7/19/2004 Real Estate committee and staff recommend approval

BACKUP DOCUMENTATION:
Easement and Rights-of-Way

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

(9:37 – 9:39)

1-952

APN: 161-15-702-001

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between **CITY OF LAS VEGAS, A Municipal Corporation of the State of Nevada**, Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **CLARK COUNTY**, Nevada, Party of the Second Part, hereinafter known as the **GRANTEE**.

WITNESSETH:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, and Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of trail facilities and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTEE(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter.

2. The **GRANTEE** shall be solely responsible for the upkeep, maintenance, and repair of the **GRANTEE'S** improvements placed upon said parcel and agrees to maintain such improvements and the easement land described in a neat, safe and clean condition.

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired for any reason within the easement, the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

APN: 161-15-702-001

Item #__________

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/here/their hand/hands this ______ day of ________________, 2004.

CITY OF LAS VEGAS, A Municipal Corporation of the State of Nevada

BY: ______________________________ ______________________________

(Signature) **(Print Name)**

____

Title

BY: ______________________________ ______________________________

(Signature) **(Print Name)**

____

Title

APPROVED AS TO FORM:
[signature] 6/21/04
Deputy City Attorney Date

STATE OF)
)ss.
COUNTY OF)

On ___________________, 2004 before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared ____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that _____he_____ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

____
Notary Public

____
Notary Seal/Stamp

EXHIBIT A

CLARK COUNTY PUBLIC WORKS DEPARTMENT
LEGAL DESCRIPTION OF PERMANENT EASEMENT FOR A MULTI-PURPOSE TRAIL

AFFECTING APN 161-15-702-001

BEING A PORTION OF PARCEL 1 AND 2 PER BOOK 890317 INSTRUMENT 00516, "RIGHT-OF-WAY GRANT FOR DRAINAGE PURPOSES", CLARK COUNTY, NEVADA, OFFICIAL RECORDS, IN THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

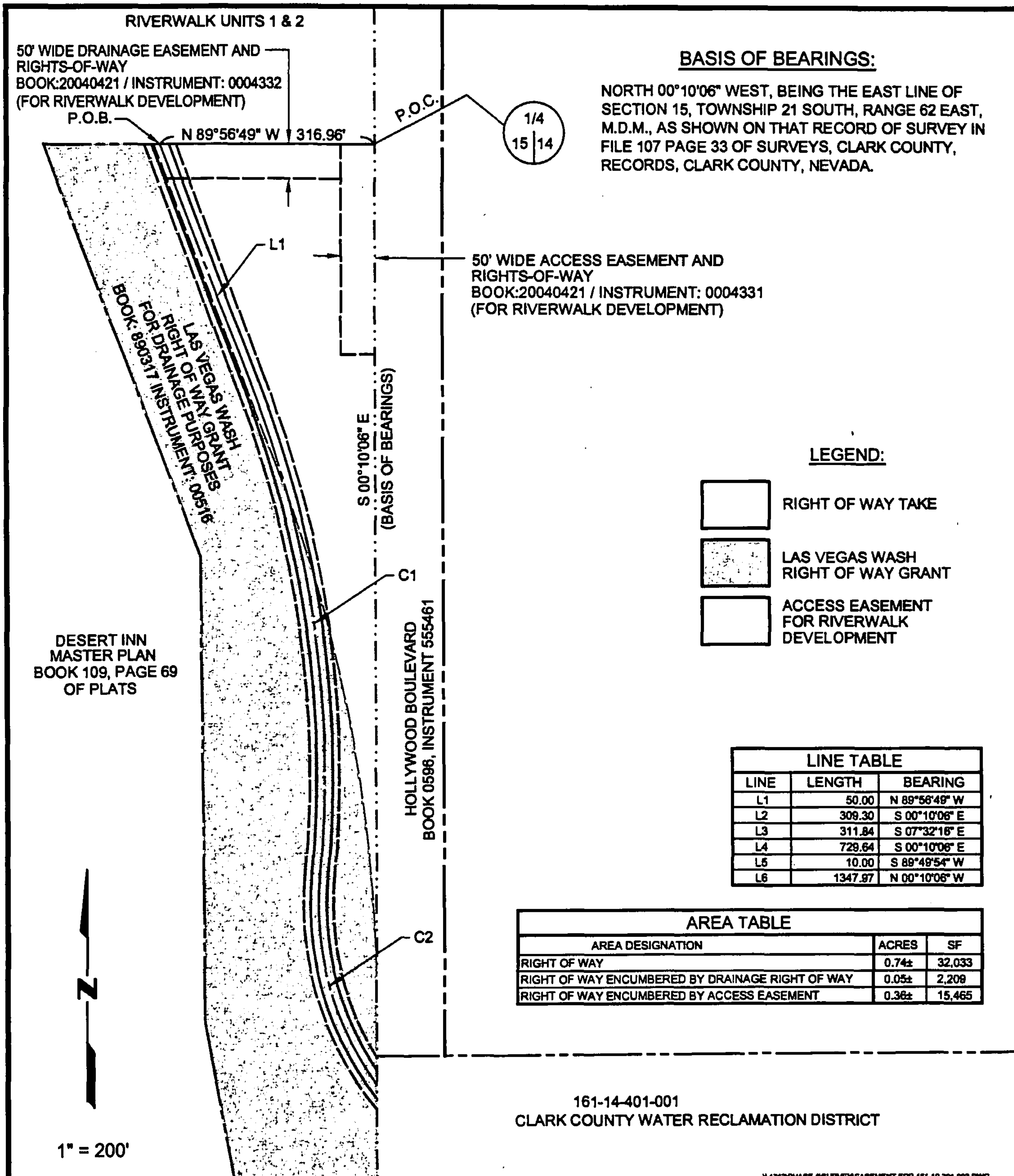
A PERMANENT EASEMENT FOR A MULTI-USE TRAIL OVER A STRIP OF LAND 24' WIDE, WITH TEMPORARY 10' WIDE CONSTRUCTION EASEMENTS ADJACENT TO EACH SIDE, THE CENTERLINE OF SAID STRIP IS DESCIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 15; THENCE NORTH 89°56'49" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE ¼) A DISTANCE OF 316.96 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 21°02'09" EAST A DISTANCE OF 378.25' TO A POINT ON A 1,616.00 FOOT RADIUS CURVE CONCAVE WESTERLY AND HAVING A CENTRAL ANGLE OF 26°22'33"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 743.92 FEET TO A POINT OF REVERSE CURVATURE OF A 450.00 FOOT RADIUS CURVE, CONCAVE EASTERLY AND HAVING A CENTRAL ANGLE OF 41°28'09"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.70 FEET TO SAID EAST LINE OF PARCEL 1 AND 2. THE SIDELINES OF THE STRIPS OF LAND WILL BE PROLONGED OR FORESHORTENED TO MEET THE BOUNDARY LINE OF THE PROPOSED DRAINAGE EASEMENT ON THE NORTH, AND THE EAST LINE OF SAID PARCEL 1 & 2 ON THE SOUTH.

CONTAINING: APPROXIMATELY 34,745 SQUARE FEET, OR 0.80 ACRES MORE OR LESS.

REFERENCE:
RECORD OF SURVEY FILE 107 PAGE 33, RIGHT-OF WAY GRANT FOR DRAINAGE PURPOSES BOOK 890317 INSTRUMENT 00516

SKETCH TO ACCOMPANY EXHIBIT, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.



BASIS OF BEARINGS:

NORTH 00°10'06" WEST, BEING THE EAST LINE OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., AS SHOWN ON THAT RECORD OF SURVEY IN FILE 107 PAGE 33 OF SURVEYS, CLARK COUNTY, RECORDS, CLARK COUNTY, NEVADA.

LEGEND:

- RIGHT OF WAY TAKE
- LAS VEGAS WASH RIGHT OF WAY GRANT
- ACCESS EASEMENT FOR RIVERWALK DEVELOPMENT

LINE TABLE

LINE	LENGTH	BEARING
L1	50.00	N 89°56'49" W
L2	309.30	S 00°10'06" E
L3	311.84	S 07°32'16" E
L4	729.64	S 00°10'06" E
L5	10.00	S 89°49'54" W
L6	1347.97	N 00°10'06" W

AREA TABLE

AREA DESIGNATION	ACRES	SF
RIGHT OF WAY	0.74±	32,033
RIGHT OF WAY ENCUMBERED BY DRAINAGE RIGHT OF WAY	0.05±	2,209
RIGHT OF WAY ENCUMBERED BY ACCESS EASEMENT	0.36±	15,465

CLARK COUNTY NEVADA

SKETCH TO ACCOMPANY EXHIBIT "A"

LEGAL DESCRIPTION MAP FOR RIGHT OF WAY TAKE ON CITY OF LAS VEGAS APN 161-15-702-001

PHJ

JAG

PHJ

MARCH 24, 2004

PROFESSIONAL ENGINEER STATE OF NEVADA PAUL H. JUDD Exp: 06\30\06 CIVIL No. 7942

City of Las Vegas Agenda Item No. 59

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water lines and appurtenances on APN 125-12-301-002 to service the Horse and Bradley Park Site - Ward 6 (Mack)

Fiscal Impact

X	**No Impact**	**Amount:**	
	Budget Funds Available	**Dept./Division:**	Public Works/Real Estate
	Augmentation Required	**Funding Source:**	

PURPOSE/BACKGROUND:
In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:
The 7/19/2004 Real Estate committee and staff recommend approval

BACKUP DOCUMENTATION:
Easement and Rights-of-Way

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

(9:37 – 9:39)

A.P.N. 125-12-301-002

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE.**

WITNESSETH:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar ($1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;

2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE.**

A.P.N. 125-12-301-002
GRANTOR: Bureau of Land Management

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of ____________________, 20 04.

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

OSCAR B. GOODMAN, MAYOR

STATE of NEVADA)
) ss.
COUNTY of CLARK)

APPROVED AS TO FORM:
Robert S. [illegible] 6-28-04
Date

On ______________________, 20 04, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared ____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Stamp/Seal Above

FOR LVVWD USE ONLY

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89153

vtn nevada
CONSULTING ENGINEERS • PLANNERS • SURVEYORS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
VERNON C. LITTLE
Exp: 12-31-05
No. 13930
3-11-2004

MARCH 11, 2004
W.O. 5825-2
BY: VCL
P.R. BY: TZ

EXPLANATION:
THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF HORSE DRIVE AND BRADLEY ROAD FOR BUREAU OF LAND MANAGEMENT GRANT OF RIGHT-OF-WAY FOR LAS VEGAS VALLEY WATER DISTRICT FACILITY PURPOSES.

LEGAL DESCRIPTION
BLM RIGHT-OF-WAY GRANT
APN 125-12-301-002

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 01°12'34" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 784.88 FEET; THENCE SOUTH 88°47'26" WEST, DEPARTING SAID EAST LINE, 30.00 FEET TO THE POINT OF BEGINNING;

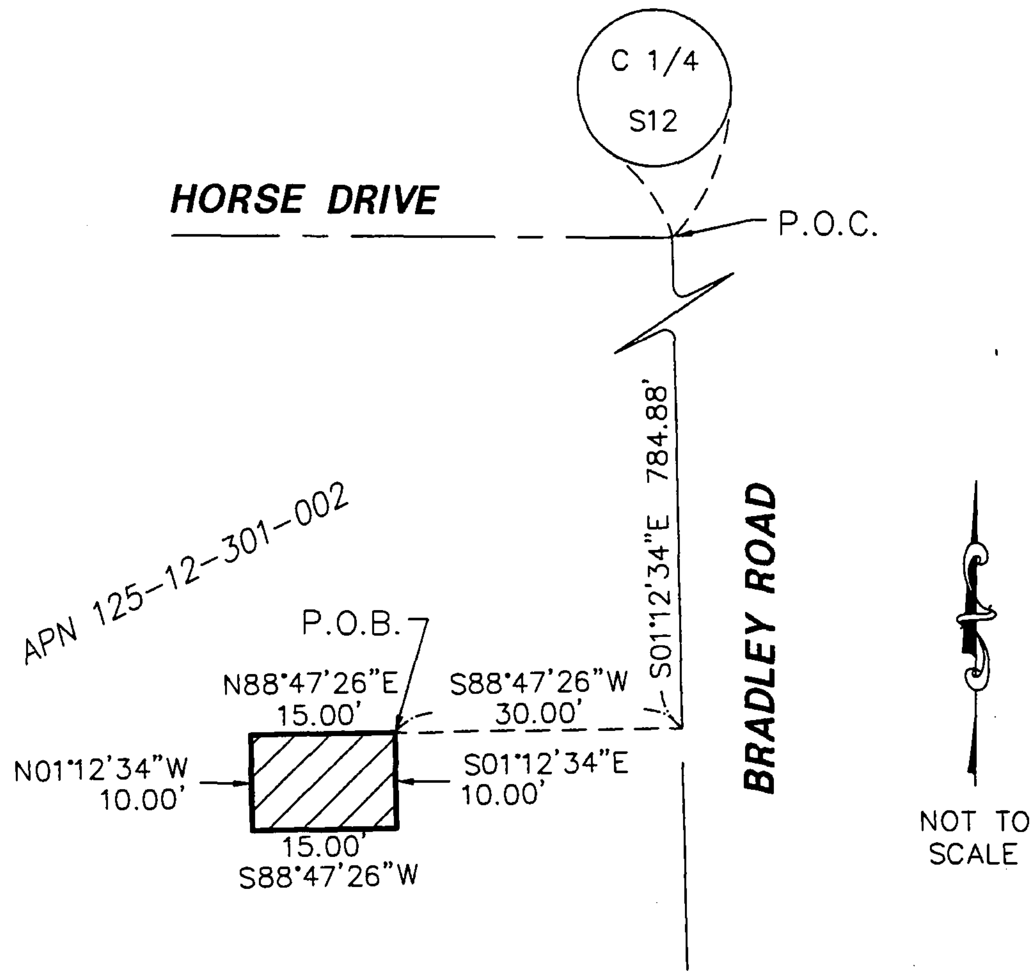
THENCE SOUTH 01°12'34" EAST, 10.00 FEET; THENCE SOUTH 88°47'26" WEST, 15.00 FEET; THENCE NORTH 01°12'34" WEST, 10.00 FEET; THENCE NORTH 88°47'26" EAST, 15.00 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 150 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

RUNNING 10 LINEAR FEET AT A WIDTH OF 15.00 FEET, MORE OR LESS.

BASIS OF BEARINGS:
SOUTH 01°12'34" EAST, BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PLAT OF "IRON MOUNTAIN RANCH - VILLAGE 8 - UNIT 1", ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 107 OF PLATS, PAGE 32.

END OF DESCRIPTION.



G: /5825/5825SRVY.DWG (LVVWD-PARK1)

vtn nevada 2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION APN 125-12-301-002**	SCALE	HORZ. **NONE** VERT. **NA**
		W.O. NO.	**5825-2**
		DRAWN BY:	**VCL**
	RIGHT-OF-WAY GRANT LVVWD	DATE:	**3/11/04**
		SHEET 1	OF 1

City of Las Vegas

Agenda Item No. 60

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2004

DEPARTMENT: PUBLIC WORKS
DIRECTOR: RICHARD D. GOECKE [X] CONSENT [ ] DISCUSSION

SUBJECT:
REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of a Grant, Bargain, Sale Deed from the City of Las Vegas to the County of Clark for approximately 32,033 square feet of land located in the vicinity of Desert Inn Road and Hollywood Boulevard, APN 161-15-702-001 - County (near Ward 3 - Reese)

Fiscal Impact

[X] **No Impact**	**Amount:**	
[ ] **Budget Funds Available**	**Dept./Division:**	Public Works/Real Estate
[ ] **Augmentation Required**	**Funding Source:**	

PURPOSE/BACKGROUND:
The Clark County Department of Public Works requested the Grant, Bargain, Sale Deed (GBSD) for approximately 32,033 square feet of land located in the vicinity of Desert Inn Road and Hollywood Boulevard, APN 161-15-702-001, for drainage purposes. The GBSD would give support to the County for drainage needs in the area.

RECOMMENDATION:
The 7/19/2004 Real Estate Committee and staff recommend approval, subject to revising the first sentence of the purpose/background to read: The Clark County Department of Public Works requested the Grant, Bargain, Sale Deed (GBSD) for approximately 32,033 square feet of land located in the vicinity of Desert Inn Road and Hollywood Boulevard, APN 161-15-702-001, for drainage and roadway improvements for Hollywood Boulevard adjacent to the City's wastewater treatment plant.

BACKUP DOCUMENTATION:
Grant, Bargain, Sale Deed

MOTION:
REESE – APPROVED Items 3-9, 11-14, and 16-53, and 56-61 as recommended – UNANIMOUS

Items 10, 15, and 62: **APPROVED under separate actions** (see individual items)
Items 54 and 55: **STRICKEN under separate actions** (see individual items)

MINUTES:
Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items not previously stricken on the consent agenda and joins with the recommendation of staff that the City Council approve each item.

(9:37 – 9:39)

APN: 161-15-702-001 Item # ______

WHEN RECORDED PLEASE RETURN TO:
Clark County Department of Public Works
Attention: Joseph Glick, Design Engineering
500 S. Grand Central Parkway, #2001
Las Vegas, Nevada 89106

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That the **CITY OF LAS VEGAS, a Municipal corporation of the State of Nevada**, GRANTOR(s), for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell, and Convey to the **COUNTY OF CLARK, a political subdivision of the State of Nevada**, GRANTEE, all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

A PORTION OF ASSESSOR's PARCEL NO. 161-15-702-001

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging and in anyway appertaining.

Signature for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the right described herein.

IN WITNESS THEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this ____ day of __________, 2004.

BY: ______________________
OSCAR B. GOODMAN, MAYOR

ATTEST:

BY: ______________________
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

BY: Thomas R. Green 6/21/04
DEPUTY CITY ATTORNEY

020314A\002d

60

APN: 161-15-702-001 **Item # ______**

STATE OF)
)ss.
COUNTY OF)

On ________________________, 2004, before me, the undersigned, a **NOTARY PUBLIC,** in and for said County and State, personally appeared ____________________________ know to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that __he __ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

____
NOTARY PUBLIC in and for said County and State

My Commission expires: ____________________

{SEAL}

EXHIBIT A

CLARK COUNTY PUBLIC WORKS DEPARTMENT
LEGAL DESCRIPTION OF PERMANENT RIGHT OF WAY
FOR HOLLYWOOD BOULEVARD

AFFECTING APN 161-15-702-001

BEING A PORTION OF PARCEL 1 AND 2 PER BOOK 890317 INSTRUMENT 00516, "RIGHT-OF-WAY GRANT FOR DRAINAGE PURPOSES", CLARK COUNTY, NEVADA, OFFICIAL RECORDS, IN THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 15; THENCE NORTH 89°56'49" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE ¼) A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°10'06" EAST A DISTANCE OF 309.30 FEET; THENCE SOUTH 07°32'16" EAST A DISTANCE OF 311.84 FEET; THENCE SOUTH 00°10'06" EAST A DISTANCE OF 729.64 FEET; THENCE SOUTH 89°49'54" EAST A DISTANCE OF 10.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER (SE ¼) OF SECTION 15, THENCE NORTH 00°10'06" WEST ALONG SAID EAST LINE A DISTANCE OF 1347.97 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: APPROXIMATELY 32,033 SQUARE FEET, OR 0.74 ACRES MORE OR LESS.

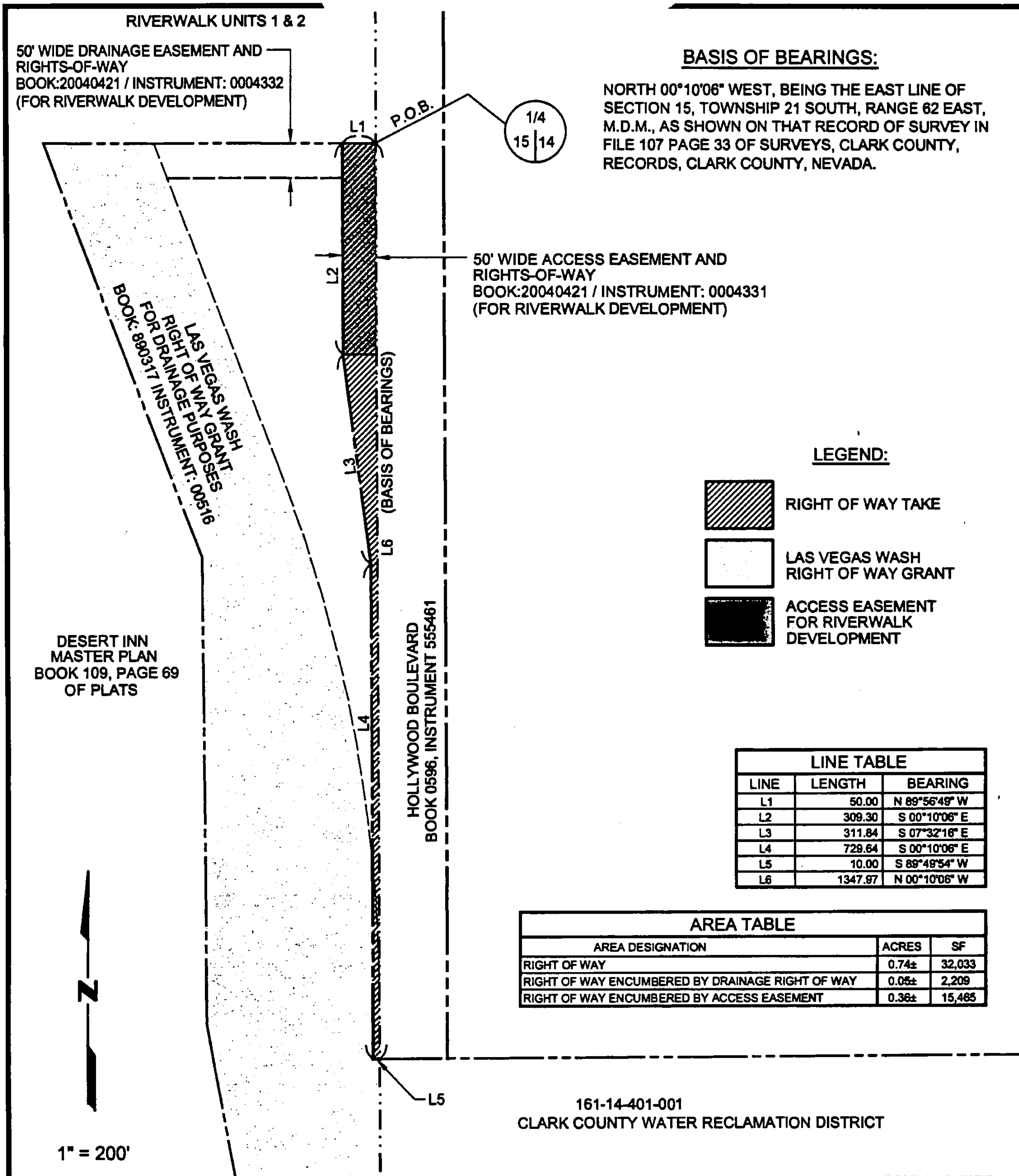
REFERENCE:
RECORD OF SURVEY FILE 107 PAGE 33, RIGHT-OF WAY GRANT FOR DRAINAGE PURPOSES BOOK 890317 INSTRUMENT 00516

SKETCH TO ACCOMPANY EXHIBIT, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

July 21, 2004

GBSD w/Clark County

Item #__________



BASIS OF BEARINGS:

NORTH 00°10'06" WEST, BEING THE EAST LINE OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 62 EAST, M.D.M., AS SHOWN ON THAT RECORD OF SURVEY IN FILE 107 PAGE 33 OF SURVEYS, CLARK COUNTY, RECORDS, CLARK COUNTY, NEVADA.

LEGEND:

- RIGHT OF WAY TAKE
- LAS VEGAS WASH RIGHT OF WAY GRANT
- ACCESS EASEMENT FOR RIVERWALK DEVELOPMENT

LINE TABLE

LINE	LENGTH	BEARING
L1	50.00	N 89°56'49" W
L2	309.30	S 00°10'06" E
L3	311.84	S 07°32'16" E
L4	729.64	S 00°10'06" E
L5	10.00	S 89°49'54" W
L6	1347.97	N 00°10'06" W

AREA TABLE

AREA DESIGNATION	ACRES	SF
RIGHT OF WAY	0.74±	32,033
RIGHT OF WAY ENCUMBERED BY DRAINAGE RIGHT OF WAY	0.05±	2,209
RIGHT OF WAY ENCUMBERED BY ACCESS EASEMENT	0.36±	15,465

CLARK COUNTY NEVADA

SKETCH TO ACCOMPANY EXHIBIT "A"

LEGAL DESCRIPTION MAP FOR RIGHT OF WAY TAKE ON CITY OF LAS VEGAS APN 161-15-702-001

DESIGNED BY: PHJ

DRAWN BY: JAG

CHECKED BY: PHJ

DATE: MARCH 24, 2004

PROFESSIONAL ENGINEER-STATE OF NEVADA PAUL H. JUDD Exp: 06\30\05 CIVIL No. 7942