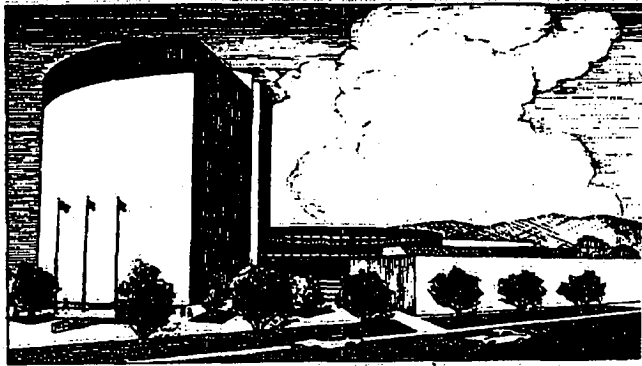




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

FEBRUARY 2, 2005

INVOCATION
PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

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COUNCILMAN GARY REESE
MAYOR PRO-TEM

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COUNCILMAN LARRY BROWN
(Excused from the pm session until 1:08 PM)

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COUNCILMAN LAWRENCE WEEKLY

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COUNCILMAN MICHAEL MACK
(Excused from the PM session until 1:08 PM)

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COUNCILMAN STEVE WOLFSON

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COUNCILWOMAN LOIS TARKANIAN
(Seated after being sworn into office)

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

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APPROVED BY REFERENCE: April 20, 2005

ATTEST:

CITY CLERK

MAYOR

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



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)

COUNCIL MEMBERS: 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.

FEBRUARY 2, 2005

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

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

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

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

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

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND LINDA L. KELLY, ASSOCIATE PASTOR AT MOUNTAIN VIEW PRESBYTERIAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF THE SENIOR CITIZEN OF THE QUARTER
- RECOGNITION OF BLACK HISTORY MONTH

BUSINESS ITEMS - MORNING

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 November 17, 2004 and the Special City Council Meeting of April 20, 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 - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of renewal of the City's required letter of credit in the amount of \$10,507,107 for workers compensation claims and related commission fee of \$52,199.89 - Workers Compensation Internal Service Fund (ISF)
5. Approval of a Special Event License for Jesus Vargas / Susana Gonzalez, Location: East Las Vegas Community Center, 250 North Eastern Avenue, Date: February 12, 2005, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Eddie R. Ybarra - Ward 3 (Reese)
6. Approval of Change of Ownership and Business Name for a Tavern License subject to Health Dept. regulations, From: Omar, Inc., dba Scoreboard Lounge, Akram A. El-Khechen, Dir, Pres, Secy, Treas, 100%, To: SJ Ventures, LLC, dba Vic's, 2400 South Jones Boulevard, Suite 6, Victor G. Hill, Mgr, 100% - Ward 1 (Moncrief)
7. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, Kopper Keg North, Inc., dba Kopper Keg North, 8725 West Deer Springs Way, Gary R. Zornes, Pres, 40%, Jon T. Dulaney, Dir, Secy, Treas, Joanne L. K. Zornes, 25%, Jon T. Dulaney Gaming Trust, 35%, Jon T. Dulaney, Trustee - Ward 6 (Mack)
8. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Jonathan's, Inc., Peter J. Mandas, Dir, Pres, Peter M. Mandas, Secy, Treas, Peter J. Mandas Trust, 100%, Peter J. Mandas, Co-Trustee, Peter M. Mandas, Co-Trustee, Linda L. Mandas, Co-Trustee, To: S & S Sports, LLC, dba Hammerhead's Bar & Grill, 5310 West Sahara Avenue, Suite D, Sharon E. Bremer, Mmgr, Mgr, 100% - Ward 1 (Moncrief)
9. Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Nellis & Washington, LLC, dba Express Mart, Bernie A. Chippoletti and Beverly Ann Chippoletti Family Trust, Mmgr, 50%, Bernie A. Chippoletti, Co-Trustee, Beneficiary and Beverly A. Chippoletti, Co-Trustee, Beneficiary, 100% jointly as husband and wife, Schnippel Family Trust, Mmgr, 50%, Mark A. Schnippel, Co-Trustee, Beneficiary and Jacqueline R. Schnippel, Co-Trustee, Beneficiary, 100% jointly as husband and wife, To: Retail Management Services, Inc., dba Express Mart, 5075 East Washington Avenue, Harsh S. Sidhu, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
10. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, The Slanted Clam, LLC, dba The Slanted Clam, 3713 West Sahara Avenue, Let's Eat Gaming Group, Inc., Mmgr, 50%, Mark J. DiMartino, Dir, Pres, Secy, Treas, 100%, Amy O, LLC, Mmgr, 50%, Barry J. Fieldman, Mgr, 100% - Ward 1 (Moncrief)
11. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, Golden Route Operations, LLC, db at Zingers, 1000 East Sahara Avenue, 105 - Ward 3 (Reese)
12. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Vic's, 2400 South Jones Boulevard, Suite 6 - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval to Participate in Revenue for a Restricted Gaming License for 6 slots subject to approval by the Nevada Gaming Commission, United Coin Machine Co., db at 7-Eleven Food Store 22416F, 901 North Rancho Drive, Jatinder K. Singh, Franchise Mgr, Participant in Gaming Revenue, Veena Singh, Franchise Mgr, Participant in Gaming Revenue - Ward 5 (Weekly)
14. Approval of Indirect Transfer of Control of Franchise Agreement for Ambulance Services with Mercy, Inc. ("Mercy"), a Nevada corporation, dba American Medical Response - All Wards
15. Approval of Use Agreement No. 050522 authorizing use of the State of Nevada Contract Number 6849, Vehicle Fleet Pricing Agreement - Department of Field Operations - Award to: CHAMPION CHEVROLET - (Estimated Annual Amount of \$1,900,000 - Automotive Services Internal Service Fund)
16. Approval of Use Agreement No. 050524 authorizing use of the State of Nevada Contract Number 6850, Police Vehicle Pricing Agreement - Department of Field Operations - Award to: DELONG FORD MERCURY - (Estimated Annual Amount of \$272,760 - Automotive Services Internal Service Fund)
17. Approval of Use Agreement No. 050523 authorizing use of the State of Nevada Contract Number 6848, Alternative Fuel Vehicle Pricing Agreements - Department of Field Operations - Award to: DESERT HONDA OF LAS VEGAS - (Estimated Annual Amount of \$212,650 - Automotive Services Internal Service Fund)
18. Approval of issuance of Purchase Order for software upgrade to leased CS7100 Mainframe Computer - Department of Information Technologies - Award recommended to: UNISYS CORPORATION (\$205,847 - Computer Services Internal Service Fund)
19. Approval of award of Modification No. 2 to Master Software Agreement No. 040013 for RedDot Software Professional Services - Department of Information Technologies - Award recommended to REDDOT SOLUTIONS CORPORATION - (\$50,000 - Computer Services Internal Service Fund)
20. Approval of Use Agreement No. 050526 authorizing use of the State of Nevada Request for Proposal Number 04-04 for Long Distance Telephone Service - Department of Information Technologies - Award recommended to: SPRINT COMMUNICATIONS, COMPANY, L.P. - (Estimated Annual Amount of \$30,000 - Communications Internal Service Fund)
21. Approval of authorization to use the Western States Contracting Alliance Master Price Agreement #A63307 for Dell Computers and Servers - Department of Information Technologies - Award recommended to: DELL MARKETING L.P. - (Estimated Annual Amount of \$2,500,000 - Computer Services Internal Service Fund)

FIRE & RESCUE - CONSENT

22. Approval of a license agreement between Centerline Holdings, LLC (Station Casinos) and the City of Las Vegas for Las Vegas Fire & Rescue to conduct high-angle technical rope rescue training at the old Castaways Hotel and Casino property located at 2800 East Fremont Street - Ward 3 (Reese)

HUMAN RESOURCES - CONSENT

23. Approval to create one regular full time Redevelopment Officer position in the Office of Business Development Department to expedite new development and business expansion projects (\$113,200 - Redevelopment Agency Special Revenue Fund) - All Wards
24. Approval to create one regular full time Legal Technician II position for the office of the City Attorney (\$61,000 - General Fund) - All Wards

NEIGHBORHOOD SERVICES - CONSENT

25. Approval to reprogram \$87,542 in Home Investment Partnership and/or Low Income Housing Trust Funds (HOME/LIHTF) from various sources to the Affordable Housing Resource Council to support development of an assisted living facility to serve low income seniors to be located at 8220 Silver Sky Drive for an aggregate total of \$1,087,542 - Ward 5 (Weekly)

PLANNING & DEVELOPMENT - CONSENT

26. Approval of a Grant from the State Historic Preservation Office (SHPO) in the amount of \$40,000 (Multi-Purpose Special Revenue Fund) for projects as identified in the Historic Preservation Funding Agreement

PUBLIC WORKS - CONSENT

27. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southeast Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the south side of La Madre Avenue, between Riley Street and Bonita Vista Street, APN 125-32-803-001 - County (near Ward 6 - Mack)
28. Approval of an Encroachment Request from Thomason Consulting Engineers on behalf of Richmond American Homes of Nevada, Incorporated, owner (Dorrell Lane between Durango Drive and Campbell Road) - Ward 6 (Mack)
29. Approval of an Encroachment Request from Lochsa Engineering on behalf of Streamline Tower, LLC, owner (southeast corner of Las Vegas Boulevard and Ogden Avenue) - Ward 5 (Weekly)
30. Approval of an Encroachment Request from Las Vegas Development Company, LLC, on behalf of Cardan Lindell North, LLC, owner (northwest corner of Sahara Avenue and Lindell Road) - Ward 1 (Moncrief)
31. Approval of an Engineering Design Services Agreement with PBS&J for design of Rancho Road System-El Campo Grande Storm Drain (\$227,136 - Clark County Regional Flood Control District [CCRFCD]) - Ward 6 (Mack)
32. Approval of Contract Modification #1 with Frehner Construction for additional work necessary to complete the Durango Drive Improvements - Westcliff to Vegas Drive project (\$158,165.17 - Cox Communications) - Wards 2 and 4 (Wolfson and Brown)

RESOLUTIONS - CONSENT

33. R-6-2005 - Approval of a Resolution directing the City Treasurer to prepare the Twenty-first Assessment Lien Apportionment Report for Special Improvement District No. 505 - Elkhorn Springs Area (Levy Assessments) - Ward 6 (Mack)
34. R-7-2005 - Approval of a Resolution approving the Twenty-first Assessment Lien Apportionment Report for Special Improvement District No. 505 - Elkhorn Springs Area (Levy Assessments) - Ward 6 (Mack)
35. R-8-2005 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) (Levy Assessments) - Ward 6 (Mack)
36. R-9-2005 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) (Levy Assessments) - Ward 6 (Mack)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

37. Discussion and possible action of the Second Amended and Restated Memorandum of Understanding between the City of Las Vegas, City Parkway V and the Las Vegas Performing Arts Center Foundation for the development of a performing arts center at Union Park - Ward 5 (Weekly)
38. Report and possible action on the 2005 Federal Action Plan

CITY ATTORNEY - DISCUSSION

39. Discussion and possible action on Appeal of Work Card Denial: Tiffany Avice Johnson-Rorie, P.O. Box 669, Las Vegas, Nevada 89125
40. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Joan Leslie Davis, LVCCC, 2901 Industrial Road, Las Vegas, NV 89109
41. Discussion and possible action on Appeal of Work Card Denial: Maria De Jesus Ozuna, 2209 Jones Boulevard, Apt. 4, Las Vegas, Nevada 89108
42. Discussion and possible action on Appeal of Work Card Denial: Laurnel C. Crocker, 2817 W. Sahara, Apt. #2, Las Vegas, Nevada 89102

FINANCE & BUSINESS SERVICES - DISCUSSION

43. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes and Health Dept. regulations, G2E Health Systems, Inc., dba G2E Health Systems, Inc., 1181 South Buffalo Drive, Suite 140, Anthony K. Chadwell, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
44. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning codes, R & R Fitness Centers, LLC, dba Tone Zone, 3211 North Tenaya Way, Suite 110, Rick W. Hallgren, Mgr, Mmbr, 50%, Virginia C. Knudson, Mgr, Mmbr, 50% - Ward 4 (Brown)
45. Discussion and possible action regarding a Six Month Review of a Beer/Wine Cooler On-sale License, LivingTheDream, Inc., dba Aurelio's, 7660 West Cheyenne Avenue, Suite 122, David L. Jones, Dir, Pres, 10%, Lisa M. Jones, Treas, 85% - Ward 4 (Brown)
46. Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Shear Indulgence, Inc., dba Shear Indulgence Salon and Day Spa, 5000 West Oakey Boulevard, Suites B3 and B4, Darci S. O'Brien, Pres, 50%, Darla S. O'Brien, Dir, Secy, Treas, 50%, Bruno J. Humasti, Lender - Ward 1 (Moncrief)

RESOLUTIONS - DISCUSSION

47. R-10-2005 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (VIP) Ownership Participation Agreement (OPA) between the Redevelopment Agency and Main Street Studios, LLC, located at 1421 South Main Street, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 1 (Moncrief) [NOTE: This item is related to Redevelopment Agency Item 2 (RA-1-2005) and to Redevelopment Agency Item 3]

RESOLUTIONS - DISCUSSION

48. R-11-2005 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (VIP) Ownership Participation Agreement (OPA) between the Redevelopment Agency and Fourth Street Place, LLC, located at 720 South Fourth Street, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 1 (Moncrief) [NOTE: This item is related to Redevelopment Agency Item 4 (RA-2-2005) and to Redevelopment Agency Item 5]
49. R-12-2005 - Discussion and possible action on a resolution to augment and amend the City of Las Vegas Fiscal Year 2005 General Fund Budget in an amount not to exceed \$8,200,000

BOARDS & COMMISSIONS - DISCUSSION

50. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Pam Dalinis, Term Expiration 12-19-2006 (Moved Out of State); Mary Jo Greenlee, Term Expiration 1-17-2005 (No longer works for a Senior Organization)
51. ABEYANCE ITEM - SENIOR CITIZENS ADVISORY BOARD – Al Gallego – Term Expires 6/2007 (Resigned)

REAL ESTATE COMMITTEE - DISCUSSION

52. Discussion and possible action on the Floyd Lamb State Park Transfer Agreement with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas (\$1,300,000 - General Fund) - Ward 6 (Mack)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

53. Bill No. 2005-1 - Annexation No. ANX-5329 – Property location: On the southeast corner of Jones Boulevard and Madre Mesa Drive; Petitioned by: S. F. Investments, LLC; Acreage: 2.42 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Lawrence Weekly
54. Bill No. 2005-2 - Eliminates the term limits applicable to voting members of the Historic Preservation Commission. Sponsored by: Mayor Oscar B. Goodman
55. Bill No. 2005-3 - Modifies the disclosure requirements for merchants who sell motorized skateboards or motorized scooters, and requires merchants to make certain disclosures in connection with the sale of mini-motorcycles. Sponsored by: Councilman Michael Mack
56. Bill No. 2005-5 - Levies Assessment for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) 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.

57. Bill No. 2005-6 - Annexation No. ANX-5100 – Property location: On the east side of U. S. 95, south of Lone Mountain Road; Petitioned by: R. Paramahansa Trust, et al.; Acreage: 12.66 acres; Zoned: R-E (County zoning), U (O) and R-E (City equivalents). Sponsored by: Councilman Michael Mack

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

58. Bill No. 2005-7 - Annexation No. ANX-5514 - Property location: On the northeast corner of Alexander Road and Grand Canyon Drive; Petitioned by: Maple Development, LLC, et al.; Acreage: 4.96 acres; Zoned: R-E (County zoning), U (RNP) and U (R) (City equivalents). Sponsored by: Councilman Larry Brown

NEW BILLS - DISCUSSION

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

59. Bill No. 2005-8 - Annexation No. ANX-5586 - Property location: On the northeast corner of Ann Road and Balsam Street; Petitioned by: Regal Village, LLC; Acreage: 6.85 acres; Zoned: R-E (ROI to C-1) (County zoning), U (R) (ROI to C-1) (City equivalent). Sponsored by: Councilman Michael Mack

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

60. 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

61. ABEYANCE ITEM - Hearing to consider the appeal regarding the Nuisance/Litter Abatement Notice and Order to Comply regarding 5604 Emperor Way. PROPERTY OWNERS: BLUE WILLOW INTERESTS LLC - Ward 6 (Mack)
62. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building located at 1832 Lewis Avenue. PROPERTY OWNER: SAMUEL TAN - Ward 3 (Reese)
63. Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building located at 1836 Lewis Avenue. PROPERTY OWNER: ASSURED INVESTORS, INC - Ward 3 (Reese)
64. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 1321 S. Main Street. PROPERTY OWNER: RAQUEL MOLINA - Ward 1 (Moncrief)
65. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 608 Jackson Avenue. PROPERTY OWNER: UPTOWN DEVELOPMENT LLC, C/O TRADE CAPITAL CO - Ward 5 (Weekly)
66. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 620 Jackson Avenue. PROPERTY OWNER: UPTOWN DEVELOPMENT II LLC, C/O TRADE CAPITAL CO - Ward 5 (Weekly)
67. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 213 Harrison Avenue. PROPERTY OWNER: ROSIE LEE HALES - Ward 5 (Weekly)

PLANNING & DEVELOPMENT

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 - 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.

68. EOT-5844 - APPLICANT: PAGEANTRY COMMUNITIES - OWNER: NELLIS LAND COMPANY - Request for an Extension of Time of an approved Site Development Plan Review [Z-0041-02(1)] FOR A PROPOSED 9-LOT SINGLE-FAMILY DEVELOPMENT on 4.40 acres adjacent to the south side of Harris Avenue, east of the Marion Drive alignment (APN 140-29-801-001), R-PD2 (Residential Planned Development - 2 Units per Acre) Zone, Ward 3 (Reese). Staff recommends APPROVAL
69. EOT-5847 - APPLICANT: PAGEANTRY COMMUNITIES - OWNER: NELLIS LAND COMPANY - Request for an Extension of Time of an approved Rezoning (Z-0054-02) FROM: R-E (Residence Estates) TO: R-PD5 (Residential Planned Development - 5 Units per Acre) on 7.65 acres adjacent to the northeast corner of Bonanza Road and Marion Drive (APN 140-29-801-004), Ward 3 (Reese). Staff recommends APPROVAL
70. EOT-5848 - APPLICANT: PAGEANTRY COMMUNITIES - OWNER: NELLIS LAND COMPANY - Request for an Extension of Time of an approved Site Development Plan Review [Z-0054-02(1)] FOR A PROPOSED 37-LOT SINGLE-FAMILY DEVELOPMENT on 7.65 acres adjacent to the northeast corner of Bonanza Road and Marion Drive (APN 140-29-801-004), R-E (Residence Estates) Zone under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units per Acre), Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

71. ROC-6012 - APPLICANT: LPN ARCHITECT - OWNER: BRE/ ESA PROPERTIES, LLC - Request for a Review of Condition #2 of Special Use Permit (SUP-5457) FOR A RESIDENCE HOTEL at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends APPROVAL
72. RQR-5168 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required One Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
73. RQR-5787 - PUBLIC HEARING - APPLICANT/OWNER: C & C INVESTMENT CO. - Request for a Required One-Year Review of an approved Special Use Permit (SUP-3385) WHICH ALLOWED 40 PERCENT OF THE LOT AREA CONTAINING THE PRINCIPAL USE TO BE USED FOR OUTSIDE STORAGE on property located at 3505 East Charleston Boulevard (APN 140-31-401-033, 042, and a portion of 043), R-1 (Single-Family Residential), R-2 (Medium-Low Density Residential) and C-1 (Limited Commercial) Zones under Resolution of Intent to C-M (Commercial/Industrial), Ward 3 (Reese). Staff recommends APPROVAL
74. RQR-5171 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3900 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-1 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

75. RQR-5513 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: FLETCHER JONES SR TRUST & JR TRUST, ET AL - Required Four-Year Review of an approved Special Use Permit (U-0101-95) WHICH ALLOWED ONE 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD Interstate-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-401-004), M (Industrial) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
76. SUP-2848 - ABEYANCE ITEM - PUBLIC HEARING - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL
77. SUP-3394 - ABEYANCE ITEM - PUBLIC HEARING - 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
78. SUP-4532 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SAHARA MOHAWK, LIMITED LIABILITY COMPANY - 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 (BILLBOARD) SIGN at 5320 West Sahara Avenue (APN 163-01-804-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
79. SUP-4693 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: THOMAS J. OBATA - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) recommends DENIAL. Staff recommends APPROVAL
80. SUP-5582 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: IGLECIA DEL DIOS VIVO COLUMNA Y APOYO DE LA VERDAD "LA LUZ DEL MUNDO" - Request for a Special Use Permit FOR AN EXPANSION (PARKING LOT) OF AN EXISTING CHURCH/HOUSE OF WORSHIP at 2413 Cedar Avenue and 2412 East Mesquite Avenue (APN 139-35-513-031 through 034), R-1 (Single-Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
81. SDR-5583 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: IGLECIA DEL DIOS VIVO COLUMNA Y APOYO DE LA VERDAD "LA LUZ DEL MUNDO" - Request for a Site Development Plan Review FOR A PROPOSED EXPANSION OF AN EXISTING CHURCH/HOUSE OF WORSHIP AND PARKING LOT; AND A WAIVER OF PERIMETER LANDSCAPING STANDARDS at 2413 Cedar Avenue and 2412 East Mesquite Avenue (APN 139-35-513-031 through 034), R-1 (Single-Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

SET DATE

82. 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

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

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

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

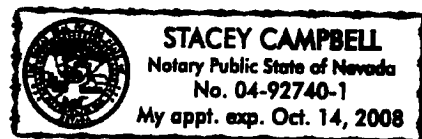
Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **27th** day of **January, 2005**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas, City Council Meeting** to be held on the **2nd day of February, 2005**, was deposited in the United States Mail, Postage prepaid, First Class 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

28th day of January, 2005
Stacey Campbell
NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF ELECTRONIC MAILING (email)

(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 **27th** day of **January, 2005**, 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 **2nd** day of **February, 2005**, was electronically mailed (emailed) 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

28TH day of January, 2005

Stacey Campbell
NOTARY PUBLIC in and for said County and State



 STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

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

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN (excused during the afternoon session until 1:08 p.m.), WEEKLY, MACK (excused during the afternoon session until 1:08 p.m.), WOLFSON, and TARKANIAN (seated after being sworn into office)

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

- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

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

(9:09 - 9:10)

1-1

- INVOCATION - REVEREND LINDA L. KELLY, ASSOCIATE PASTOR AT MOUNTAIN VIEW PRESBYTERIAN CHURCH

MINUTES:

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

(9:10- 9:12)

1-19

- PLEDGE OF ALLEGIANCE

MINUTES:

MAYOR GOODMAN led the audience in the Pledge.

(9:12 - 9:13)

1-92

MINUTES - Continued:

MAYOR GOODMAN administered the Oath of Office to COUNCILWOMAN LOIS TARKANIAN (Ward 1) who was elected in the January 25, 2005, Special Recall Election. She was presented with a Certificate of Election.

COUNCILWOMAN TARKANIAN thanked her family members, close friends, who came forward, and individuals that worked for her during the election for their support through this short campaigning process. She vowed to do the job she was elected to do and serve the public well.

(9:13 - 9:25)

1-120

RECESS: 9:25-9:37 A.M.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF FEBRUARY 2, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE CITIZEN OF THE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Citizen of the Month certificate for Daniel Marrero

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN REESE recognized DANIEL MARRERO as February's Citizen of the Month for apprehending a drunk driver that left the scene of an accident and turning him over to the police. COUNCILMAN REESE pointed out that JOHN McNULTY of Field Operations nominated MR. MARRERO.

MR. MARRERO thanked the City of Las Vegas for this recognition. He said that he only did what anybody else in this community would do when it comes to somebody's life.

(9:37/9:41 - 9:42)

1-451/1-583

CEREMONIAL BACKUP

RECOGNITION OF THE CITIZEN OF
THE MONTH



City of Las Vegas Citizen of the Month February 2005

Daniel Marrero

Shay Rose
City of Las Vegas
Commissioner of Public Works

Bob Berman
City of Las Vegas
Mayor

Joey Boun
City of Las Vegas
Commissioner of Public Works

James Webb
City of Las Vegas
Commissioner of Public Works

Just Moray
City of Las Vegas
Commissioner of Public Works

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE SENIOR CITIZEN OF THE QUARTER

BACKUP DOCUMENTATION:

Submitted at meeting: copy of face of Senior Citizen of the Quarter plaque for Sally MacEachern

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward JERRY KOSBAB, Chair of the Senior Citizens Advisory Board, to assist him in recognizing SALLY MacEACHERN as the Senior Citizen of the Quarter for her volunteering spirit and commitment to helping seniors in this community. She has enhanced the lives of many seniors and has made Las Vegas a better place to live for everyone.

MS. MacEACHERN expressed her appreciation. She indicated that she was brought up to believe that helping others is the right thing to do and that time is more valuable than money. Her father served in the U.S. Army for 33 years and retired as a colonel.

(9:37 - 9:41)

1-465

CEREMONIAL BACKUP

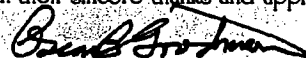
RECOGNITION OF THE SENIOR CITIZEN OF THE QUARTER



The Mayor and City Council in recognition of your outstanding community service
hereby present this award to

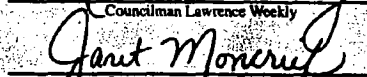
Sally MacEachern

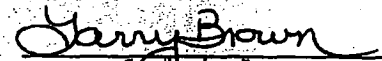
This the 2nd day of February two thousand and five
with their sincere thanks and appreciation.


Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Lawrence Weekly


Councilwoman Janet Moncrief


Councilman Larry Brown


Councilman Michael Mack


Councilman Steve Wolfson

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF BLACK HISTORY MONTH

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN WEEKLY noted that the 15th Amendment to the U.S. Constitution gave blacks the right to vote. Soon after, Black History Week was started, but it had to be extended to a month because of the many contributions by blacks, even though blacks celebrate black history every day. And, in conjunction with celebrating Black History Month, COUNCILMAN WEEKLY recognized several students from various schools who are making a contribution by doing well in school. These students would be sitting with the Council during the morning session.

(9:42 - 9:46)

1-626

MAYOR GOODMAN expressed his condolences to the friends and family of TONY ARMSTRONG, Mayor of Sparks, Nevada, who passed away unexpectedly. He served as Councilman on the Sparks City Council for 16 years and as Mayor for six years. He will be sorely missed.

(9:46 - 9:50)

1-773

Before moving on to the Redevelopment Agency meeting, MAYOR GOODMAN welcomed COUNCILWOMAN TARKANIAN and appreciated the service of COUNCILWOMAN MONCRIEF, who took her job very seriously and did her very best. He thanked COUNCILWOMAN MONCRIEF for being a part of this Council.

(10:55 - 10:56)

2-140

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

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

MOTION:

REESE - Motion to bring forward and Hold in ABEYANCE Item 39 to 2/16/2005 and STRIKE Items 41, 46, and 52 - UNANIMOUS with MACK not voting

MINUTES:

STACY RODD, Detective, Las Vegas Metropolitan Police Department, requested Item 42 not be stricken, as initially suggested.

(9:50 - 9:52)

1-902

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council Meeting of November 17, 2004 and the Special City Council Meeting of April 20, 2004

MOTION:

REESE - APPROVED by Reference - UNANIMOUS with MACK not voting

MINUTES:

There was no discussion.

(9:52 - 9:53)

1-971

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

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

Fiscal Impact:

☐	No Impact	Amount:	\$41,076,724.77
☒	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 01/01/05-01/15/05

Total Services and Material Checks: \$5,311,122.10

Total Payroll Checks: \$6,304,822.65

Total AP Wire Transfers: \$29,460,780.02

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

DEPUTY CITY MANAGER FRETWELL indicated that Item 25 should reflect Ward 2 not Ward 5.

(9:53 - 9:54)

1-986

City of Las Vegas

Summary of Cash Expenditures

For period of 1/1/05-1/15/05

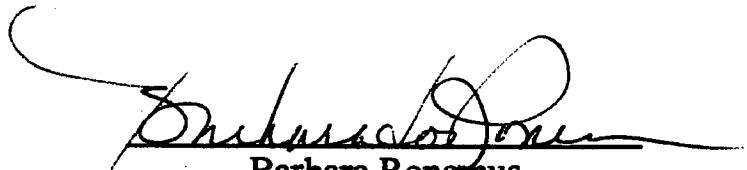
Total Services & Materials Checks :	\$5,311,122.10
Total Payroll Checks:	\$6,304,822.65
Total AP Wire Transfers:	\$29,460,780.02

Grand Total:	\$41,076,724.77

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



Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On FEBRUARY 2, 2005, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of renewal of the City's required letter of credit in the amount of \$10,507,107 for workers compensation claims and related commission fee of \$52,199.89 - Workers Compensation Internal Service Fund (ISF)

Fiscal Impact:

☐	No Impact	Amount:	\$52,199.89
☒	Budget Funds Available	Dept./Division:	Human Res./Insurance Services
☐	Augmentation Required	Funding Source:	Workers Compensation ISF

PURPOSE/BACKGROUND:

NRS616B.300(2) requires that "a self-insured employer must, in addition to establishing financial ability to pay workers compensation claims, deposit with the commission a bond executed by the employer as principal, payable to the State of Nevada." The City received a letter from the Office of the Commissioner of Insurance requiring no adjustment to the deposit amount.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Letter from State of Nevada dated December 14, 2004
2. Letter of Credit L/C No. NHS 242657

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

SYDNEY H. WICKLIFFE, C.P.A.
Director



**DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE**

**788 Fairview Drive, Suite 300
Carson City, Nevada 89701-5491
(775) 687-4270 • Fax (775) 687-3937
Internet Address: doi.state.nv.us
E-mail: insinfo@doi.state.nv.us**

December 14, 2004

Victoria J. Robinson MBA SPHR
Manager Insurance Services
City of Las Vegas
400 East Stewart Avenue
Las Vegas NV 89101-2986

Re: Security Deposit, Workers' Compensation Self-Insurance

Dear Ms. Robinson:

A review of the current Annual Claims Information Report for **CITY OF LAS VEGAS** indicates that their present security deposit of **\$10,508,000** is adequate for past, current and future workers' compensation claims liabilities. Based on the apparent compliance with GASB 10 and the full funding of claims reserves no adjustment in the deposit amount is warranted at this time.

If you have any questions regarding this matter, please contact me at (775) 687-4270 ext. 267.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol Piccolo".

Carol Piccolo
Management Analyst
Workers' Compensation
Self-Insurance Section

DEC17'04AM11:43RCVD

Operations Group
Northern California
One Front Street, 21st Floor
San Francisco, CA 94111

DEBIT INVOICE

DATE: 1/6/05
OUR L/C NO. NHS 242675

MAIL TO:

CITY OF LAS VEGAS
CITY HALL
400 EAST STEWART
LAS VEGAS, NV 89101

BENEFICIARY: STATE OF NEVADA DEPT OF INSURANCE CAPITAL COMPLEX

AMOUNT REPRESENTS STANDBY PERIODIC COMMISSION TO BE COLLECTED
USD 10,507,107.00
IN ADVANCE ON -----
FROM 12/22/2004 THROUGH 12/21/2005 FOR 365 DAYS AT 0.49% P.A.
BASE ON 360 BASIS PER LITA EVANS.

TOTAL: USD52,199.89
=====

WE ARE REQUESTING PAYMENT FOR THE TOTAL AMOUNT.

PLEASE CONTACT OUR HELP LINE BY PHONE AT 800-798-2815 OR
BY FAX AT (415) 284-9453 REGARDING ANY INQUIRIES.

CC: NV GOVERNMENT SERVICES (ATTN: LITA M EVANS)
MAC: 84753-01A
AU: 7119

PC

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Jesus Vargas / Susana Gonzalez, Location: East Las Vegas Community Center, 250 North Eastern Avenue, Date: February 12, 2005, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Eddie R. Ybarra - Ward 3 (Reese)

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Business Name for a Tavern License subject to Health Dept. regulations, From: Omar, Inc., dba Scoreboard Lounge, Akram A. El-Khechen, Dir, Pres, Secy, Treas, 100%, To: SJ Ventures, LLC, dba Vic's, 2400 South Jones Boulevard, Suite 6, Victor G. Hill, Mgr, Mmbr, 100% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership and Business Name for a Tavern License.

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, Kopper Keg North, Inc., dba Kopper Keg North, 8725 West Deer Springs Way, Gary R. Zornes, Pres, 40%, Jon T. Dulaney, Dir, Secy, Treas, Joanne L. K. Zornes, 25%, Jon T. Dulaney Gaming Trust, 35%, Jon T. Dulaney, Trustee - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Jonathan's, Inc., Peter J. Mandas, Dir, Pres, Peter M. Mandas, Secy, Treas, Peter J. Mandas Trust, 100%, Peter J. Mandas, Co-Trustee, Peter M. Mandas, Co-Trustee, Linda L. Mandas, Co-Trustee, To: S & S Sports, LLC, dba Hammerhead's Bar & Grill, 5310 West Sahara Avenue, Suite D, Sharon E. Bremer, Mmbr, Mgr, 100% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Nellis & Washington, LLC, dba Express Mart, Bernie A. Chippoletti and Beverly Ann Chippoletti Family Trust, Mmbr, 50%, Bernie A. Chippoletti, Co-Trustee, Beneficiary and Beverly A. Chippoletti, Co-Trustee, Beneficiary, 100% jointly as husband and wife, Schnippel Family Trust, Mmbr, 50%, Mark A. Schnippel, Co-Trustee, Beneficiary and Jacqueline R. Schnippel, Co-Trustee, Beneficiary, 100% jointly as husband and wife, To: Retail Management Services, Inc., dba Express Mart, 5075 East Washington Avenue, Harsh S. Sidhu, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, The Slanted Clam, LLC, dba The Slanted Clam, 3713 West Sahara Avenue, Let's Eat Gaming Group, Inc., Mmbr, 50%, Mark J. DiMartino, Dir, Pres, Secy, Treas, 100%, Amy O, LLC, Mmbr, 50%, Barry J. Fieldman, Mgr, 100% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS**
with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

THE SLANTED CLAM

VA

PARKING

AU

MINI-MART

3850

MINI MART

3651

STORE SHOPS

2558-
2562

LEY VIEW BLVD

400' Radius

SAN BERNARDINO AVE

EL CONLON AVE

0 70 140 Feet

10



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, Golden Route Operations, LLC, db at Zingers, 1000 East Sahara Avenue, 105 - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - UNANIMOUS with MACK not voting

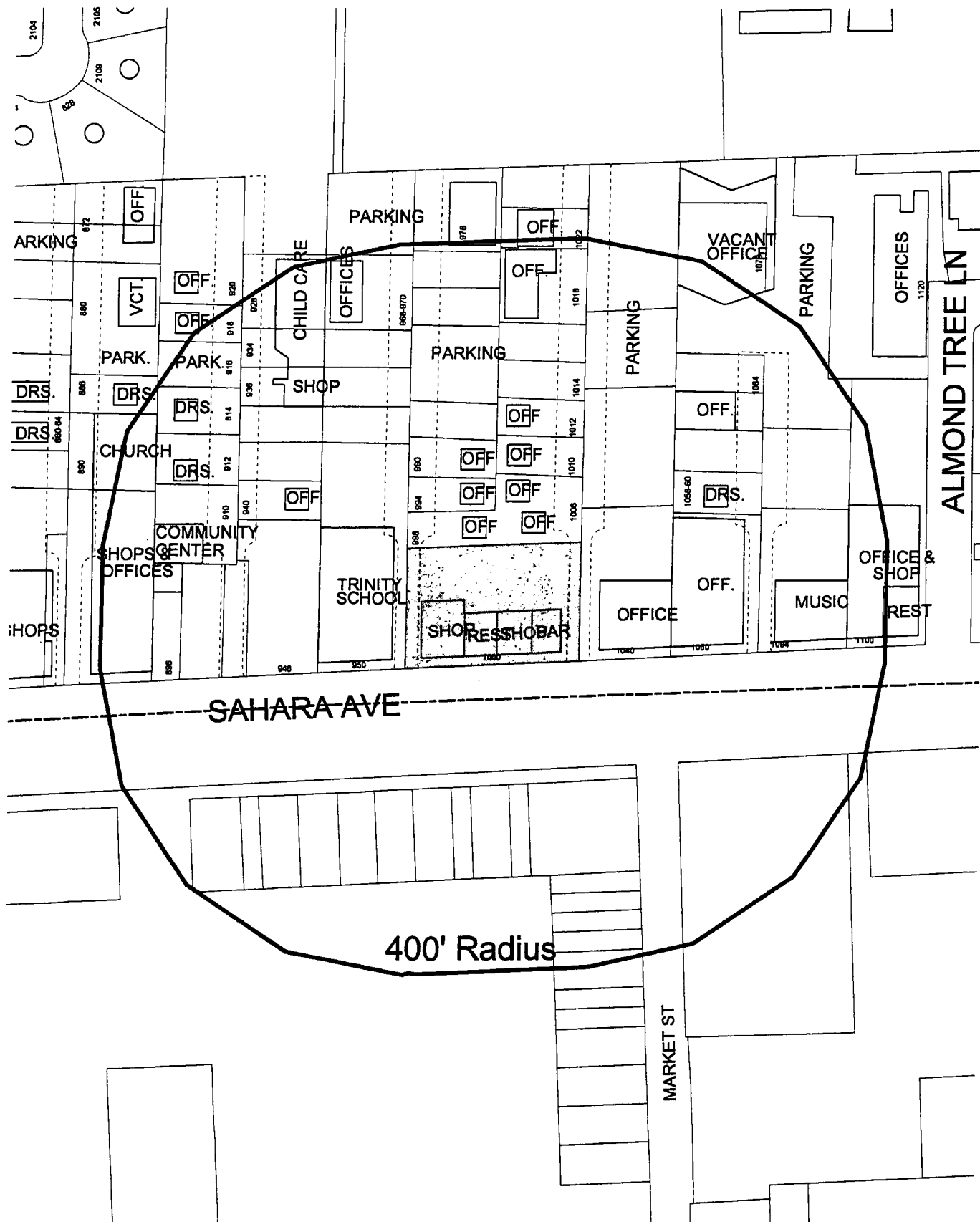
MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

UNITED COIN db at ZINGERS



0 80 160 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Vic's, 2400 South Jones Boulevard, Suite 6 - Ward 1 (Moncrief)

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS**
with MACK not voting

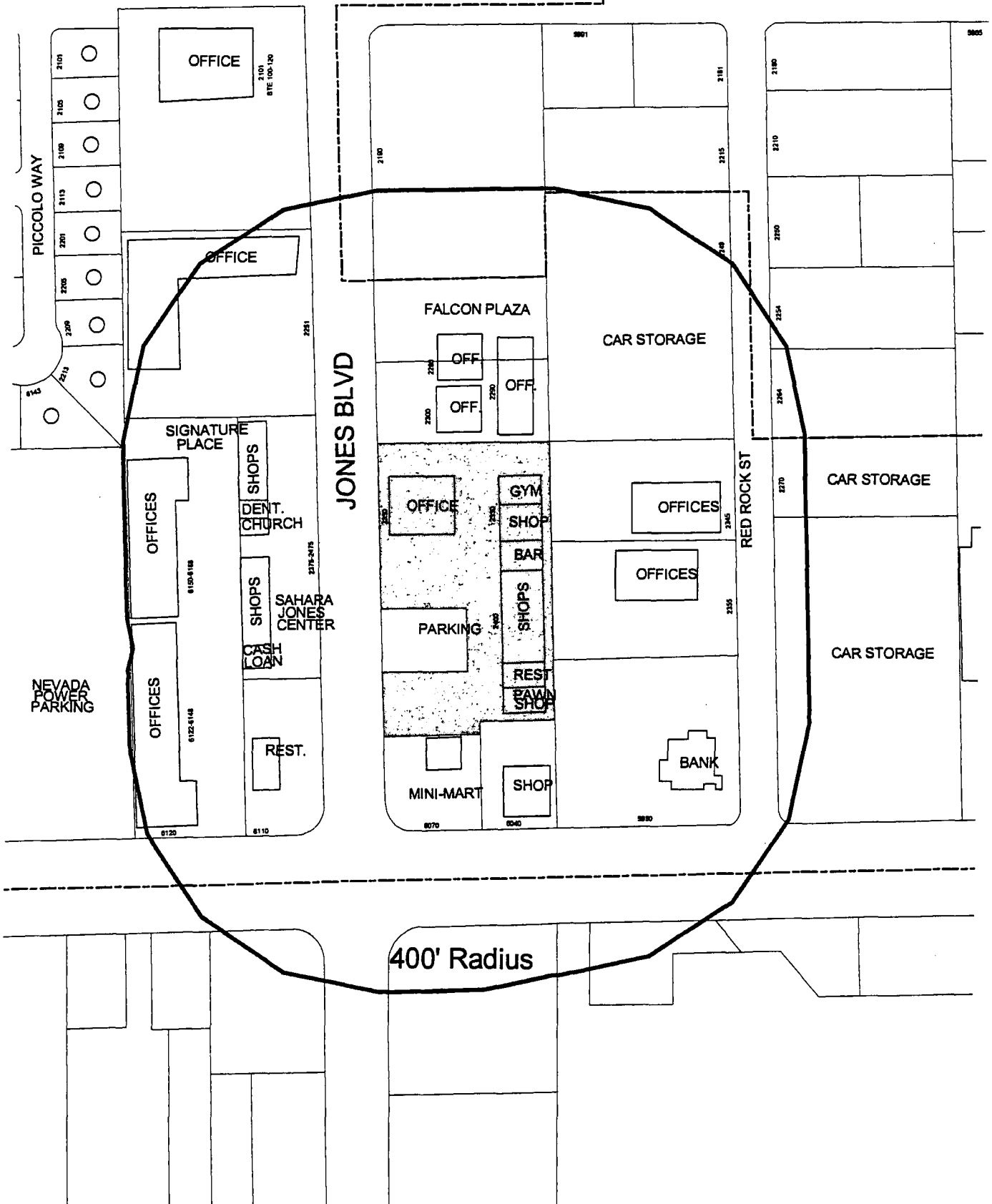
MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

UNITED COIN db at VIC'S



0 100 200 Feet

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to Participate in Revenue for a Restricted Gaming License for 6 slots subject to approval by the Nevada Gaming Commission, United Coin Machine Co., db at 7-Eleven Food Store 22416F, 901 North Rancho Drive, Jatinder K. Singh, Franchise Mgr, Participant in Gaming Revenue, Veena Singh, Franchise Mgr, Participant in Gaming Revenue - Ward 5 (Weekly)

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

Approval to Participate in Revenue for a Restricted Gaming License for 6 slots.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS**
with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Indirect Transfer of Control of Franchise Agreement for Ambulance Services with Mercy, Inc. ("Mercy"), a Nevada corporation, dba American Medical Response - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Indirect Transfer of Control of Franchise Agreement for Ambulance Services.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Certificate of Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 2, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Approval of Indirect Transfer of Control of Franchise Agreement for Ambulance Services with Mercy, Inc. ("Mercy"), a Nevada corporation, dba American Medical Response

In 2000, the City Council approved a Franchise Agreement for Ambulance Services with Mercy, which is effective through September 2005. Pursuant to Section 16 of the Franchise Agreement and LVMC 6.08.030 and 6.08.270, any direct or indirect transfer of ownership or control of an ambulance franchise must be approved by the City Council.

When Mercy's franchise was approved, the chain of control for Mercy was as follows: Mercy was a wholly owned subsidiary of Laidlaw Medical Transportation, Inc, which was a wholly owned subsidiary of American Medical Response, Inc. ("AMR"), which was a wholly owned subsidiary of Laidlaw Medical Holdings, Inc., which was a wholly owned subsidiary of Laidlaw International, Inc. (a publicly traded company).

As a part of a proposed sale of assets, Mercy will remain a wholly owned subsidiary of AMR, through its subsidiary (Laidlaw Medical Transportation, Inc.). However, a transfer of control of Mercy will take place for franchise purposes, because all of the stock of AMR that was previously controlled by Laidlaw International, Inc. – and, hence, indirect control over Mercy's Franchise Agreement – will be sold to Emergency Medical Services L.P., which is 98% owned by Onex Partners L.P., a private, New York-based investment firm. Emergency Medical Services L.P. will then establish a new holding company, AMR HoldCo, Inc., for purposes of holding the capital stock of AMR.

Mercy will continue to operate under the same general management (including the same local management), under the same name, and from the same location. All of Mercy's contractual obligations, including insurance, indemnification, bonding and franchise-fee requirements, will remain the same. Mercy and AMR represent that there will be no impairment of Mercy's ability to perform the services required by the Franchise Agreement as a result of the proposed purchase of stock by Onex Partners L.P.

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolution 19-99 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: Mercy, Inc.,
DBA, American Medical Response
Address: 1200 S. Martin Luther King
Blvd., Las Vegas, NV 89102
Telephone: (702) 671-6902

EIN or DUNS RFP# 88-0125707

Block 2 Description

Subject Matter of Contract/Agreement

Sale of Parent Company Outstanding Stock

RFP#

Block 3

Type of Business

☐ Individual

☐ Partnership

☐ Limited Liability Company

☒ Corporation

☐ Trust

☐ Other:

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

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Laidlaw Medical Transportation, Inc., a Delaware Corporation	6200 South Syracuse Way Greenwood Village, CO 80111	(303) 495-1200
2.	American Medical Response, Inc., a Delaware Corporation	6200 South Syracuse Way Greenwood Village, CO 80111	(303) 495-1200
3.	AMR HoldCo, Inc., a Delaware Corporation	6200 South Syracuse Way Greenwood Village, CO 80111	(303) 495-1200
4.	Emergency Medical Services LP, a Delaware Limited Partnership	712 Fifth Avenue, New York, New York	Lynn Fisher @ Kaye Scholer (212) 836-8685

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

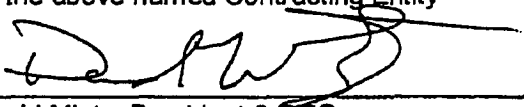
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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

State of California)
) ss.
 County of Los Angeles)


 David Mintz, President & CEO

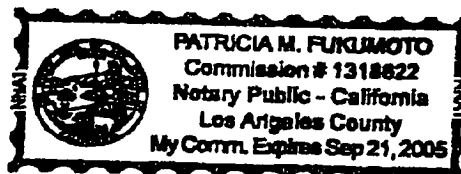
January 19, 2005
 Date

Subscribed and sworn to before me this 19th day of

January 2005.



Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Use Agreement No. 050522 authorizing use of the State of Nevada Contract Number 6849, Vehicle Fleet Pricing Agreement - Department of Field Operations - Award to: CHAMPION CHEVROLET - (Estimated Annual Amount of \$1,900,000 - Automotive Services Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$1,900,000.00
☒ Budget Funds Available	Dept./Division:	Field Operations
☐ Augmentation Required	Funding Source:	Automotive Services ISF

PURPOSE/BACKGROUND:

This agreement will allow the City to use the State of Nevada's contract for the immediate purchase of twenty SUV's, 12 trucks, 3 sedans, and 2 vans including an open end provision to purchase additional 2005 model year vehicles as the need arises. The amount reflects the City's total estimated annual usage for these classes of vehicles. The units being purchased represent replacements and additions to the City's fleet. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of the State of Nevada.

PCC: T. Maino

POC: Ziggy Terelak - (775) 786-3111 ext. 275

RECOMMENDATION:

That the City Council approve Use Agreement No. 050522 authorizing use of the State of Nevada Contract Number 6849, Vehicle Fleet Price Agreement to Champion Chevrolet in the estimated annual amount of \$1,900,000. Authority to execute agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Use Agreement No. 050524 authorizing use of the State of Nevada Contract Number 6850, Police Vehicle Pricing Agreement - Department of Field Operations - Award to: DELONG FORD MERCURY - (Estimated Annual Amount of \$272,760 - Automotive Services Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$272,760.00
☒ Budget Funds Available	Dept./Division:	Field Operations
☐ Augmentation Required	Funding Source:	Automotive Services ISF

PURPOSE/BACKGROUND:

This agreement will allow the City to use the State of Nevada's contract for the immediate purchase of seven police vehicles including an open end provision to purchase additional 2005 model year police vehicles as the need arises. These units are replacements and additions to the City's fleet of police vehicles and will be used by the Detention & Enforcement staff. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of the State of Nevada.

PCC: T. Maino

POC: Jason Blatzheim - (775) 623-5001

RECOMMENDATION:

That the City Council approve Use Agreement No. 050524 authorizing use of the State of Nevada Contract Number 6850, Police Vehicle Price Agreement to Delong Ford Mercury in the estimated annual amount of \$272,760. Authority to execute agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - UNANIMOUS with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

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

Approval of Use Agreement No. 050523 authorizing use of the State of Nevada Contract Number 6848, Alternative Fuel Vehicle Pricing Agreements - Department of Field Operations - Award to: DESERT HONDA OF LAS VEGAS - (Estimated Annual Amount of \$212,650 - Automotive Services Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$212,650.00
☒ Budget Funds Available	Dept./Division:	Field Operations
☐ Augmentation Required	Funding Source:	Automotive Services ISF

PURPOSE/BACKGROUND:

This agreement will allow the City to use the State of Nevada's contract for the immediate purchase of two alternative fuel vehicles including an open-end provision to purchase additional 2005 model year alternative fuel vehicles as the need arise. The units being purchased are additions to the City's fleet of existing alternative fuel vehicles. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of the State of Nevada.

PCC: T. Maino

POC: Al Cashon - (702) 369-3099

RECOMMENDATION:

That the City Council approve Use Agreement 050523 authorizing use of the State of Nevada Contract Number 6848, Alternative Fuel Vehicle Pricing Agreements to Desert Honda of Las Vegas in the estimated annual amount of \$212,650. Authority to execute agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of issuance of Purchase Order for software upgrade to leased CS7100 Mainframe Computer - Department of Information Technologies - Award recommended to: UNISYS CORPORATION (\$205,847 - Computer Services Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$205,847.00
☒ Budget Funds Available	Dept./Division:	Information Technologies
☐ Augmentation Required	Funding Source:	Computer Services ISF

PURPOSE/BACKGROUND:

City Council pre-approved the lease of two Unisys Mainframe Computers on April 18, 2001 in the total estimated amount of \$1,800,000. On July 3, 2002, the City Council approved augmenting the lease to upgrade the CS7100 Mainframe Computer in the amount of \$322,226. The City needs the software upgrade for a longer period than originally anticipated, requiring an additional \$205,847 through May 30, 2006. This item is exempt from competitive bidding pursuant to NRS 332.115.1(h), software for computers.

PCC: D. Kaplan

POC: Peggy Slattery - (775) 827-6348

RECOMMENDATION:

That City Council approve issuance of a Purchase Order to Unisys Corporation for software upgrade to the CS7100 Mainframe Computer through May 30, 2006 in the amount of \$205,847 for a revised total of \$2,328,073.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - UNANIMOUS with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Modification No. 2 to Master Software Agreement No. 040013 for RedDot Software Professional Services - Department of Information Technologies - Award recommended to REDDOT SOLUTIONS CORPORATION - (\$50,000 - Computer Services Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$50,000.00
☒ Budget Funds Available	Dept./Division:	Information Technologies
☐ Augmentation Required	Funding Source:	Computer Services ISF

PURPOSE/BACKGROUND:

City Council approved award of a Master Software Agreement on July 18, 2001 in the amount of \$94,800 with options to purchase additional software and annual software maintenance in annual amounts not to exceed \$25,000 per year. Modification No. 1 was issued in accordance with R-88-2004 in the amount of \$12,000 for professional services. Modification No. 2 increases the scope of work to train City staff responsible for updating and managing the web site, provide project management consulting, and implement the template changes. This item is exempt from competitive bidding pursuant to NRS 332.115.1(b), professional services.

PCC: D. Kaplan

POC: Larry Ruth - (630) 539-4378

RECOMMENDATION:

That City Council approve Modification No. 2 to Master Software Agreement No. 040013 for Professional Services to increase the contract amount by \$50,000 through April 30, 2005. Authority to execute the modification is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate-Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity RED DOT Solutions Corp. Name 1 Bayberry Plaza, NEW YORK, NY 10004 Address 212-425-3988 Telephone EIN or DUNS 13-403-4474	Block 2 Description Subject Matter of Contract/Agreement RedDot Consulting Services RFP#
Block 3 Type of Business ☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	B	SIN	PHONE
1.	RED DOT SOLUTIONS AG	Industriestr. 11, OLOMBURG	GERMAN	(49)	441-935780
2.	Niels Metzger CEO	"	(4)	44	- 935780
3.	Anke Metzger VP OP	"	(49)	44	- 935780
4.	Si Corporation	"	(49)	44	- 935780
5.	Viewpoint LLP	"	(49)	441	- 935780
6.	Gerhard Schmidt	"	(49)	441	- 935780
7.					
8.					
9.					
10.					

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

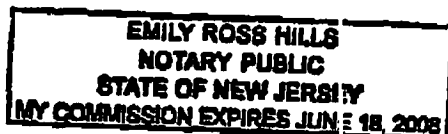
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

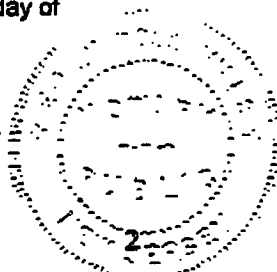
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



Name _____
 1/20/05
 Date _____

Subscribed and sworn to before me this 20 day of

January, 2005
Emily Ross Hills
 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

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

Approval of Use Agreement No. 050526 authorizing use of the State of Nevada Request for Proposal Number 04-04 for Long Distance Telephone Service - Department of Information Technologies - Award recommended to: SPRINT COMMUNICATIONS, COMPANY, L.P. - (Estimated Annual Amount of \$30,000 - Communications Internal Service Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$30,000.00
☒	Budget Funds Available	Dept./Division:	Information Technologies
☐	Augmentation Required	Funding Source:	Communications ISF

PURPOSE/BACKGROUND:

On December 7, 2004, the State of Nevada approved the award of RFP #04-04 for an annual requirements contract for Long Distance Telephone Service for the period from date of award through December 31, 2006. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of the State of Nevada.

PCC: G. Leaf

POC: Jackie Lucky - (800) 488-1916

RECOMMENDATION:

That the City Council approve Use Agreement No. 050526 authorizing use of the State of Nevada RFP #04-04 for and annual requirements contract for long distance telephone service from date of award through December 31, 2006, in the estimated annual amount of \$30,000. Authority to execute the Use Agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of authorization to use the Western States Contracting Alliance Master Price Agreement #A63307 for Dell Computers and Servers - Department of Information Technologies - Award recommended to: DELL MARKETING L.P. - (Estimated Annual Amount of \$2,500,000 - Computer Services Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$2,500,000.00
☒ Budget Funds Available	Dept./Division:	Information Technologies
☐ Augmentation Required	Funding Source:	Computer Services ISF

PURPOSE/BACKGROUND:

This requirement will provide for the purchase of Dell computers, laptops and servers for the period from date of award through August 31, 2007 with two (2) additional one-year renewal options. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of other local government.

PCC: G. Leaf

POC: Teresa Gerrard - (800) 981-3355

RECOMMENDATION:

That the City Council approve the authorization to use the Western States Contracting Alliance Master Price Agreement #A63307 for Dell Computers and Servers from date of award through August 31, 2007 with two (2) additional one - year renewal options, for the estimated annual amount of \$2,500,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS**
with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID WASHINGTON

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a license agreement between Centerline Holdings, LLC (Station Casinos) and the City of Las Vegas for Las Vegas Fire & Rescue to conduct high-angle technical rope rescue training at the old Castaways Hotel and Casino property located at 2800 East Fremont Street - Ward 3 (Reese)

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

This agreement would allow our special operations teams to conduct high-angle technical rope rescue training exercises at the old Castaways Hotel and Casino located at 2800 East Fremont Street.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

License Agreement

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS**
with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into this 2ND day of February, 2005 (the "Effective Date"), by and between **CENTERLINE HOLDINGS, LLC**, a Nevada limited liability company ("Owner"), and the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("Licensee").

RECITALS

A. Owner owns or leases certain real property located at 2800 East Fremont Street, Las Vegas, Nevada 89104 (the "Property").

B. Licensee's Fire and Rescue Department desires to make temporary use of the Property for certain purposes as described herein.

C. Owner is willing to allow Licensee's Fire and Rescue Department to enter upon and use the Property subject to all of the terms and conditions of this Agreement.

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

AGREEMENT

1. **License.** Owner agrees to permit Licensee to temporarily use the Property on a non-exclusive basis, in common with Owner, and Licensee accepts the right so to use the Property, upon and subject to the terms and conditions hereinafter set forth. It is hereby agreed and understood that this Agreement creates merely a license to use the Property and that no right, title, estate or interest in or to the Property is granted to or vested in or intended to be granted to or vested in Licensee by virtue of this Agreement. Licensee acknowledges that all use of the Property by Licensee shall be pursuant to this Agreement and that Licensee shall not, by such use, acquire any rights in or to the Property by prescription, adverse possession or otherwise.

2. **Term.** The term (the "Term") of this Agreement shall commence on the Effective Date and shall continue thereafter until termination. Either party may terminate this Agreement for any or no reason upon three (3) days' written notice to the other party.

3. **Use of Property.** Licensee's Fire and Rescue Department shall use the Property for the purposes of conducting technical rope rescue training and exercises (the "Purpose"). Licensee and such Fire and Rescue Department shall not use the Property for any other purpose whatsoever without the prior written consent of Owner. Licensee agrees to use its best efforts to provide Owner with as much notice as possible as to the dates and times that it will use the Property and the parties agree that Owner has the right to restrict entry for a specific access date and/or time in the event that the date and/or time proposed by Licensee is not agreeable to Owner. Licensee shall comply with all governmental rules, regulations, ordinances, statutes and

laws, and all covenants, conditions and restrictions pertaining to the Property or Licensee's use thereof.

4. **Maintenance of the Property.** Licensee shall keep and maintain the Property in good order, condition and repair (including any such replacement and restoration required for that purpose), and shall surrender the Property at the expiration of the Term in the same condition that the Property was in prior to the entry by Licensee onto the Property. Licensee shall provide all precautions for the safety and protection of persons and property, including adequate security and traffic controls. Licensee represents, warrants and agrees that it will not use the Property in a manner that will in any way harm or create risk of harm to the building or its contents.

5. **Improvements.** Licensee shall not make any alterations, improvements or changes, or install any fixtures, signs, billboards or other improvements in, upon or to the Property without the prior written consent of Owner.

6. **Insurance.** Licensee hereby represents and agrees that the Licensee is self-insured for worker's compensation and general liability. Prior to entering upon the Property, Licensee shall deliver a City of Las Vegas self-insurance certificate.

7. **Indemnification.** Subject to the limitations of liability set forth in NRS 41.035, Licensee shall indemnify, protect, hold harmless and, in Owner's sole discretion, defend Owner and Owner's parent corporation, Station Casinos, Inc., and their respective members, managers, directors, officers, owners, partners, employees, agents, attorneys and affiliates and their successors and assigns from and against any and all claims, demands, losses, liens, costs, liabilities, fines and expenses (including reasonable attorneys' fees and court costs) damage to or destruction of property, and death of or injury to any person caused by, arising out of or resulting from any such exercise of rights granted hereunder or otherwise related to conduct or activity by Licensee on the Property (such exercise, performance, activity or conduct being collectively referred to herein as the "Indemnity Matters"), or arising out of any claim made regarding such Licensee's failure to comply with this Agreement, or any damage caused by such Licensee to the Property in connection with any Indemnity Matter. Owner provides no representation or warranty as to the condition of the building, including any known or unknown, patent and/or latent defects, and affirmatively disclaims any responsibility for any death or injury that arises out of the activities being conducted by Licensee on the property.

8. **Assignment.** Licensee shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of Owner, which consent shall be withheld or delayed for any or no reason. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

9. **Owner's Right of Entry.** Owner and its authorized agents and representatives may enter the Property at any time for any reasonable purpose. Owner may post and/or record notices of non-responsibility with respect to the actions of Licensee upon the Property.

10. **Governing Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

11. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

“OWNER”

Centerline Holdings, LLC,
a Nevada limited liability company

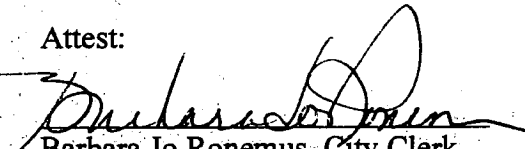
By: 
Name: Glenn C. Christenson
Title: Senior Vice-President / Treasurer

“LICENSEE”

City of Las Vegas, a municipal
corporation of the State of Nevada

By: 
Name: Oscar B. Goodman
Title: Mayor

Attest:


Barbara Jo Ronemus, City Clerk

Approved as to form:

 1/10/05
Deputy City Attorney Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to create one regular full time Redevelopment Officer position in the Office of Business Development Department to expedite new development and business expansion projects (\$113,200 - Redevelopment Agency Special Revenue Fund) - All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$113,200.00
☒ Budget Funds Available	Dept./Division:	Bus Dev/Redev Agency
☐ Augmentation Required	Funding Source:	Redev Agency SRF

PURPOSE/BACKGROUND:

The Office of Business Development requests a new Redevelopment Officer position. This position is urgently needed to expedite new development and business expansion projects, particularly in the Redevelopment area; facilitate problem resolution for projects in process with an emphasis on those projects that may have potential for delay; and provide redevelopment and economic development services. This position will also be the coordinator for the World Market Concierge Program and Council referrals

RECOMMENDATION:

Approve the creation of one regular full time Redevelopment Officer position with the Office of Business Development Department.

BACKUP DOCUMENTATION:

Employee/Position Request (EPR)

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

City of Las Vegas
Human Resources Employee/Position Request (EPR)

Action #

Department: Office of Business Development
Division: Redevelopment
Contact Person: Scott D. Adams
Contact Phone Ext: x2474

Date Initiated: 1/05/05
Effective Date:
Council Target Agenda Date: 02/02/05
Employee Name:
Employee Phone Ext:
Position Requests: Create Regular Position

Employee Requests: Hire

DEPARTMENT DIRECTOR APPROVED: YES ☒ NO ☐

JUSTIFICATION SUBMITTED: N/A ☐ YES ☐ NO ☒

If other was selected, explain here:

Current (For Dept. Use)

Position #: Location: 400 Stewart Ave. Supervisor: Scott Adams
Job Title: Redevelopment Officer Position Name (if under/over-filled):
Grade: AP.7 Grade:
Position Type: Regular Scheduled Hours per Week: 40
Position Status: Straight Fill Duration:
Costing Org.: 60610 Funding Source: Special Revenue Function: General Government

Proposed (For Dept. Use)

Position #: Location: 400 Stewart Ave. Supervisor: Scott Adams
Job Title: Redevelopment Officer Position Name (if under/over-filled):
Grade: AP.7 Grade:
Position Type: Regular Scheduled Hours per Week: 40
Position Status: Straight Fill Duration:
Costing Org.: 60610 Funding Source: Special Revenue Function: General Government

Department Justification

Explain why this request is needed. Include projected impact to programs, customer service levels and citizens.

The Office of Business Development requests a new position, Redevelopment Officer to be added to the department. This person will be responsible for proactive fast tracking of new development and business expansion projects; problem and issue resolution for projects in process; proactive contact with all key projects planned for discussion of approvals process with emphasis on areas with potential for delay; and City Council referrals.

Job Analysis requested: No

Human Resources Information

Finance & Business Services Information

Estimated fiscal impact of salary plus benefits:

Current Fiscal Year		Annualized*		Current Fiscal Year Budget	
Salary Base	\$	Salary Base	\$	Salary Base	\$
Benefits		Benefits		Benefits	
TOTAL	\$	TOTAL	\$	TOTAL	\$

Finance Notes:

New position #, if applicable:

Budget Augmentation: ☐ Budget Augmentation requires Council approval.

Analyst: Date:

Calculated by: Date:

Manager: Date:

Entered by: Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less; Acting Pay, Flex Promotions, and Hourly positions; Human Resources Director or designee signature required.
- ☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
- ☐ Annualized fiscal impact is over \$25,000: **City Council approval IS required.** Human Resources will place on next available agenda; the requesting department director must attend the Council meeting to respond to questions.
- ☐ Annualized fiscal impact is over \$25,000; **City Council approval MAY be required.**
- ☐ Annualized fiscal impact is over \$25,000; **City Council approval is NOT required.**

Authorized Signature

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to create one regular full time Legal Technician II position for the office of the City Attorney (\$61,000 - General Fund) - All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$61,000.00
☒ Budget Funds Available	Dept./Division:	City Attorney / Criminal Division
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The Office of the City Attorney has experienced a dramatic increase in case submissions during the past two years. As a result of this increase, the office needs to create a new position to keep up with the increase in submissions. If this request is approved, it will be filled by a Legal Technician who is currently underfilling a Legal Secretary position. This office will then hire another Legal Secretary to process case submissions. The fiscal impact for the remainder of FY05 will be approximately \$19,000

RECOMMENDATION:

Approve the creation of one regular full time Legal Technician II position.

BACKUP DOCUMENTATION:

Employee/Position Request

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

City of Las Vegas
Human Resources Employee/Position Request (EPR)

Action #

Department: CITY ATTORNEY
Division: CRIMINAL
Contact Person: Beth DiFiore
Contact Phone Ext: 2151

Date Initiated: 1/20/05
Effective Date: 2/15/05
Council Target Agenda Date: 2/5/05
Employee Name:
Employee Phone Ext:
Position Requests: Create Regular Position

Employee Requests: Not Applicable

DEPARTMENT DIRECTOR APPROVED: YES ☒ NO ☐ JUSTIFICATION SUBMITTED: N/A ☒ YES ☐ NO ☐

If other was selected, explain here:

Current (For Dept. Use)

Position #: Location: Supervisor:
Job Title: Position Name (if under/over-filled):
Grade: Grade:
Position Type: Regular Scheduled Hours per Week:
Position Status: Straight Fill Duration:
Costing Org.: Funding Source: General Fund Function: General Government

Proposed (For Dept. Use)

Position #: NEW Location: CA-CRM Supervisor: Beth DiFiore
Job Title: LEGAL TECHNICIAN I Position Name (if under/over-filled):
Grade: CEA 25 Grade:
Position Type: Regular Scheduled Hours per Week: 40
Position Status: Straight Fill Duration:
Costing Org.: 03301 Funding Source: General Fund Function: General Government

Department Justification

Explain why this request is needed. Include projected impact to programs, customer service levels and citizens.

A Legal Technician I/II position created to re-assign a currently occupied under-filled Legal Secretary position (SEQ# 01013). Originally, it was elected to under-fill the Legal Secretary position to address and facilitate the immediate need and necessary to prepare and process trial subpoenas on a timely basis due to volume and short setting periods of Trials, as well as, increasing new case intake, data entry requirements and shortened processing time incurred due to changes implemented by the Las Vegas Municipal Court. The need and necessity of properly filling the Legal Secretary position (SEQ# 01013) has become critical to meet the daily requirements and the primary goal of facilitating the effective and timely prosecution of cases, and thereby, promote victim personal safety, public safety, address "quality of life issues" and criminal accountability.

Job Analysis requested: No

Human Resources Information

Finance & Business Services Information

Estimated fiscal impact of salary plus benefits:

Current Fiscal Year		Annualized*		Current Fiscal Year Budget	
Salary Base	\$	Salary Base	\$	Salary Base	\$
Benefits		Benefits		Benefits	
TOTAL	\$	TOTAL	\$	TOTAL	\$

Finance Notes:

New position #, if applicable:

Budget Augmentation: ☐ Budget Augmentation requires Council approval.

Analyst: Date:

Calculated by: Date:

Manager: Date:

Entered by: Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less; Acting Pay, Flex Promotions, and Hourly positions; Human Resources Director or designee signature required.
- ☐ Annualized fiscal impact is \$5,000.01 to \$25,000: City Manager or Deputy City Manager signature required.
- ☐ Annualized fiscal impact is over \$25,000: **City Council approval IS required.** Human Resources will place on next available agenda; the requesting department director must attend the Council meeting to respond to questions.
- ☐ Annualized fiscal impact is over \$25,000; City Council approval **MAY** be required.

☐ Annualized fiscal impact is over \$25,000; City Council approval is **NOT** required.

Authorized Signature

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to reprogram \$87,542 in Home Investment Partnership and/or Low Income Housing Trust Funds (HOME/LIHTF) from various sources to the Affordable Housing Resource Council to support development of an assisted living facility to serve low income seniors to be located at 8220 Silver Sky Drive for an aggregate total of \$1,087,542 - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$87,542.00
☒ Budget Funds Available	Dept./Division:	Neigh. Svcs./Neigh. Devel.
☐ Augmentation Required	Funding Source:	HOME/LIHTF

PURPOSE/BACKGROUND:

Affordable Housing Resource Council has requested an additional \$87,542 in HOME/LIHTF due to the increase in cost of construction to build this 90 unit low-income assisted living facility for seniors. Eleven (11) of the 90 units will be designated as HOME/LIHTF units - 10 one bedroom and 1 two bedroom units.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. January 18, 2005 letter from Affordable Housing Resource Council
2. Submitted after the meeting: Funding Agreement

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - UNANIMOUS with MACK not voting

MINUTES:

Under Item 3, DEPUTY CITY MANAGER FRETWELL indicated that Item 25 should reflect Ward 2 not Ward 5.

(9:53 - 9:54)

1-986

AHRC AFFORDABLE
HOUSING
RESOURCE
COUNCIL

January 18, 2005

Ms. Sue Prescott
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Silver Sky Assisted Living

Dear Sue,

Per our discussion, Affordable Housing Resources Council is seeking to increase its initial HOME funding to the new HUD 221 (d3) limits for the 11 HOME units which equates to an additional \$87,542. We understand that additional increases are subject to council approval and we hereby request that the appeal for additional funding be placed on the February 8th Council Agenda for consideration.

Attached is a comparison of the initial 2003 development budget to the current development budget. As you can see, the cost of construction has dramatically increased over the past year and the additional HOME funds would be extremely helpful.

And finally, please note that all the costs have been allocated to specific soft costs, therefore, the need to contract with a voucher control company is not necessary. If you have any questions regarding the attached information, please feel free to contact David Ennis at 617-367-4300.

Sincerely,



Jonnie Pullman

Board of Trustees

Ernie Nielsen
President

Cloyd Phillips
Vice President

Bob Rusk
Secretary

Jeff Ostomel
Treasurer

Steve Alastuey
David Morton
Bob Nielsen
George Summerhill

Jonnie Pullman
Executive Director

Silver Sky Assisted Living Residence
Las Vegas, NV

HOME Funds Allocation

<u>Sources</u>	<u>Development Budget 4/4/2003</u>	<u>Development Budget 12/19/2004</u>	<u>Difference</u>
1st Mortgage	1,500,000	750,000	
City of Las Vegas HOME	1,000,000	1,087,542	
State HTF	800,000	800,000	
AHRC (FHLB AHP Grant)	550,000	550,000	
AHRC (Harrhahs Entertainment)	800,000	800,000	
Wells Fargo Contribution	5,000	5,000	
Deferred Developer Fee	250,000	395,000	
Additional Equity	-	-	
Limited Partner Equity	6,000,000	8,972,000	
Total Sources	10,905,000	13,359,542	2,454,542

Total Uses

<u>Uses</u>			<u>Costs Allocated to HOME Funds</u>
Acquisition	Acquisition Costs	1	10
Hard Costs	Hard Costs	6,476,000	6,659,974
	Site Improvement Costs	500,000	1,423,989
	Hard Cost Contingency	346,300	443,326
	Furniture, Fixtures, Equipment	395,000	253,000
Soft Costs	Architectural & Engineering	346,300	453,595
	Permits/Fees	-	456,864
	Interior Design Consultant	25,000	-
	Kitchen/Food Service Consultant	8,000	-
	Traffic Consultant	10,000	-
	Environmental/Geotech	15,000	-
	Inspecting Engineer	10,000	-
	Building Permit	22,081	-
	Plan Check and MPE Permit Fees	37,537	-
	Planning/Zoning Fees	-	-
	Park Impact Fee	-	-
	Transportation Fee	-	-
	CLV Building Plan Check Fee	-	-
	Improvement Plan Review Fee	-	-
	Engineering Permit Fees	-	-
	Miscellaneous Fees	-	-
	Licensure Fee	18,900	-
	LVVWD Water Fees	173,160	-
	Sewer Connection Fee	15,000	-
	Tortoise Fee	10,000	-
	Survey	7,500	-
	Clerk of Works	50,000	-
	RE Taxes during construct.	-	-
	Insurance during construct.	25,000	23,000
	Utilities	20,000	-
	Market Study	15,000	15,199
	Security	-	-
	Title & Recording	20,000	20,000
	Developer Legal	90,000	125,000
	Marketing	120,000	180,000
	Consulting - Operations/Services	-	43,000
	Accounting & Audit	15,000	20,000
	Lender Costs	35,000	-
	Construction Loan Fees / Costs	33,780	75,000
	Construction Loan Interest	105,125	287,425
	Pre Development Loan Interest	-	-
	NHD Fee	54,600	81,000
	Accrued Interest	-	-
	Investor Legal & Accting	-	-
	Soft Cost Contingency	90,002	100,000
Fees/Reserves	Lease-Up Reserve	245,000	265,000
	Operating Reserve	300,000	250,000
	Transition Reserve	-	500,000
	Developer Overhead	250,000	355,000
	Developer Fee	840,714	1,060,000
	Syndication/Financing Fee	180,000	269,160
Total		10,905,000	13,359,542

2,454,542 **1,087,542**

**HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
SILVER SKY ASSISTED LIVING PROJECT**

THIS AGREEMENT, made and entered into this 2nd day of February, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and AFFORDABLE HOUSING RESOURCE COUNCIL (hereinafter referred to as "AHRC"), a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 490 Mill Road, Reno, NV 89502 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as the "County"), has entered into a Loan Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada hereinafter referred to as "NHD;" 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 (hereinafter referred to as 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, Subrecipient is a nonprofit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program funds to assist with the development of a 90-unit affordable assisted living residence know as Silver Sky Assisted Living (herein called the "Project") to be located on real property having an address at 8220 Silver Sky Drive, Las Vegas, Nevada (herein called the "Property"), as specified in Exhibit "A" of this document; and

WHEREAS, the Las Vegas City Council has determined that the Project shall provide a substantial benefit to the inhabitants of the City, and allocated \$1,087,542 in HOME funds (the "HOME Funds") at their February 2, 2003, meeting to the Subrecipient for use in connection with the Project; and

WHEREAS, the Subrecipient has formed Silver Sky Assisted Living, A Nevada Limited Partnership, a Nevada limited partnership ("LP"), to own the Project and the Property; and

WHEREAS, the Subrecipient intends to loan the HOME Funds to the LP pursuant to a promissory note in the amount of \$1,087,542 made by LP payable to Subrecipient (the "HOME Note") and a third-position Deed of Trust on the Property executed by LP in favor of the Subrecipient (the "HOME Deed of Trust"); and

WHEREAS, as a condition to the City agreeing to provide the HOME Funds to the Subrecipient, the City requires that Subrecipient assign the HOME Note and the HOME Deed of Trust to the City as collateral security for Subrecipient's performance of its obligations under this Agreement.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

I. Scope of Services

- A. Subject to the actual receipt of HOME funds from the County, the City will provide up to \$1,087,542 in HOME Funds to Subrecipient to assist with the new construction soft costs only of the Project, as described in Exhibit "A" attached hereto and incorporated herein as if fully set forth and as indicated in the Project Budget attached here to as Exhibit "A-1". The development of the Property is generally depicted on the Site Map attached hereto as Exhibit "B-1". A rendering of the Project to be constructed is as generally depicted on the Drawing attached hereto as Exhibit "B-2". The Project will consist of ninety (90) units of affordable assisted living, of which ten (10) one bedroom units and one (1) two bedroom unit will be designated as fixed HOME units. In addition, per HOME Regulation 24 CFR 92.252 (b) rent limits, twenty percent (20%) of the HOME-assisted units must be occupied by very low-income families and meet the rent requirements of HOME Regulation 24 CFR 92.252 (b) for low income senior rental housing project. The occupancy of the eleven (11) HOME units shall be restricted to persons age 55 or older. The timing and method of expending HOME Funds shall be entirely within the City's discretion. The funds will be fully recapturable upon sale or transfer of title to the Project except to the LP or as otherwise permitted pursuant to the terms hereof.

- B. Subrecipient will provide the City with established initial rents based on the most recent HOME Program Rent Limits, as identified in Exhibit "C" attached hereto, and procedures for rent increases for the HOME assisted units pursuant to 24 CFR 92.504(c)(3)(i).
- C. Subrecipient understands and agrees that the City shall not release any HOME Funds unless and until the required Environmental Reviews of the Property are completed by the City per 24 CFR 92.352. The City acknowledges and agrees that such Environmental Review is completed for the Property per 92 CFR 58. Notwithstanding, any provision of this Agreement, the Subrecipient hereto agrees and acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 38, as may be required. The Subrecipient further agrees that the provision of any funds to the Project is conditioned on the City's determination to proceed with, modify or cancel the Project based upon the results of a subsequent environmental review. Violation of this provision may result in the denial of any funds under this Agreement. Upon receipt from HUD of authority to use funds, the City of Las Vegas Neighborhood Services Director will provide Subrecipient with a written Notice to Proceed. Subrecipient agrees that construction will not begin until a Notice to Proceed has been issued by the City's Neighborhood Services Department.
- D. Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the amount of \$1,087,542 insuring the Subrecipient as holder of the HOME Deed of Trust and protecting the HOME funds.
- E. Subrecipient understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.
- F. Subrecipient shall begin and complete all construction and development of the site within the times specified in Exhibit "A-2" or such reasonable extension of said dates as may be requested in writing by the

Subrecipient and granted in writing by the City where such extensions shall not be unreasonable withheld.

II. City General Conditions

- A. Subrecipient has requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipient to provide affordable housing services. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipient shall be an independent contractor only.
- B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of development-related permits for the Project.
- C. Subrecipient will provide the Neighborhood Services Director with client usage records for HOME assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:
 - 1. Total clients served;
 - 2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
 - 3. Number of clients who report a Hispanic ethnicity;
 - 4. Number and percentage of Low and Moderate Income clients as defined by HUD
 - 5. HOME Program Income Guidelines (Exhibit "C");
 - 6. Number of handicapped clients served; Number of senior citizens served;
 - 7. Number of female head-of-households served;
 - 8. Number of renter households served, and rent charged;

9. Number of owner households served; and
 10. Monthly rent paid by each household served.
- D. Subrecipient will not lease any portion of the HOME-assisted housing units to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92). Subrecipient will not lease any of the HOME-assisted housing units to households who at the time of initial occupancy have an income that exceeds 60% of the area median adjusted for family size as shown on the HUD Program Income Guidelines (Exhibit "B"). Subrecipient agrees that the HOME-assisted unit rents will not exceed the Low HOME Rent limits established by HUD annually for the HOME program (Exhibit "C"). When tenants receive additional subsidy through rental assistance programs such as Section 8, the rent of a unit may be raised to the rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than thirty percent (30%) percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant's income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the owner may receive for HOME-assisted units. All tenants in the assisted units shall have leases with Subrecipient, or its assignee, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).
- E. If the HOME-assisted housing, or any portion thereof, is converted to non-qualified HOME activities, including if the HOME-assisted housing units, or any portion thereof, are subleased, or through foreclosure or other circumstances the LP loses legal possession of the Property, the Subrecipient will, upon request of the City, repay to the City, without interest, the amount of HOME Funds or other funds that Subrecipient received from the City hereunder. The City shall require reasonable assurances of security for such repayments, which shall be (i) a collateral assignment of the third position HOME Deed of Trust on such Property pursuant to 24 CFR 92.254, a sample of which is attached to this Agreement as Attachment "III", and which LP, as the Property owner, shall execute as part of this Agreement and (ii) a collateral assignment of the HOME Note executed by LP, the form of which is attached as Attachment "II". Subrecipient, as the Beneficiary of said HOME Deed of Trust and holder of the HOME Note, shall execute the Assignment of Deed of Trust, the form of which is attached as Attachment "IV", and the Note Pledge Agreement, the form of which is attached as Attachment "V", which shall transfer and assign the HOME Deed of Trust and HOME Note to the City as security for the Subrecipient's performance of its obligations and repayment of the Project funds provided under this Agreement.

- F. Should the Subrecipient or LP lose its legal possession of the Property through foreclosure proceedings, the Subrecipient and LP acknowledge and agree that the City, as the assignee/beneficiary of the HOME Deed of Trust and secured party under the Note Pledge Agreement, will require repayment of the HOME Program funds from the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME program funds.
- G. Subrecipient acknowledges that the Property will be encumbered by the following deeds of trust created by the Subrecipient or the LP to provide additional financing for the Project, which deeds of trust will be recorded in the Official Records of Clark County, Nevada: (i) a deed of trust in favor of Citibank (West), FSB securing a loan in the amount of \$7,500,000; (ii) a deed of trust in favor of Subrecipient securing a loan in the amount of \$800,000; (iii) a deed of trust in favor of Subrecipient securing a loan in the amount of \$800,000; and (iv) a deed of trust in favor of Subrecipient securing a loan in the amount of \$555,000. The City acknowledges and agrees that the HOME Deed of Trust assigned to the City will be subject and subordinate to any such liens required for the construction and permanent financing of the Project. Other than the recorded deed(s) of trust described above, Subrecipient shall not allow Property to be attached in any manner, including any liens or other encumbrances during the Period of Affordability.
- H. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein and permanent disqualification for receipt of any similar funds from the City.
- I. Subrecipient or the LP, as the Property owner, shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance on the property as follows: bodily injury liability insurance in the amount of \$1,000,000.00 for the injury to or death of any one person, and \$2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.00. Prior to the commencement of construction activities, Subrecipient or the LP shall submit to City an executed current copy of the Construction Completion Guaranty from its general contractor, Nevada H.A.N.D., Inc., and its general partner, Affirmative Nevada, LLC, (the "Guarantors") in favor of Citibank West (FSB) which guarantees the performance and completion of the construction of the Project. The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and to the extent allowed by the insurance carrier the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

J. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

1. Whether the objectives of the Project are being achieved;
2. Whether the Project is being conducted in an efficient and effective manner pursuant to HOME Program requirements;
3. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
4. Whether the financial operations of the Project are being conducted all in accordance with HOME Program requirements;
5. Whether the periodic reports to the City contain accurate and reliable information; and
6. Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient at least 48 hours in advance of those visits and shall occur during normal operating hours ("Visits"). The representatives of the City may request, and, if such a request is made, shall be granted, subject to applicable laws relating to confidentiality of records, access to all of the records of Subrecipient at a Las Vegas location which relate to the Project. The representatives of the City may, on occasion, interview recipients of the housing services of the Project who consent to be interviewed.

K. At the time of any Visits by the City, Subrecipient's records with respect to the Project shall be, subject to applicable laws relating to confidentiality of records made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

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

handling of said suits, demands, judgments, liens and claims and all reasonable investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement except for claims arising from the negligence or misconduct of the City or its agents but not including costs relative to routine Visits.

- M. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any material legal action which is filed by or against it with respect to the Project.
- N. This Agreement will commence as of the date hereof and the HOME Program funds allocated by it will be expended on or before December 30, 2005. Upon rental of all HOME-assisted units, the Subrecipient must submit a Completion Report to the City prior to final release of funds.
- O. In the event that Subrecipient and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.
- P. Subrecipient agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.
- Q. Subrecipient agrees that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.
- R. Subrecipient agrees that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.
- S. Subrecipient agrees that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.
- T. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

- U. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.
- V. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "I", all principals, including, partners of Subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such changes.
- W. Subrecipient agrees that this agreement is in effect for a Period of Affordability for a minimum of twenty (20) years, commencing from the date of the final disbursements of funds to the Subrecipient. The funds are recapturable upon sale or transfer of title.
- X. The Subrecipient agrees and understands that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the Subrecipient. In addition, the Subrecipient agrees to coordinate any ceremonial events concerning this Project with the city of Las Vegas to include review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.
- Y. Right to Review and Audit
 - 1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten (10) years, except those records subject to audit findings shall be retained for three years after the period of affordability. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
 - 2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its

records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives find that the records delivered by the Contractor are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient 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.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives, to the extent applicable:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.
2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.
4. Section 109 of the Housing and Community Development Act. of 1974.
5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
6. The Fair Housing Act, as amended.
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135
8. Executive order 11063, as amended.
9. The Age Discrimination Act of 1975.
10. Section 504 of the Rehabilitation Act of 1973.
11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Federal Labor Standards Act.
13. Section 202(a) of the Flood Disaster Protection Act of 1973.
14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.
15. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.
16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
17. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, loan, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.
19. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:
 - a. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

- b. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
- 20. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225).
- 21. The undersigned, acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or subrecipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.
- B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.
- C. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 10 Title 5, U. S. Code.
- D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.
- E. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.
- F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.
- G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.
- H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

- I. Program income and proceeds as described in HUD Directive CPD 97-9, shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such income will be retained by Subrecipient.
- J. Any material breach of the terms of this section shall result in forfeiture of all HOME Program or other funding received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.
- K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.
- L. Subrecipient agrees to maintain the Project in compliance with all applicable State and local housing quality standards and code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to use HUD-qualified housing inspectors to perform an initial housing quality inspection of any HOME-assisted unit prior to occupancy, or with replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when so requested by the City to ensure such compliance; and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements.
- M. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).
- N. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of twenty (20) years, commencing from the initial date of payment of HOME, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.
- O. A sale, transfer, or other conveyance of the assisted Property without the consent of the City is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310 and returned to the City Neighborhood Development Division to be reinvested in other affordable housing units..
- P. In conjunction with the Project, Subrecipient agrees to minimize displacement or dislocation of current tenants by referring eligible dislocated tenants to the Clark County Housing Authority for tenant-based assistance, and by assisting with their relocation per 24 CFR 92.353.
- Q. Should tenants be displaced as a result of acquisition or rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Financial Management

- A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and its relevant attachments "A" through "O" excepting Section F.2(H) of OMB Circular A-110 which has been superseded by OMB Circular A-133; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations".
- B. If Subrecipient expends an aggregate of \$500,000 or more in federal funds, it is subject to the Single Audit Act and Circular A-133 and shall deliver to the Neighborhood Development Division a copy of the complete audit report.
- C. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.
- D. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.
- E. Subrecipient agrees that disbursement under this Agreement will be made only when the total amount of eligible reimbursable expenses exceeds \$1,000, excepting for the final request for payment under this Agreement. If Subrecipient requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses exceeds \$1,000.
- F. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs, that is soft costs of construction of the Project. The amount of each request must be limited to the amount needed.
- G. At the discretion of the City, an amount not to exceed the lesser of ten percent (10%) or \$10,000 of the funds allocated under this Resolution will be retained until the project is completed and the Subrecipient submits the following:
 - 1. documentation showing that the assisted units meet the Housing Quality Standards, or, if new construction, that the Project has received an occupancy certificate;

2. a certified statement of Final Development Costs which, at a minimum, reports all development costs and expenditures for all federal funds, and the disposition of all of the HOME funds;
3. for projects involving new construction or rehabilitation, a completed form HUD-2516 "Contract and Subcontract Activity";
4. a completed form HUD-40097 "Rental Housing Completion Project Report" or, for owner-occupied projects, form HUD-4096 "Homeownership Project Completion Report";
5. evidence of recording of the fully executed Deed of Trust securing City of Las Vegas's interest in the property; and
6. evidence that Subrecipient has provided the property management agent with a copy of the HOME Program regulations and the specific HOME compliance requirements for the Project.

V. Modification or Revocation of Agreement.

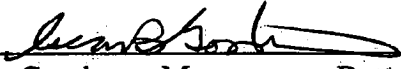
- A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.
- B. In the event that any of the HOME funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.
- C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

VI. Miscellaneous.

- A. In the event that the City delivers a notice to Subrecipient of an event of default under this Agreement, or under any of the loan documents relating to this Agreement, the City agrees to (i) send a copy of such notice by certified mail, return receipt requested, to MMA Special Limited Partner, Inc. c/o MMA Financial TC Corp., 101 Arch Street, Boston, MA 02110, and to the LP c/o Silver Sky Assisted Living, LLC, 33 Union Street, Boston, MA 02108; (ii) provide the LP and/or MMA thirty (30) days following receipt of such notice to cure any such default; and (iii) to forbear from exercising any of its rights or remedies under this Agreement or any of the related loan documents until forty-five (45) days after delivery of notice of default to MMA and the LP at the above addresses.

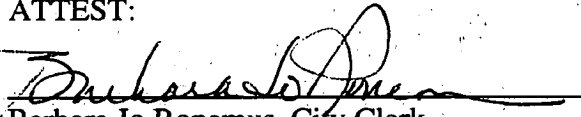
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS



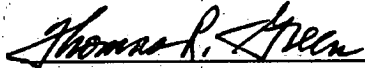
Oscar B. Goodman, Mayor Date

ATTEST:



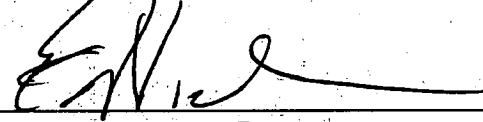
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

 3/23/05

Date

AFFORDABLE HOUSING RESOURCE
COUNCIL



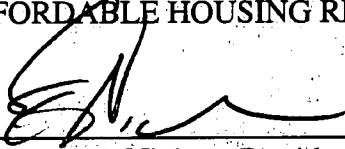
Ernest K. Nielsen, President Date

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Ernest K. Nielsen, President of Affordable Housing Resource Council, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the HOME Investment Partnerships "HOME" Program Agreement to Fund approved by the City Council of the City of Las Vegas, Nevada on the ~~3rd~~ day of February, 2005, a copy of which is attached hereto and incorporated herein.

Executed as of this ¹⁷~~5~~^{March} day of February, 2005.

AFFORDABLE HOUSING RESOURCE COUNCIL

By: 
Ernest K. Nielsen, President

State of Nevada)
County of ~~Clark~~ Washoe

On this 17 day of March, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ernest K. Nielson, as President, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

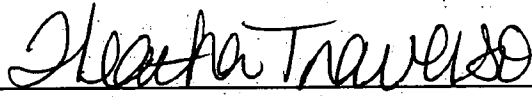

Notary Public



EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project will be for new construction only of the assisted living project known as Silver Sky Assisted Living and located at 8220 Silver Sky Drive, Las Vegas, Nevada. The Project will be designed as a ninety (90) unit affordable assisted living facility. The project will have one (1) building, eighty-four (84) one bedroom and six (6) two bedroom units, group dining room, a commercial-grade kitchen, recreation room, lounges, exam and wellness space, beauty shop, gift shop, laundry room and secure landscaped grounds, courtyard, and porches.

A single asset entity, Silver Sky Assisted Living, A Nevada Limited Partnership, has been formed to own the Property. The General Partner will be Silver Sky Assisted Living, LLC, a Nevada limited liability company of which Affordable Housing Resource Council is a member.

The HOME Funds provided by the City to Affordable Housing Resource Council will be loaned by Subrecipient to the LP evidenced by a note (Attachment "II") and secured by a deed of trust (Attachment "III"). The HOME funds provided to Affordable Housing Resource Council, shall be used solely to finance HOME-eligible project budget items delineated in Attachment A-1 per 24 CFR 92.206.

In accordance with 24 CFR 92.300(a)(2), any proceeds generated from Affordable Housing Resource Council's investment of HOME funds into the Project may be used by Affordable Housing Resource Council, if written approval is sought from the City of Las Vegas and given. The proceeds may only be used for other affordable housing activities.

Of the 90 project units, 11 units will be designated as HOME-assisted and will be reserved for households at or below 60% Area Median Income (AMI). The HOME units will be considered fixed units.

City of Las Vegas will provide \$1,087,542.00 from the following sources:

<u>Program Year</u>	<u>Amount</u>	<u>Source of Funds</u>
1999	\$107,006	Federal HOME
2000	\$506,340	Federal HOME
2001	\$386,654	Federal HOME
2003	\$87,542	Federal HOME

The Project will be operated as affordable housing for a minimum period of twenty (20) years.

The Project will be located as follows: 8220 Silver Sky Drive, Las Vegas, NV.

Assessor Parcel Number(s): 138-28-401-014

In addition to the affordability requirements related to the HOME funds, long-term affordability will be governed by a regulatory agreement with the State of Nevada, Housing Division for the Low Income Housing Tax Credit financing.

EXHIBIT "A-1"

PROJECT BUDGET

<u>Sources</u>		<u>Total Budget</u>	<u>City HOME Loan</u>
Beginning Cash		-	
1st Mortgage	7.50%	750,000	
City of Las Vegas HOME	5.00%	1,087,542	1,087,542
State HTF	5.00%	800,000	
AHRC (FHLB AHP Grant)	5.00%	555,000	
AHRC (Harrahs Entertainment)	5.00%	800,000	
Deferred Developer Fee	0.00%	449,219	
Limited Partner Equity	0.00%	8,472,500	
		12,914,261	

<u>Uses</u>	<u>Total Budget</u>	<u>City HOME Loan</u> <u>Uses</u>
Acquisition Costs	10	
Hard Costs	7,053,945	
Sitework	1,227,037	
	-	
Hard Cost Contingency	414,049	
Furniture, Fixtures, Equipment	253,000	
Architectural & Engineering	433,595	433,595
Permits/Fees	456,864	456,864
Inspecting Engineer	8,730	
Insurance during construct.	23,000	
Market Study/Appraisal	15,199	15,199
Title & Recording	27,228	27,228
Developer Legal	125,000	79,656
Marketing	180,000	
Consulting - Operations/Services	23,000	
Accounting & Audit	20,000	
Construction Loan Fees / Costs	75,000	75,000
Construction Loan Interest	214,363	
NHD Fee	81,000	
Soft Cost Contingency	84,066	
Lease-Up Reserve	265,000	
Operating Reserve	250,000	
Developer Overhead	355,000	
Paid Developer Fee	1,060,000	
Syndication/Financing Fee	269,175	
Total Uses	12,914,261	1,087,542

EXHIBIT "A-2"
SCHEDULE OF PERFORMANCE

ACTION	DATE
1. Execution and Delivery of the Agreement by the Subrecipient to the City.	Upon Closing
2. Delivery of the Preliminary Title Report to the City by the Subrecipient pursuant to Section I D. of the HOME Agreement.	Upon Closing
3. Delivery of the Title Insurance Policy to the City pursuant to Section I D. of the HOME Agreement.	Upon Closing
4. Submission of Site Development Plan Review Application to the City of Las Vegas Building and Safety Department.	November 9, 2004
5. Receipt by the Subrecipient of the City and Other Governmental Permits necessary to Commence Construction.	February 22, 2005
6. Submission of Certificates of Insurance by the Developer to the City pursuant to Section II I. of the HOME Agreement.	February 28, 2005
7. Conveyance of the Site to Silver Sky Assisted Living, a Nevada Limited Partnership	February 4, 2005
8. Commencement of Construction.	March 7, 2005
9. Completion of Construction.	March 31, 2006

EXHIBIT "B"
HOME PROGRAM INCOME GUIDELINES

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

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>	
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)

EXHIBIT "B-1"
SITE MAP

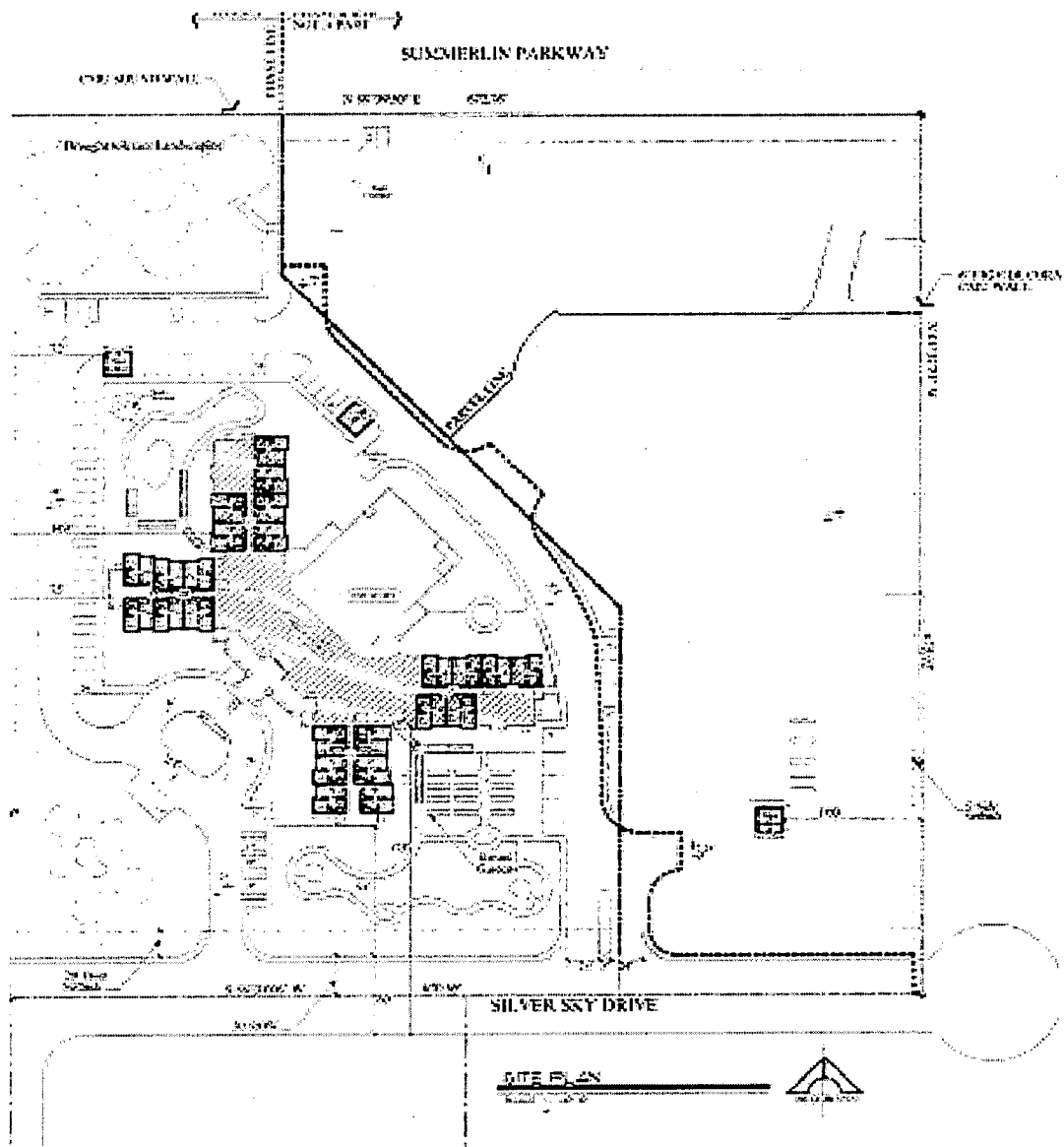
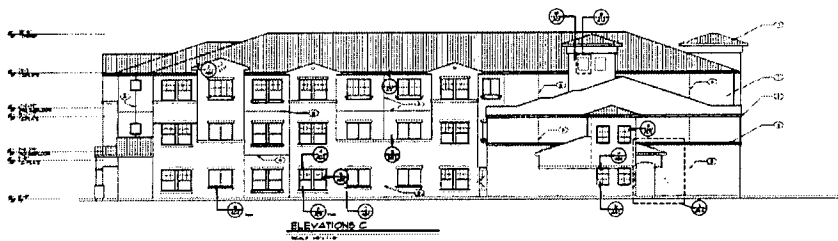
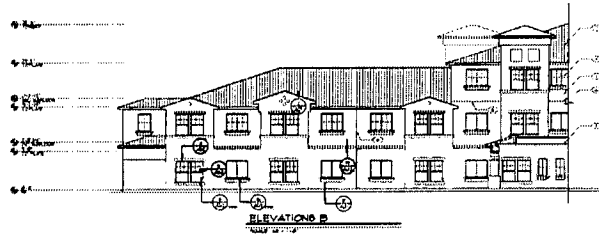
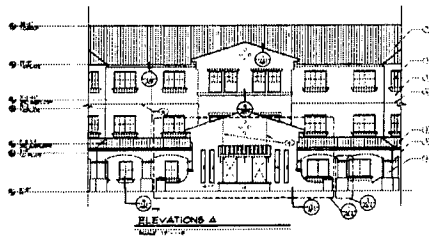
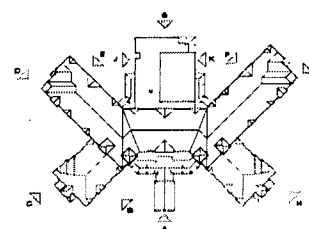


EXHIBIT "B-2" RENDERING



KEY NOTES	
1	SEE ELEVATION A
2	SEE ELEVATION B
3	SEE ELEVATION C
4	SEE ELEVATION D
5	SEE ELEVATION E
6	SEE ELEVATION F
7	SEE ELEVATION G
8	SEE ELEVATION H
9	SEE ELEVATION I
10	SEE ELEVATION J



I hereby certify that the above is a true and correct copy of the original drawing as submitted to the City of Las Vegas for review and approval.

Signature: _____
 Title: _____
 Date: _____

Silver Sky Assisted Living
 At Silver Sky Rd., Las Vegas, NV
 Silver Sky Assisted Living a Nevada Limited Partnership
 address here

Project Number: _____
 Date: _____
 November 1, 2004
 Project Name: _____
 104168
A5.1
 ELEVATIONS

EXHIBIT "C"
HOME PROGRAM RENT LIMITS

HOME PROGRAM RENTS:
U.S. Department of Housing and Urban Development (HUD)
Program Limits (February, 2004)

	<u>EFFICIENCY</u>
Low HOME Rent Limit	\$495
High HOME Rent Limit	\$606
	<u>1-BEDROOM</u>
Low HOME Rent Limit	\$530
High HOME Rent Limit	\$668
	<u>2-BEDROOM</u>
Low HOME Rent Limit	\$636
High HOME Rent Limit	\$804
	<u>3-BEDROOM</u>
Low HOME Rent Limit	\$745
High HOME Rent Limit	\$921
	<u>4-BEDROOM</u>
Low HOME Rent Limit	\$818
High HOME Rent Limit	\$1,007
	<u>5-BEDROOM</u>
Low HOME Rent Limit	\$904
High HOME Rent Limit	\$1,093
	<u>6-BEDROOM</u>
Low HOME Rent Limit	\$988
High HOME Rent Limit	\$1,180

EXHIBIT "E"

LEGAL DESCRIPTION

That portion of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 28, Township 20 South, Range 60 East, M.D.B. & M. more particularly described as follows:

Parcel I as shown by map thereof on file in File 109 of Parcel Maps, page 2, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT "P"
DISCLOSURE OF PRINCIPALS

The principals and partners of Affordable Housing Resource Council and all persons and entities holding more than 1% interest in Affordable Housing Resource Council or any principal of any entity holding more than 1% interest in Affordable Housing Resource Council are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.Ernie Nielsen, President	Washoe Cnty Senior Law Office 1155 E. Ninth Street Reno, NV 89512	775.328.5292
2.Jeff Ostomel, Treasurer	Schultz Consulting 160 W. Huffaker Ln Reno, NV 89511	775.850.5620
3.Bob Rusk, Secretary	Truckee River Suites 501 W. 1 st Street Reno, NV 89503	775.329.6411 775.324.7385
4.Steve Alastuey	1050 Nevada Street #109 Reno, NV 89503	
5.Robert Nielsen	Shelter Properties 380 Linden Street Reno, NV 89502	775.825.0999
6.Tom Murtha	9668 Shadowstone Way Reno, NV 89521	775.230.2912

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

AFFORDABLE HOUSING RESOURCE COUNCIL

By: _____

Ernest K. Nielsen, President

Subscribed and sworn to before me this
17 day of March, 2005.

Heather Traverso
Notary Public



Attachment "II"
PROMISSORY NOTE
(SECURED – ALL INCLUSIVE)

\$1,087,542.00

Las Vegas, Nevada
As of February 2, 2005

FOR VALUE RECEIVED, the undersigned Silver Sky Assisted Living, A Nevada Limited Partnership, a Nevada limited partnership having an address at c/o Silver Sky Assisted Living, LLC, c/o Affirmative Nevada, LLC, 33 Union Street, Boston, Massachusetts 02108 (hereinafter referred to as "Maker"), hereby promises to pay to the order of Affordable Housing Resource Council, a Nevada non-profit corporation having an address at 490 Mill Road, Reno, Nevada 89502 (hereinafter referred to as "Holder"), at said address of Holder, or such other place as the Holder hereof may designate, the principal sum of

ONE MILLION EIGHTY-SEVEN THOUSAND FIVE HUNDRED FORTY-TWO and 00/100
DOLLARS (\$1,087,542.00),

together with interest in arrears, on the unpaid balance, of five percent (5.0%) per annum, compounded annually, payable at the times hereinafter specified.

Each payment is to be applied when received first to any expenses reimbursable to Holder, second to any unpaid interest and third, any balance shall be used to reduce the principal balance.

The indebtedness represented by this Promissory Note (the "Note") shall be all due and payable in its entirety on the earlier of (i) that date which is fifty (50) years from the date hereof, or (ii) the date upon which the City Obligation (as defined below) shall become due and payable whether upon default thereunder, by acceleration or otherwise. Maker shall have the right to prepay the indebtedness evidenced hereby in full, or in part, at any time. This Note will be nonrecourse to the Maker.

All principal, accrued interest, fees and other charges shall be payable from Cash Flow in accordance with the priorities set forth in Section 10.1 of Maker's Amended and Restated Limited Partnership Agreement dated as of March 18, 2005. The indebtedness represented by this Promissory Note (the "Note"), if not sooner paid, shall be all due and payable in its entirety on the earlier of (i) that date which is fifty (50) years from the date hereof, or (ii) the date upon which the City Obligation (as defined below) shall become due and payable whether upon default thereunder, by acceleration or otherwise. Maker shall have the right to prepay the indebtedness evidenced hereby in full, or in part, at any time. This Note is non-recourse to the Maker. Neither Maker nor any of Maker's partners shall be personally liable under this Note. Holder's sole recourse for collection of this Note shall be resort to the collateral granted under the Deed of Trust.

Except as otherwise provided herein or in the All-Inclusive Deed of Trust (as defined below), as long as Maker is in full compliance with all of its obligations under this Note and the All-

Inclusive Deed of Trust, by its acceptance hereof, Holder agrees to perform all obligations of Holder, to the extent not agreed to be performed by Maker hereunder or under the All-Inclusive Deed of Trust as defined in the HOME Investment Partnerships ("Home") Program Agreement To Fund to Silver Sky Assisted Living Project, dated as of February 2, 2005 ("City Obligation") which said City Obligation will be secured by a pledge of the Note and the All-Inclusive Deed of Trust, executed by Holder in favor of City of Las Vegas (the "City Lender.")

In the event Holder shall fail to timely and fully pay and perform any of the obligations required to be performed by Holder as provided herein, in addition to any other rights and remedies available to Maker, Maker shall be entitled to pay and perform the City Obligations and offset against the amounts due Holder hereunder the full amount of all sums paid and/or costs incurred in connection with Maker's payment and performance of the City Obligations.

The Maker and any endorsers or guarantors hereof and all others who may become liable for all or part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time thereafter, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option.

Time is expressly made of the essence with respect to every provision hereof and the All-Inclusive Deed of Trust. This Note shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

This Note is secured by the certain All-Inclusive Deed of Trust of even date herewith executed by Maker, as trustor, to Affordable Housing Resource Council, as trustee, in favor of Holder, as beneficiary, which All-Inclusive Deed of Trust (the "All-Inclusive Deed of Trust") encumbers that certain real property more particularly described therein (the "Property").

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by to the extent and the manner provided in those certain Subordination Agreements recorded concurrently with the Deeds of Trust between Citibank, Holder, and Maker (the "Subordination Agreements"). The All-Inclusive Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deeds of Trust securing the respective Promissory Notes described above as more fully set forth in the Subordination Agreements.

The rights and remedies of the payee and each subsequent holder of this Note under the All-Inclusive Deed of Trust securing this Note are subject to the restrictions and limitations set forth

in the Subordination Agreements. Each subsequent holder of the Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreements.

Maker hereby specifically acknowledges, confirms and agrees that: (i) Maker has received copies of the documents and instruments evidencing and/or security the City Obligation (collectively, the "City Obligation Documents"), (ii) Maker has reviewed and understands all of the provisions of the City Obligation Documents, this Note and the All-Inclusive Deed of Trust, and has reviewed the same with legal counsel of Maker's own choosing, (iii) Maker has not requested, received, or relied upon any legal advice, representations or warranties from Holder in connection with the City Obligation Documents, this Note or the All-Inclusive Deed of Trust, and (iv) as between Maker and Holder, Maker shall be primarily responsible for and hereby expressly covenants and agrees to fully and timely perform, all of the obligations of Holder under, arising out of or with respect to the City Obligation Documents including, without limitation, payment of taxes, maintenance of the Property, compliance with low income housing restrictions, recorded covenants, conditions and restrictions, and applicable laws, but excluding the obligation to make payment of the City Obligations.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

Witness:

SILVER SKY ASSISTED LIVING, A NEVADA
LIMITED PARTNERSHIP, a Nevada limited
partnership

By: Silver Sky Assisted Living, LLC, a Nevada
limited liability company, its general partner

By: Affirmative Nevada LLC, a Nevada
limited liability company, its Manager

By: Affirmative Investments, Inc., its
Manager



By:



David Ennis

Title: President

Attachment "III"

A Portion of
APN # 138-28-401-014

WHEN RECORDED MAIL TO:

Chris Vero, Esq.
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, Nevada 89109

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This ALL-INCLUSIVE DEED OF TRUST, made as of this 2nd day of February, 2005, between Silver Sky Assisted Living, A Nevada Limited Partnership, a Nevada Limited Partnership, having an address at c/o Silver Sky Assisted Living, LLC, 33 Union Street, Boston, Massachusetts 02108, herein called TRUSTOR, and First American Title Insurance Company having an address at 180 Cassio Way, Suite 502, Henderson, NV 89014, herein called TRUSTEE, and Affordable Housing Resource Council, a Nevada non-profit corporation having an address at 490 Mill Road, Reno, Nevada 89502, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Las Vegas, State of Nevada, described on Exhibit "A" attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits.

For the Purpose of Securing (1) payment of the sum of ONE MILLION EIGHTY-SEVEN THOUSAND FIVE HUNDRED FORTY-TWO and 00/100 DOLLARS (\$1,087,542.00), with interest thereon according to the terms of the All-Inclusive Promissory Note of even date herewith (hereinafter the "Secured Note") made by Trustor payable to the order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein.

A. HOME/TRUST FUND CONTRACT:

1. This is an All-Inclusive Deed of Trust, securing (1) the Secured Note and (2) the obligations of the Beneficiary to the City of Las Vegas, under the Agreement to Loan HOME Investment Partnerships Program ("HOME") Agreement to Fund to Affordable Housing Resource Council dated February 2, 2005 hereinafter referred to as the "HOME/Trust fund Agreement."
2. The Trustor shall abide by the terms of the HOME/Trust Fund Agreement. Trustor agrees to use the property to construct and rent decent, safe, and sanitary units to a HOME/Trust Fund Program eligible recipient. Trustor agrees to maintain and operate the above-described property as a drug-free environment. Trustor agrees to maintain eleven (11) HOME/Trust Fund assisted units within the above-described property as Affordable Housing for a period of twenty (20) years from the date of execution of this Deed of Trust, unless terminated earlier pursuant to the HOME/Trust Fund Agreement. Trustor agrees to abide by the HOME/Trust Fund rules, specifically 24 CFR 92, NRS 319, NAC 319 and the Trust Fund Administrative Guidelines, as applicable.
3. Trustor agrees to repay \$1,087,542.00 in HOME/Trust Fund Program funds upon prohibited sale or transfer of the Property as provided by the HOME/Trust Fund Agreement; provided, however, that the foregoing shall only apply to transfers of the Property and not to transfers of partnership interests in Trustor.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.

4. To pay; (a) when due all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; and (c) all allowable expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and with out demand all reasonable sums so expended by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

C. IT IS MUTUALLY AGREED:

1. that any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money's received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the HOME/Trust Fund Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.

3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto."
6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness hereby secured, enter upon and take possession of said property or any part thereof in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.
7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall see said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the

United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase as such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the secured Note; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitle thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the recorder of county or counties where said property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.
9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this All-Including Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine and the singular number includes the plural.
10. That the Trustee accepts this Trust when this All-Include Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
11. Beneficiary acknowledges that Trustor intends to enter into a Regulatory Agreement (the "Regulatory Agreement") which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the Code). Beneficiary acknowledges and agrees that, in the event of a foreclosure of its interest under this Deed of Trust or delivery by the Partnership of a deed in lieu of

foreclosure (a "Foreclosure"), the following rule contained in Section 42(h)(6)(E)(ii) of the Code shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the HOME Program or Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of the All-Inclusive Deed of Trust, Beneficiary agrees that provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal and interest with become due under the terms of the HOME/Trust Fund Agreement. In the event Trustor shall be in default on the Secured Note, Beneficiary's obligation under the HOME/Trust Fund Agreement is deferred until the default under the Secured Note is cured. Should the Beneficiary default in and of the installments as to the payment on the HOME/Trust Fund Agreement at a time when Trustor is not in default in performance of the obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor, may make said payments directly to the holder of such HOME/Trust Fund Agreement; any and all payments so made shall be credited to the Secured Note against the next succeeding installment of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Beneficiary and any other person.
2. Notwithstanding any covenants contained in the HOME/Trust Fund Agreement, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of beneficiary herein of Trustor's portion of the HOME/Trust Fund Agreement which the Beneficiary herein is required to pay to the holder of said HOME/Trust Fund Agreement.

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the HOME/Trust Fund Agreement during the period of such default, the reasonable amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied, to the extent available and subject to the rights of holders of senior deeds of trust, by the holder of the HOME/Trust Fund Agreement in reduction of the unpaid principal amount thereof, the

unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of the All-Inclusive Deed of Trust may not be more than the sum of the following amounts: (i) The equity of Beneficiary in the note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the HOME/Trust Fund Agreement as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.
5. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-Inclusive Deed of Trust securing the Secured Note.
6. The following Covenants, Nos. 1, 3, 4 (rate of interest is the default rate stated in the Note), 5, 6, 7 (attorneys fees in the amount provided for in the Note), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.
7. If a monetary event of default occurs under the terms of any of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give each of the Limited Partners of the Trustor (the "Limited Partners"), as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. Trustor and/or the Limited Partners shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note.
8. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give Trustor and each of the Limited Partners, as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor and/or the Limited Partners shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer

period if so specified, and if Trustor and/or the Limited Partners (a) initiate corrective action within said period, and (b) diligently, continually, and in good faith work to effect a cure as soon as possible, then Trustor and/or the Limited Partners shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Secured Note. Any cure periods available to the Limited Partners, shall commence upon the date of any such notice to the Limited Partners.

9. Beneficiary shall give the following parties written notice of any default under the Loan Documents, and the cure periods contained in Paragraphs 7 and 8 above shall commence on the effective date of any such notice, at the following addresses:

Partnership: Silver Sky Assisted Living, A Nevada
Limited Partnership
c/o Silver Sky Assisted Living, LLC
33 Union Street
Boston, MA 02108
Attention: David Ennis
Phone: (617) 367-4300
Fax: (617) 367-1133

Investor Limited Partner: MMA Silver Sky, LLC
c/o MMA Financial TC Corp.
101 Arch Street
Boston, MA 02110
Phone: (617) 439-3911
Fax: (617) 439-9978

Special Limited Partner: MMA Special Limited Partner, Inc.
c/o MMA Financial TC Corp.
101 Arch Street
Boston, MA 02110
Phone: (617) 439-3911
Fax: (617) 439-9978

Beneficiary shall also give City of Las Vegas a copy of any Notice of Default and any Notice of Sale hereunder by mail, at the following address:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue – 2nd Floor
Las Vegas, NV 89101

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf by their duly authorized officers as of the date first above written.

TRUSTOR:

SILVER SKY ASSISTED LIVING, A NEVADA
LIMITED PARTNERSHIP, a Nevada limited
partnership

By: Silver Sky Assisted Living, LLC, a Nevada
limited liability company, its general partner

By: Affirmative Nevada LLC, a Nevada
limited liability company, its Manager

By: Affirmative Investments, Inc., its
Manager

By: David Ennis
David Ennis
Title: President

STATE OF Rhode Island
COUNTY OF Providence) ss

On this 10th day of March, 2005, David Ennis personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public James J. [Signature] My commission expires 3-11-06

BENEFICIARY:

AFFORDABLE HOUSING
RESOURCE COUNCIL, a Nevada
non-profit corporation

By: _____

Ernest K. Nielsen, President

STATE OF NEVADA)
) ss

COUNTY OF ~~CLARK~~ Washoe

On this 17 day of March, 2005, Ernest K. Nielsen personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public Heather Traverso My commission expires _____



TRUSTEE:

FIRST AMERICAN TITLE
INSURANCE COMPANY

By: _____

Its: _____

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this _____ day of March, 2005, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

EXHIBIT "A"

(Legal Description)

That portion of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 28, Township 20 South, Range 60 East, M.D.B. & M. more particularly described as follows:

Parcel I as shown by map thereof on file in File 109 of Parcel Maps, page 2, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT IV

A Portion of
APN # 138-28-401-014

When recorded, return to:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, Affordable Housing Resource Council, a Nevada non-profit corporation, hereby grants, assigns and transfers to the City of Las Vegas, all of the undersigned's right, title and interest in that certain Deed of Trust, dated as of February 2, 2005, and recorded in the Official Records of the County Recorders Office for the County of Clark on _____, 2005 as Instrument No. _____ (the "Deed of Trust"), together with the undersigned's right, title and interest in and to that certain Promissory Note in the amount of \$1,087,542.00 executed by Silver Sky Assisted Living, A Nevada Limited Partnership, a Nevada limited partnership in favor of the undersigned which is described in the Deed of Trust, the money due and to become due thereon with interest and all rights accrued or to accrue under the Deed of Trust. The Deed of Trust encumbers that certain real property described on the attached Exhibit A.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Deed of Trust as of February 5, 2005.
March 17

AFFORDABLE HOUSE RESOURCE COUNCIL,
a Nevada non-profit corporation

By: _____

Ernest K. Nielsen, President

STATE OF NEVADA)
 wasdale) ss
COUNTY OF ~~CLARK~~)

On this 17 day of March, 2005, Ernest K. Nielsen personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public Heather Traverso My commission expires _____



EXHIBIT E

(Legal Description)

That portion of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 28, Township 20 South, Range 60 East, M.D.B. & M. more particularly described as follows:

Parcel I as shown by map thereof on file in File 109 of Parcel Maps, page 2, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT "V"

NOTE PLEDGE AGREEMENT

This NOTE PLEDGE AGREEMENT (this "Agreement") is made and entered into as of February 2, 2005, by Affordable Housing Resource Council, a Nevada non-profit corporation (the "Pledgor"), in favor of the City of Las Vegas ("Secured Party"), with reference to the following facts:

A. Pledgor and Secured Party executed that certain Agreement Between the City of Las Vegas and Affordable Housing Resource Council, dated as of February 2, 2005 in the stated principal amount of ONE MILLION EIGHTY-SEVEN THOUSAND FIVE HUNDRED FORTY-TWO and 00/100 DOLLARS (\$1,087,542.00) ("HOME/LIHTF Agreement").

B. As security for the full and timely payment of the amounts due under the HOME/LIHTF Agreement, Pledgor has agreed to execute and deliver this Agreement and to grant to Secured Party a security interest in all of the "Collateral" (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees with Secured Party as follows:

1. Security Interest. The Pledgor hereby assigns, transfers and grants to Secured Party and there is hereby created in favor of Secured Party, a security interest under the Nevada Commercial Code in and to all of the Pledgor's right, title and interest in and to that certain Promissory Note, dated as of February 2, 2005, executed by Silver Sky Assisted Living, A Nevada Limited Partnership, a Nevada limited partnership ("Owner") in favor of Pledgor in the original amount of ONE MILLION EIGHTY-SEVEN THOUSAND FIVE HUNDRED FORTY-TWO and 00/100 DOLLARS (\$1,087,542.00) (the "Secured Note") and that certain Deed of Trust (the "Deed of Trust") now in the possession of or to be delivered to Secured Party, together with any and all extensions, modifications, renewals and substitutions therefore, all rights to payment, insurance policies, collateral and general intangibles arising thereunder or in connection therewith, and any and all proceeds, products, substitutions, replacements or accessions of any of the foregoing (collectively, the "Collateral").
2. Delivery of Collateral. Concurrently with the execution of this Agreement, or as soon thereafter as may be reasonably practicable, the Pledgor shall deliver or cause to be delivered to Secured Party the following:

- (a) The executed original Note, attached to which shall be an Allonge in the form of that attached as Exhibit "A" hereto, duly executed by the Pledgor;
- (b) The as-recorded, executed original Deed of Trust, together with an Assignment of Deed of Trust in the form of that attached as Exhibit "B" hereto, duly executed by the Pledgor, assigning to Secured Party all of the Pledgor's interest in and to the Deed of Trust; and
- (c) To the extent not included in the foregoing, any and all other instruments, agreements or contracts representing or evidencing the Collateral in suitable form for transfer by delivery.

3. Obligations to be Secured. The security interest granted to Secured Party hereunder shall secure: (i) The due, prompt and complete performance and observance by Pledgor of each and all of the terms and conditions of the HOME/LIHTF Agreement (including any and all modifications, extensions and/or renewals thereof) and (ii) any other documents securing or executed in connection with the HOME/LIHTF Agreement; and (iii) the due, prompt and complete performance and observance of each and all of the agreements of the Pledgor contained herein.

4. Representations of Pledgor. The Pledgor hereby represents and warrants to Secured Party that:

- (a) no monetary default exists under the Secured Note or the Deed of Trust;
- (b) the Pledgor is the owner of the Collateral;
- (c) the Pledgor has the right to pledge the Collateral and that the same is genuine, enforceable according to its terms, free from liens, adverse claims, setoffs, default, defenses and conditions precedent of any kind or character, and that the Pledgor has executed no prior assignment of any portion of the Collateral;
- (d) the Pledgor has not executed any release, discharge, satisfaction or cancellation of the HOME/LIHTF Agreement or Deed of Trust;
- (e) the Pledgor has not released any portion of the security described in the Deed of Trust from the lien of the Deed of Trust;
- (f) the execution of this Agreement by the Pledgor and the creation of security interests in the Collateral in favor of Secured Party are within the Pledgor's power and the Pledgor is authorized to take such action and same does not and will not violate any of the terms or conditions of any contracts or agreements to which the Pledgor is or will be a party; and
- (g) there is no action, legal, administrative or other proceeding pending or threatened against the Pledgor's title to the Collateral or against the Pledgor's grant of a security interest therein hereunder.

5. Covenants. The Pledgor covenants and agrees to:

- (a) keep the Collateral free and clear of all defenses, rights of offset and counterclaims;
- (b) from time to time promptly execute and deliver to Secured Party all such other assignments, certificates, and supplemental writings and do all other acts or things as Secured Party may reasonably request in order more fully to evidence and perfect the security interest herein created;
- (c) pay to Secured Party the amount of all court costs and attorneys' fees assessed by a court and incurred by Secured Party following default hereunder; and
- (d) not create any other security interest in, mortgage or otherwise encumber the Collateral or any part thereof or permit the Collateral to be or become subject to any lien, attachment, execution, sequestration, other legal or equitable process or any encumbrance of any kind or character, except the security interest herein created. Should the Collateral or any part thereof ever be in any manner converted by its issuer or maker into another type of property or any money or other proceeds ever be paid or delivered to the Pledgor as a result of the Pledgor's rights in the Collateral, then in any such event, all such property, money and other proceeds shall become part of the Collateral, and the Pledgor covenants to forthwith deliver to Secured Party all of the same which is susceptible of delivery, other than money, and, at the same time, if Secured Party deems it necessary and so requests, the Pledgor will properly endorse or assign the same in the manner specified by Secured Party. With respect to any of such property of a kind requiring an additional security agreement, financing statement or other writing to perfect a security interest therein in favor of Secured Party, the Pledgor will forthwith execute and deliver to Secured Party, whatever Secured Party shall deem necessary or proper for such purpose. Should any covenant, duty or agreement of the Pledgor fail to be performed in accordance with its terms hereunder, Secured Party may, but shall not be obligated to, perform or attempt to perform such covenant, duty or agreement on behalf of the Pledgor, and any amount expended by Secured Party in such performance or attempted performance shall become a separate obligation of the Pledgor payable on demand to Secured Party, except to the extent prohibited by applicable law.

6. Use of Collateral by Secured Party

- (a) Upon the occurrence of an "Event of Default" (as defined below) hereunder, Secured Party shall have the right to receive all interest, principal payments and other sums now or hereafter payable upon or on account of the Collateral until such time as all obligations hereunder have been satisfied.
- (b) Upon the occurrence of an Event of Default hereunder, Secured Party shall have the right at any time (but shall have no obligation), with or without notice and either in its own name or in the name of its nominee or in the name of the Pledgor, at the Pledgor's expense, to:

- (1) Collect by legal proceedings or otherwise all interest, principal payments and other sums now or hereafter payable upon or on account of the Collateral, and give receipts for the payments and other sums described above received by Secured Party.
- (2) Enter into any extension or other agreement in any way relating to or affecting the security interest of Secured Party in the Collateral and, in connection therewith, dispose of or surrender control of such security interest in the Collateral or any part thereof, and accept other property in addition to or in exchange or substitution therefor, or any part thereof;
- (3) Make any compromise or settlement on terms advisable with reference to the Collateral
- (4) Insure, protect and preserve the Collateral; and
- (5) Without limiting the generality of the foregoing, exercise all of the rights, powers and remedies of an owner of the Collateral

7. Attorney-in-Fact. The Pledgor hereby appoints Secured Party its attorney-in-fact, with full power of substitution, to do any act which the Pledgor is obligated by this Agreement to do and to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes hereof. Without limiting the generality of the foregoing, Secured Party, as attorney-in-fact of the Pledgor, is authorized to ask, demand, collect, sue for, recover, receive and give acquittance and receipts for monies due and to become due under or in connection with the Collateral, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection therewith, to file any claims or take any actions which Secured Party may deem to be necessary or desirable for the collection thereof. The appointment of Secured Party as attorney-in-fact of the Pledgor is irrevocable and coupled with an interest.

8. Duties and Rights of Secured Party. The Pledgor agrees that Secured Party shall have no liability of any kind or nature whatsoever with respect to the Collateral, other than to hold, release or dispose of the same in accordance with the terms and provisions of this Agreement.

9. Further Acts of Pledgor. The Pledgor shall, at the reasonable request of Secured Party, execute (either alone or with Secured Party, as Secured Party may require) and deliver to Secured Party any instruments and/or documents, and the Pledgor will perform all actions, which from time to time may be necessary to carry into effect the provisions of this Agreement or to establish or maintain a perfected security interest in the Collateral.

10. Default The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

- (a) any default in the prompt and complete payment or performance of any term, condition or covenant in favor of Secured Party contained in this Agreement;
- (b) any default of Pledgor under the HOME Agreement or any other agreement or instrument delivered pursuant hereto; and
- (c) the initiation of steps by any third party to obtain a lien, levy or writ of attachment or garnishment upon any or all of the Collateral or substantially all of the other property of the Pledgor or to affect any of the Collateral or any such other property by other legal process, unless the same is dismissed within thirty (30) days after the initiation thereof.

11. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the rights and remedies of a secured party under the Nevada Commercial Code, or under any other applicable law, together with any and all of the rights and remedies provided in this Agreement. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, including without limitation those attorneys' fees and legal expenses incurred by Secured Party in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving the Pledgor which in any way affects the exercise by Secured Party of its rights and remedies hereunder. Without limiting the generality of the foregoing, Secured Party may exercise its rights with respect to the Collateral without any necessity on the part of Secured Party first to realize upon or enforce any of the other security now or hereafter held for any obligation secured hereby.

12. No Implied Waivers. The several rights and remedies of Secured Party hereunder or herein referred to shall, to the fullest extent permitted by law, be construed as cumulative, and none of said rights and remedies is exclusive of the others. No delay or omission on the part of Secured Party in exercising any right or remedy created by, connected with or provided for in this Agreement or arising from any default by the Pledgor or by any other person, the performance of whose obligations is secured hereby, shall be construed as or deemed to be an acquiescence in or a waiver of such default or waiver of or limitation upon the right of Secured Party to exercise, at any time and from time to time thereafter, any right or remedy under this Agreement. No waiver of any breach of any of the covenants or conditions in this Agreement shall be deemed to be a waiver of or acquiescence in or consent to any previous or subsequent breach of the same or any other covenant or condition.

13. Entire Agreement. This Agreement, together with the other documents and instruments referred to herein, contains the entire understanding and agreement of the Pledgor and Secured Party with respect to the subject matter hereof and may not be altered or amended in any way except by the written agreement of said parties. No provision of this Agreement or right of Secured Party hereunder can be waived nor shall the Pledgor be released from its obligations hereunder except by a writing duly executed by Secured Party. Where necessary herein, all terms used in the singular shall apply to the plural and all terms used in the neuter shall apply to the masculine and feminine genders.

14. Transfer of Indebtedness. Upon the transfer by Secured Party of all or any portion of the indebtedness secured hereby, Secured Party may transfer therewith all or any portion of the

security interest created hereunder, but Secured Party shall retain all of its rights hereunder with respect to any part of such indebtedness and any part of its security interest hereunder not so transferred.

15. Terms; Binding Effect. This Agreement shall be and remain in full force and effect until each of the obligations secured hereby has been fully performed or paid, at which time this Agreement shall automatically terminate and Secured Party shall promptly return to the Pledgor possession of the City Note, the Deed of Trust and all other instruments comprising the Collateral then in the possession of Secured Party. Each of the provisions hereof shall be binding upon the Pledgor and the Pledgor's legal representatives, successors and assigns and shall inure to the benefit of Secured Party, and its legal representatives, successors and assigns.

16. Paragraph Headings. All paragraph headings herein are included only for convenience of reference and are not intended to limit or amplify any term or provision of this Agreement.

17. Severability. If any provision of this Agreement, as applied to any part or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, invalid or unenforceable, then the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of the other provisions of this Agreement.

18. Notices Any notices or other communications required or permitted to be given by this Agreement or any other documents and instruments referred to herein must be given in writing and personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the address of such party as follows:

Pledgor:

Affordable Housing Resource Council
490 Mill Road
Reno, NV 89502

Secured Party:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

With a copy to Partnership:

Silver Sky Assisted Living, A Nevada
Limited Partnership
c/o Silver Sky Assisted Living, LLC
33 Union Street
Boston, MA 02108
Attention: David Ennis
Phone: (617) 367-4300
Fax: (617) 367-1133

And to Investor Limited Partner:

MMA Silver Sky, LLC
c/o MMA Financial TC Corp.
101 Arch Street
Boston, MA 02110
Phone: (617) 439-3911
Fax: (617) 439-9978

And to Special Limited Partner:

MMA Special Limited Partner, Inc.
c/o MMA Financial TC Corp.
101 Arch Street
Boston, MA 02110
Phone: (617) 439-3911
Fax: (617) 439-9978

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is personally delivered or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its address for purposes of this Agreement by giving notice of such change to the other parties pursuant to this Paragraph 18.

19. Demands, Notices, Etc., Commercially Reasonable Sale. All demands of performance, advertisements, notices of sale or retention, as well as the presence of the Collateral at any sale and the constructive possession of the Collateral by the person conducting any sale, except only as provided by Nevada Commercial Code Section 9504(3), are hereby specifically waived by the Pledgor. Furthermore, the parties hereto deem the following to be commercially reasonable in compliance with said Section 9504(3): After default, Secured Party may apply, set off, collect or sell in one or more sales the whole or any part of the Collateral in such order as Secured Party elects; any such sale may be public or private and conducted at Secured Party's place of business or at any other place deemed in good faith by Secured Party to be commercially reasonable; any such sale may be either for cash, notes or property upon credit, at such price or prices as Secured Party in good faith considers fair; any such sale may be conducted by an officer or agent of Secured Party who may do other acts required to be done under Nevada Commercial Code Section 9504(3) and may deliver possession of the Collateral so sold to the purchaser or purchasers thereof; and Secured Party in its own right and free from any claim of the Pledgor and from any right of redemption may purchase and hold any of the Collateral at any such sale. Secured Party shall not be obligated to make any sale of the Collateral if it shall determine not to do so, regardless that a notice of sale of the Collateral may have been given. Secured Party may adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. Upon completion of any sale or sales under and by virtue of this Agreement, Secured Party shall cause the Collateral to be assigned to the purchaser or purchasers thereof. The Pledgor, at the request of Secured Party, shall ratify and confirm any such sale or sales by executing and delivering to the purchaser or purchasers all such further assignments and other documents as may be deemed necessary by Secured Party for the purpose of further confirming as may be required by Secured Party the sale and assignment of such portion of the Collateral as shall have been sold thereby. Upon the completion of each such sale or sales under or by virtue of this Agreement, each such sale or

sales shall operate to transfer to the purchaser or purchasers thereat all of the rights of the Pledgor in and to the Collateral sold and, to the extent permitted by law, shall be a perpetual bar both at law and in equity against the Pledgor and all persons claiming, or who may claim, by, through or under the Pledgor, any right or interest in and to such portion of the Collateral. If a sale of any of the Collateral is made on credit or for future delivery, the Collateral sold may be retained by Secured Party until the selling price is paid in full by the purchaser thereof, but Secured Party shall have no liability in the event the purchaser thereof fails to take up and pay for the Collateral so sold. In case of any such failure, such Collateral may be resold in such manner as Secured Party deems appropriate. The Pledgor hereby waives to the extent permitted by applicable law any claims against Secured Party arising by reason of the fact that the price at which the Collateral may be sold at such a private sale is less than the price which might be obtained at a public sale or less than the aggregate amount of the indebtedness and obligations secured hereby even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree.

20. Application of Proceeds. All sums received or collected by Secured Party, whether before or after default on or on account of the Collateral, including, without limitation the proceeds of any sale or disposition thereof, shall be applied toward the payment of any obligations, liability or claim arising in connection with this Agreement, and to the payment of any advances, charges, costs and expenses incurred or paid by Secured Party and secured hereby, all in such order and manner as Secured Party in its sole discretion determines. Secured Party shall pay any balance to the Pledgor or to the person or persons entitled thereto upon proper demand being made therefor.

21. Attorneys' Fees. If any action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and reimbursement for any other expenses incurred in connection therewith.

22. Survival of Representations and Warranties. All representations, warranties and covenants of Pledgor contained herein or incorporated herein by reference shall survive during the term of this Agreement and shall remain continuing obligations, warranties and representations of Pledgor during such time as all or any portion of the obligations secured hereby remain outstanding.

23. Time of Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

24. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

25. Applicable Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed as of the date first above written.

PLEDGOR:

Affordable Housing Resource Council, a Nevada
non-profit corporation

By:

A handwritten signature in black ink, appearing to be 'Ernest K. Nielsen', written over a horizontal line.

Ernest K. Nielsen, President

EXHIBIT "A"

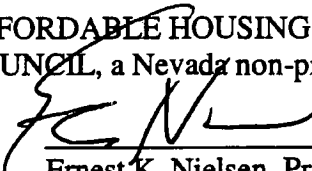
ALLONGE

To be attached to that certain Promissory Note, dated February 2, 2005, in the original amount of ONE MILLION EIGHTY-SEVEN THOUSAND FIVE HUNDRED FORTY-TWO and 00/100 DOLLARS (\$1,087,542.00) executed by Silver Sky Assisted Living Limited Partnership, a Nevada limited partnership, in favor of Affordable Housing Resource Council, a Nevada non-profit corporation.

Pay to the order of City of Las Vegas WITHOUT RECOURSE.

Dated: As of February 2, 2005

AFFORDABLE HOUSING RESOURCE
COUNCIL, a Nevada non-profit corporation

By: 

Ernest K. Nielsen, President

EXHIBIT "B"

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, Affordable Housing Resource Council, a Nevada nonprofit corporation, hereby grants, assigns and transfers to the City of Las Vegas, all of the undersigned's right, title and interest in that certain Deed of Trust, dated as of February 3, 2005 and recorded in the Official Records of the County Records Office for the County of Clark on _____, 2005 as Instrument No. _____ (the "**Deed of Trust**"), together with the undersigned's right, title and interest in and to that certain Promissory Note executed by Silver Sky Assisted Living, A Nevada Limited Partnership, a Nevada limited partnership, in favor of the undersigned which is described in the Deed of Trust, the money due and to become due thereon with interest and all rights accrued or to accrue under the Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Deed of Trust as of February 3, 2005.

AFFORDABLE HOUSING RESOURCE
COUNCIL, a Nevada non-profit corporation

By: _____

Ernest K. Nielsen, President

2546684_v8

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Grant from the State Historic Preservation Office (SHPO) in the amount of \$40,000 (Multi-Purpose Special Revenue Fund) for projects as identified in the Historic Preservation Funding Agreement

Fiscal Impact:

☐ No Impact	Amount:	\$40,000.00
☐ Budget Funds Available	Dept./Division:	Planning and Development/Comprehensive
☒ Augmentation Required	Funding Source:	Multi-Purpose Special Revenue Fund

PURPOSE/BACKGROUND:

The city has applied for a Grant from the State Historic Preservation Office (SHPO) in the amount of \$40,000.00 for projects, as identified in the Historic Preservation Funding Agreement.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Award Letter
3. Funding Agreement
4. Historic Preservation Grant-In-Aid Application with revised budget and scope of work

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - UNANIMOUS with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2005

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: 2005 HISTORIC PRESERVATION GRANT-IN-AID

In order to complete documented Goals, Objectives, Policies and Programs of the City of Las Vegas Historic Preservation Plan, the Planning and Development Department has applied for a renewal of the Historic Preservation Grant-In-Aid, also known as the Historic Preservation Fund grant. The grant originates with the National Park Service, and is administered by the Nevada State Historic Preservation Office. The City has been awarded \$40,000 to complete the following:

- Expand the City's inventory of historic WWII housing developments with a historic resource survey and inventory of 1) tracts 1-3 of the Huntridge neighborhood (bounded roughly by Charleston Blvd. on the north, Franklin Ave. on the south, S. Ninth St. on the west, and S. 15th St. on the east); 2) Berkley Square subdivision (bounded roughly by Byrnes Ave. on the north, Leonard Ave. on the south, G St. on the west, and D St. on the east).
- Preparation and submittal of one Multiple Property National Register nomination for historic motels and wedding chapels along Las Vegas Boulevard within the Scenic Byways boundaries (Las Vegas Blvd. between Sahara Ave. on the south and Washington Ave. on the north). The completed report will assist in the pursuit of National Scenic Byway designation, in turn providing additional grant funding opportunities.
- Publication and printing of educational materials and newsletter which will include updates on Historic Preservation Commission meetings and activities, status of survey work and annotated copy of completed reports, and other related historic preservation news.
- All City departments involved in revitalization or public works projects will be given a copy of the final report. Copies will also be distributed to libraries and historical societies.

The scope of work included in the grant renewal application satisfies the following Policies and Programs in the *City of Las Vegas Preservation Plan*:

- Policy A1: Develop and maintain an inventory of historic properties
- Program A1.3: Develop and monitor a listing of significant cultural resources which illustrate the historic role and contributing character of population identities within the community.
- Program A1.4: Identify and maintain an inventory of structures, sites and district that are potentially eligible for the National Register of Historic Places.
- Policy B1: Develop public awareness programs to promote public interest.

- Program B1.2: Identify and make available to the public the primary documents and collections which record and illustrate the history and development of Las Vegas.

The scope of work included in the grant renewal application satisfies the following *City of Las Vegas Priorities*:

- Revitalize and invigorate our mature areas and the urban core.

The scope of work included in the grant renewal application satisfies the following Reurbanization and Neighborhood Revitalization Goals and Objectives as stated in the *Las Vegas 2020 Master Plan*:

- Objective 1.4: To retain, where viable, historical structures which represent the architectural, cultural and social legacy of the City of Las Vegas.
- Goal 2: Mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation.



KENNY C. GUINN
Governor

SCOTT K. SISCO
Interim Director

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
Nevada State Historic Preservation Office
100 N. Stewart Street
Carson City, Nevada 89701

RONALD M. JAMES
State Historic Preservation Officer

June 22, 2004

Courtney Mooney
Historic Preservation Officer
Las Vegas (City of)
Planning and Development
731 S. Fourth St.
Las Vegas, NV 89101

Re: 2004 Historic Preservation Fund (HPF) Award Confirmation

Courtney
Dear Ms. Mooney:

The State Historic Preservation Office finished its HPF grant selection for the 2004 calendar year in mid-March. As administrator of this program, the State Historic Preservation Office would like to take this opportunity to point out several items of importance.

1. This letter serves to confirm your HPF award of \$40,000.00
2. The HPF award is from the National Park Service (NPS) and requires a minimum 40% contribution from the grantee. Enclosed is the official list of awarded projects for 2004.
3. Project work may not commence until a funding agreement has been signed.
4. Project costs cannot be incurred or obligated until all participants (SHPO and your organization) have signed the funding agreement.

Our office looks forward to working with you on your project. Please call us with any questions.

Ronald M. James, State Historic Pres. Officer	775-684-3440	rmjames@clan.lib.nv.us
Kelly Osborne, Grants Manager	775-684-3446	kmosborn@clan.lib.nv.us
Alice M. Baldrice, Deputy SHPO	775-684-3444	ambaldri@clan.lib.nv.us
Mella R. Harmon, Architectural Historian	775-684-3447	mrharmon@clan.lib.nv.us
Rebecca R. Ossa, Architectural Historian	775-684-3441	rrossa@clan.lib.nv.us
State Historic Preservation Office-fax number	775-684-3442	

Sincerely,

Ronald M. James
State Historic Preservation Office

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1 Agreement and A-133 (Single Audit Act). Universities must comply with OMB Circulars
2 A-21, A-110, and A-133, and nonprofit organizations must comply with OMB Circulars A-
3 122 and A-133. Comply with the Secretary of the Interior's Standards and Guidelines for
4 Archaeology and Historic Preservation. Comply with all directives issued by the STATE
5 and the Department of the Interior. The Guidelines and application forms for the State
6 Historic Preservation Office are hereby incorporated by reference as part of this binding
7 agreement.

8 2. At all times during regular business hours or at an agreed to time and as often as the
9 STATE requires, permit authorized representatives of the state and federal government
10 full and free access to the project and to the accounts, records, and books of the
11 APPLICANT relative hereto, including the right to make transcripts from such
12 accounts, records, and books. Such accounts, records, and books must be retained for
13 three (3) years after the completion of the project.

14 3. To the extent authorized by law, the APPLICANT agrees to indemnify and hold the
15 State of Nevada, its agents and employees harmless from any loss, damage, liability,
16 cost or expense to the person or property of another which was caused by the negligence
17 of the APPLICANT, its officers, employees and agents under this agreement.

18 4. Not use federal money to match grant money offered through this Agreement, unless
19 specifically allowed to do so under special federal enabling legislation.

20 5. Provide the STATE with progress reports in a format prescribed by the STATE during
21 the term of the grant. Due dates are QUARTERLY.

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1 6. Submit reports, including expenditure (financial) and progress (programmatic)
2 quarterly. A final completion report shall be submitted by the APPLICANT in a format
3 prescribed by the STATE within ten (10) days of the completion of the project named
4 herein. A progress report must also be included with each request for Reimbursement.

5 7. Maintain:

6 a) An accurate record of all cash and in-kind expenditures related to the project.

7 Records must be supported by source documentation. All volunteer services
8 claimed as nonfederal share must be documented through time cards or records
9 signed by both the volunteer and project supervisor.

10 b) A special account for the project so that an exact itemization of project
11 expenditures can be submitted by check number along with copies of canceled
12 checks, itemized invoices, and properly documented time sheets.

13 c) A comparison of actual expenditures with budgeted amounts for the
14 Agreement.

15 8. Notify the STATE immediately in writing of problems or changes in scope of work,
16 budget, product, and performance reporting. No changes can be made without prior
17 written approval from the STATE.

18 9. Following the notification of the grant award and before work begins, the APPLICANT
19 will attend a project meeting with the STATE grants manager. It is the responsibility of
20 the APPLICANT to coordinate the meeting date and time with the grants manager.

21 FURTHER, THEREFORE, the parties to this Agreement acknowledge and will comply with
22 the following general terms:

23 1. Payment of the grant shall be made upon compliance with the terms of the Agreement,
24 including but not limited to:

- 1 a) An inspection by the STATE to ensure that work has been completed
2 satisfactorily in accordance with the terms of this Agreement.
- 3 b) Submission of satisfactory progress reports as referred to above.
- 4 c) Submission of a Certificate of Eligible Actual Costs/Request for
5 Reimbursement that must be executed by the person in charge of the project.
6 Copies of all original bills from contractors, suppliers, and vendors, and proof
7 of payment of those bills to assure evidence of compliance prior to
8 reimbursement shall accompany the request. Said reimbursement shall not
9 exceed 60 percent (60%) of the request for reimbursement costs, or the full
10 value of the grant, whichever is less.
- 11 d) The STATE may, at its discretion, retain 10 percent (10%) of the total federal
12 portion until the STATE receives the final completion report and has accepted
13 its content.
- 14 e) Progress payments may be made at the discretion of the STATE upon
15 completion of distinct phases of work provided that the above-mentioned
16 conditions have been met for each phase of work.
- 17 f) Any progress payment made by the STATE shall not constitute nor be
18 construed as a waiver by the STATE of any breach of covenant or any default
19 which may exist on the part of the APPLICANT, nor shall any such breach or
20 default impair or prejudice any right or remedy available to the STATE.
- 21 2. The STATE shall have no liability for payment except to the extent of the receipt of
22 such funds from the Department of the Interior.
- 23 3. The STATE may terminate this Agreement for reason of default by the APPLICANT.
24 Any of the following events shall constitute default:

- a) Termination by the grant by reason of fault of the APPLICANT;
 - b) Failure by the APPLICANT to observe any of the covenants, conditions, warranties of this Agreement and its Incorporated provision;
 - c) Failure by the APPLICANT to make progress on the grant;
 - d) Unsatisfactory financial conditions by the APPLICANT which endanger the performance of the grant;
 - e) Delinquency by the APPLICANT in payment of taxes or of the costs of performance of the grant in ordinary course of business;
 - f) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the APPLICANT's property, or institution of bankruptcy, reorganization arrangement, or liquidation proceedings by or against the APPLICANT; and/or Commission of an act of bankruptcy.
4. In the event APPLICANT fails to appropriate or budget funds for the purposes as specified in this agreement, STATE consents to termination of this agreement. In such event, APPLICANT shall notify STATE in writing and the agreement will terminate on the date specified in the notice. Both parties understand that a funding-out provision is required by NRS 244.320 and NRS 354.626.
 5. Upon occurrence of any of the above conditions, the STATE may, upon written notice to the APPLICANT, withhold further reimbursements for a period of thirty (30) days. After such written notice to the APPLICANT, the STATE may take the following additional actions as appropriate:
 - a) Terminate all or any part of the balance of the grant.
 - b) Demand immediate repayment of all or part of any reimbursements made to the APPLICANT.

- 1 6. If the APPLICANT fails to comply with the Secretary of the Interior's Standards and
2 Guidelines for Archaeology and Historic Preservation or any of the terms of this
3 Agreement; the STATE shall have the right to file suit, in law or equity. The purpose
4 of the suit shall be to cause the APPLICANT to cure said violations or to obtain the
5 return of funds granted to the APPLICANT by the STATE. Such suit may be brought
6 in the District Court of the county in which the property is located.
- 7 7. The commencement date for all work to be performed under this Agreement is July 15,
8 2004. The termination or end date is June 30, 2005. No work performed at any time
9 other than described in this paragraph shall be considered as an eligible activity for
10 reimbursement purposes. Request for reimbursement for activity from July 15, 2004 to
11 June 30, 2005 must be submitted by July 15, 2005 and will not be allowable for
12 reimbursement or as match after that date. Requests that have not been received at the
13 office of the STATE by this date shall not be paid pursuant to this funding agreement.
- 14 8. This funding agreement shall be construed and interpreted according to the laws of the
15 State of Nevada.
- 16 9. Audits may be required by the STATE. Such audits shall be at the expense of the
17 APPLICANT.
- 18 10. The STATE in accordance with the Office of Management and Budget (OMB) Circular
19 A-133, for the Single Audit Act, requires:
- 20 a) Non-Federal entities that expend \$500,000 or more in a year in Federal awards
21 to have a single or program-specific audit conducted for that year.
- 22 b) Non-Federal entities that expend \$500,000 or more in a year in Federal awards
23 shall have a single audit conducted except when they elect to have a program-
24 specific audit conducted in accordance with paragraph (c) of this section.

1 c) Program-specific audit election. When an auditee expends Federal awards
2 under only one Federal program (excluding R&D) and the Federal program's
3 laws, regulations, or grant agreements do not require a financial statement audit
4 of the auditee, the auditee may elect to have a program-specific audit.

5 d) Exemption when Federal awards expended are less than \$500,000. Non-
6 Federal entities that expend less than \$500,000 a year in Federal awards are
7 exempt from Federal audit requirements for that year, except as noted in
8 Circular A-133, but records must be available for review or audit by
9 appropriate officials of the Federal agency, pass-through entity, General
10 Accounting Office (GAO) and State.

11 11. In any news release or printed material describing or promoting the project or any
12 material produced as a result of the grant, appropriate credit shall be given to the
13 STATE and the Department of the Interior by the phrase: "This project has been
14 funded with assistance of the Nevada State Historic Preservation Office through a
15 Department of the Interior grant." Printed material, where space allows, should include
16 language outlined in paragraph 12.

17 12. An acknowledgment of National Park Service support must be made in connection with
18 publication or dissemination of any printed, audio-visual, or electronic material based
19 on, or developed under, a result of this Agreement shall include the following
20 statements:

21 The [insert activity] that is the subject of this [insert type of
22 publication] has been financed in whole or in part with federal
23 funds from the National Park Service, U.S. Department of
24 Interior, and administered by the State Historic Preservation

1 Office. The contents and opinions, however, do not necessarily
2 reflect the views or policies of the United States Department of
3 the Interior or the State Historic Preservation Office. This
4 program receives federal financial assistance for identification
5 and protection of historic properties. Under Title VI of the Civil
6 Rights Act of 1964, Section 504 of the Rehabilitation Act of
7 1973, and Age Discrimination Act of 1975, as amended, the U.S.
8 Department of the Interior prohibits discrimination on the basis
9 of race, color, national origin, disability or age in its federally
10 assisted programs. If you believe you have been discriminated
11 against in any program, activity, or facility as described above, or
12 if you desire further information, please write to: Office of Equal
13 Opportunity, National Park Service, 1849 C Street, NW,
14 Washington, DC 20240.

15 13. A draft project report will be submitted for STATE review to the State Historic
16 Preservation Office no later than May 30, 2005. The product must comply with the
17 Secretary of the Interior's Standards and Guidelines for Archaeology and Historic
18 Preservation.

19 14. Final product reimbursement will not be made if the product does not meet the
20 Secretary of Interior's Standards or terms of this Agreement.

21 15. The final product/report (See Attach. A) must be submitted to the STATE no later than
22 July 15, 2005.

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1 16. The APPLICANT shall provide the STATE with an acceptable final report of the
2 project, including a comparison of completed activities and budget to those in the
3 approved Funding Agreement.

4 IN WITNESS WHEREOF, the parties hereto have caused this Historic Preservation Funding
5 Agreement to be signed and intend to be legally bound thereby.

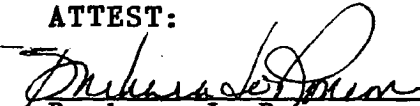
6 APPLICANT-LAS VEGAS (CITY OF) ~~PLANNING AND DEVELOPMENT~~

7 Signature:  Date: 2/11/2005

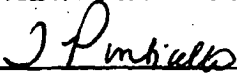
8 Name (print): Oscar B. Goodman

ATTEST:

9 Title (print): Mayor

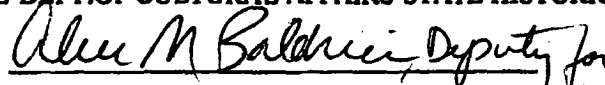

Barbara Jo Renemus, City Clerk

10 REVIEWED AS TO FORM (APPLICANT):

11 By:  1/11/05 Date: _____

12 Attorney

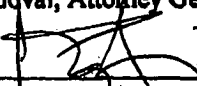
14 STATE-DEPT. OF CULTURAL AFFAIRS-STATE HISTORIC PRESERVATION OFFICE

15 By:  Deputy for Date: 3/9/05

16 Ronald M. James, State Historic Preservation Officer

17 REVIEWED AS TO FORM ONLY (STATE):

18 Brian Sandqvist, Attorney General

19 By:  3/15/05

20 Ed Irvin, Deputy Attorney General

Date

ATTACHMENT A-1

SCOPE OF WORK

Project Title: Survey and inventory of multiple areas in the City of Las Vegas using National Park Service (NPS) funds.

This project will support the completion of the following:

- Task 1-Survey and Inventory of the Huntridge Neighborhood in the City of Las Vegas
- Task 2- Survey and Inventory of the Berkley Square Neighborhood in the City of Las Vegas
- Task 3-Multiple Property Nomination for historic wedding chapels and/or historic motels within Scenic Byways boundaries (Las Vegas Blvd., from Sahara to Washington Avenues)

State Historic Preservation Office (SHPO) and NPS Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation unless otherwise approved by the SHPO.
2. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO *before* work begins.
3. If any changes are made to the project, the applicant/grantee must submit updated visual and/or written specifications for the proposed work before any work commences and for written approval from the SHPO.
4. The applicant/grantee will provide the SHPO with quarterly updates on project progress, on quarterly;
5. The applicant/grantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by State accounting practices or that are outside the terms of this agreement; the applicant/grantee will refund the amount to the SHPO.

ATTACHMENT A-2 BUDGET		
Participant:	Las Vegas (City of)	
	Planning and Development	
Project Title:	Survey and inventory of multiple areas in the City of Las Vegas	
Termination Date:	6/30/2005	
Project ID#	32-04-19329(6)	
Federal Share:	National Park Service	\$ 40,000.00
Non-Federal Share:	Las Vegas (City of)	\$13,333.33
	Total:	\$ 53,333.33
Itemized Budget:	Consultant Services per scope-of-work	\$40,000.00
	Total Federal:	\$ 40,000.00
	Personnel Services-A. Moritz-Smith	\$ 6,246.80
	Personnel Services-D. Turner	\$ 5,649.55
	Supplies	\$ 1,436.98
	Total Non-Federal:	\$ 13,333.33
	Total Project Costs:	\$ 53,333.33

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The Applicant hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal

grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.
CITY OF LAS VEGAS



Signature of Authorized Certifying Official

Mayor

Title

Oscar B. Goodman

Authorized Certifying Official (*print name*)

3/2/2005

Date Submitted

LAS VEGAS (CITY OF)-PLANNING AND DEVELOPMENT

Applicant/Organization

731 S. Fourth St., Las Vegas, NV 89101

Applicant/Organization Mailing Address

Nevada State Historic Preservation Office

Bureau or Office Extending Assistance

Approved as to form:

 1/13/05

Date

ATTACHMENT E

ASSURANCE OF COMPLIANCE WITH THE ANTI-KICKBACK ACT OF 1934

This statement is to certify that as an applicant for historic preservation funding, I will abide by the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874). The act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in any aspect of the project to give up any part of the compensation to which he is otherwise entitled.

I hereby acknowledge that I will comply, and notify all contractors of their need to comply with this act.

CITY OF LAS VEGAS


Signature of Applicant

3/2/2005
Date (print)

Oscar B. Goodman
Applicant (print)

Approved as to form:

J. P. ... 1/13/05
Date

Mayor
Title (print)

LAS VEGAS (CITY OF)-PLANNING AND DEVELOPMENT
Organization

ATTACHMENT F

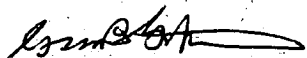
LOBBYING WITH APPROPRIATED FUNDS

Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business."

Thus, cost associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to Historic Preservation Fund – assisted grants, either on a direct or indirect cost basis.

CITY OF LAS VEGAS


Signature of Applicant

3/2/2005
Date (print)

Oscar B. Goodman

Applicant (print)

Approved as to form:

J. Pambicello 1/13/05
Date

Mayor

Title (print)

LAS VEGAS (CITY OF)-PLANNING AND DEVELOPMENT

Organization

ATTACHMENT G

CONFLICT OF INTEREST

Effective October 1, 1990 the following provision will apply:

The subgrantee agrees to the following and will include the following language in any contracts supported by is grant.

Neither the grantee, nor its subgrantees or subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the State Historic Preservation Office, including the Board for Museum's and History shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

CITY OF LAS VEGAS



Signature of Applicant

3/2/2005

Date (*print*)

Oscar B. Goodman
Applicant (*print*)

Approved as to form:

J. P. Pamblico 1/13/05
Date

Mayor
Title (*print*)

LAS VEGAS (CITY OF)-PLANNING AND DEVELOPMENT
Organization

APPLICATION FOR HISTORIC PRESERVATION
GRANT-IN-AID FOR STATE HISTORIC PRESERVATION OFFICE

PLEASE READ GUIDELINES FOR HISTORIC PRESERVATION GRANTS BEFORE COMPLETING THIS APPLICATION.

INSTRUCTIONS:

1. Type or print all entries. If a question is not applicable, enter "N/A".
2. If additional space is required, please use continuation sheet.
3. Applications must be signed by applicant.
4. A signed and notarized affidavit must be enclosed with application.

COMPLETE THE FOLLOWING FOR ALL PROJECTS.

1. List the grant applicant's name, affiliation (if appropriate), address and telephone number.

City of Las Vegas

Planning and Development Department

731 So. 4th Street

Las Vegas, NV 89101

Is the applicant a representative of the owner (s)?

 Yes X No

2. Please indicate the type of project work.

 Development

 Pre-Development

 X Preservation planning

 X Public Education

 X Public Relations

 Other (specify):

3. List the project name and area.

Project Name: City of Las Vegas Historic Resource Survey

Area or Neighborhood: Huntridge; Beverly Green/Southridge; West Las Vegas

City: Las Vegas County: Clark

4. Is the property area listed in the National Register of Historic Places? Yes X No

5. List the names, addresses, and telephone numbers of the principal project personnel (i.e. architects, engineers, archaeologists, historians, architectural historians, grants managers, etc.). Project principals must meet the applicable minimal professional qualifications in 35 CFR 61, Appendix A. Please enclose vitae with the application.

Courtney Mooney, City of Las Vegas, 702-229-5260

Bob Stoldal, Chairman, Historic Preservation Commission, 702-650-1110

6. Please list the name and phone number of a contact person.

Name: COURTNEY MOONEY Telephone: 702-229-5260

(Please note that should the project be selected for funding, a minimum of two project progress meetings will be required. In addition, monthly contact with the Division must be maintained for the duration of the project.)

7. Is the project located in an urban area of 25,000 or more population?

☒ Yes ☐ No

8. Will part, or all, of the project be contracted out?

☒ Yes ☐ No

If yes, please check the appropriate line indicating the procurement method(s) to be used. Please note that procurement documents are subject to SHPO review. Development projects must follow competitive procurement procedures.

- ☐ Small purchase procedures
☐ Competitive sealed bids
☐ Competitive negotiation
☒ Noncompetitive negotiation

9. would you be willing to hire minority personnel or minority owned businesses to perform project work?

☒ Yes ☐ No

10. Is the applicant a member of a minority group? Please see the definition in the guidelines.

☐ Yes ☒ No

If yes, please specify. _____

11. Is your business certified as a Minority Business Enterprise? Please see the definition in the guidelines.

☐ Yes ☒ No

12. Please provide below an estimate of project costs. Note: Any materials or labor donated to the project must be indicated. Provide additional specific detail on the continuation sheet.

PROPOSED BUDGET **SEE ATTACHMENT A**

Personnel: List positions, hourly rate, hours, and total amount for each position. Hourly rate of pay can not exceed \$36.00 per hour and can not exceed state and/or federal rates in specific personnel category. Hourly rate may include fringe benefits or fringe benefits may be separately included in the budget. Please specify the percent (%) of fringe benefits or show how you arrived at your calculations.

Researcher:	_____	hours @ \$ _____	= \$ _____
Photographer:	_____	hours @ \$ _____	= \$ _____
Project Director:	_____	hours @ \$ _____	= \$ _____
Administration:	_____	hours @ \$ _____	= \$ _____
Other (Specify):	_____	hours @ \$ _____	= \$ _____
	_____	hours @ \$ _____	= \$ _____

Subtotal:	\$ _____
Fringe Benefits:	\$ _____

Contractual Services: Include photographic services, reproduction, etc. Please explain or specify.

_____ = \$ _____

Travel: List the total miles at .27 cents/mile and total mileage cost. Per Diem rate per State of Nevada is \$5.50 for breakfast, \$6.50 for lunch, \$14.00 for dinner, and \$38.00 for lodging totaling \$64.00 per day.

Mileage: _____ miles at .27 cents per mile	= \$ _____
Per Diem	= \$ _____
Transportation costs (specify)	= \$ _____
Subtotal	= \$ _____

Operating: List estimated operating expenses relating to the project.

Photocopying	\$ _____
Film & Processing	\$ _____
Maps	\$ _____
Postage	\$ _____
Telephone	\$ _____
Utilities	\$ _____
Supplies (Specify)	\$ _____
Other (Specify)	\$ _____
	\$ _____
Subtotal	\$ _____

Indirect Cost: You may use this only if you have a pre-negotiated agreement with the federal government. Please see the guidelines.

_____ \$ _____

Other: Please specify.

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Project Costs \$ _____

13. How much federal funding are you requesting? \$ 45,200.00

Note: Federal share may not exceed 60% of the total project costs. Federal money may not be used to match the federal portion, unless the funding source is CDBG funds.

14. List each component of the nonfederal share. Give the exact nature of each source. Cash and In-Kind contributions are acceptable kinds of match. Identify how the matching share contributes to achieving the scope of work and is necessary and reasonable. See Attachment A

Example:

Donor: Applicant Source: Salaries
Amount: \$ xxxxxx Kind: Cash Date Available: xxxxxx

Donor: _____ Source: _____
Amount: _____ Kind: _____ Date Available: _____

Donor: _____ Source: _____
Amount: _____ Kind: _____ Date Available: _____

Donor: _____ Source: _____
Amount: _____ Kind: _____ Date Available: _____

Total NonFederal Share: \$ 25,445.00

Note:

Total of the amounts in items 13 and 14 must together equal Total Project Cost above.

15. SCOPE OF WORK

Please prepare a detailed scope of work. It should be no more than 2 pages long and concisely describe the work to be accomplished. If necessary, use the continuation sheet.

SEE ATTACHMENT B

[illegible]

16. PRODUCTS

Please specify, in detail, the products that will result from the proposed project (i.e. surveys, reports). Please note that originals of the project products must be submitted to the SHPO upon project completion unless otherwise arranged by prior agreement.

SEE ATTACHMENT C

17. Will you proceed with the project if the federal funding is not received?

☐ Yes ☒ No

18. How much time will you need to complete the project?

12 MONTHS

19. When will you be prepared to begin the project?

OCTOBER 2004

20. Indicate legal owner of property/area to be surveyed.

☐ Federal

Specify federal agency: _____

☐ State

☐ City/County

Specify City/County: _____

☒ Private multiowners: _____

☐ Single owner

List owner's name, address, and telephone number.

FOR ALL PROJECTS: In addition to the aforementioned material, you must also submit a sworn affidavit (form attached) certifying that matching funds are available. If a proposal has been prepared, please attach it to this application.

I HAVE READ AND COMPLETED THIS APPLICATION FOR HISTORIC PRESERVATION GRANT-IN-AID FOR A SURVEY AND/OR PLANNING PROJECT AND CERTIFY THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Courtney Mooney

NOVEMBER 18, 2003

Courtney Mooney

1608 Houssels Avenue-Las Vegas, Nevada-89104-(702) 858-3885-cmooney@lasvegasnevada.gov

EDUCATION

Columbia University, New York, New York. Master of Science in Historic Preservation, May 2001, Graduate School of Architecture, Planning, and Preservation. Preservation Planning Sector. Thesis: *Preserving the Palimpsest: Protecting the Urban Process and Historic Identity of Fremont Street, Las Vegas, Nevada.* Abstract available upon request.

University of Nevada-Las Vegas, Las Vegas, Nevada. Bachelor of Science in Architecture, May 1997, College of Architecture, Construction Management, and Planning.

Member of AIAS 1994 to 1996. AIAS Secretary 1995-1996. Dean's list 1995, 1997. Member of Golden Key Honor Society. Participated in UNLV Las Vegas Strip Charette, January 1996. Participated in Otis Elevator International Student Design Competition, 1997. Student member of Nevada State Governor's Mansion Restoration Project, 1996.

RELATED PROFESSIONAL EXPERIENCE

Urban Design Coordinator Historic Preservation Officer

City of Las Vegas, Planning and Development Department, Comprehensive Planning, Las Vegas, Nevada. Design development and guidelines for urban design projects and historic neighborhoods/sites/buildings and structures; project management; historic preservation. September 2003 to present.

Independent Historic Preservation Consultant 20th Century Preservation

Client: City of Las Vegas, Planning and Development Department, Comprehensive Planning, Las Vegas, Nevada. January 2002 to September 2003. Historic cultural resource survey of select downtown properties for preparation of survey report, and nomination drafts for National Register of Historic Properties and Las Vegas Historic Property Register for historic John S. Park Neighborhood, Las Vegas, Nevada.

Client: City of Henderson, Neighborhood Services Department, Henderson, Nevada. March to August 2003. Historic cultural resource survey of select historic neighborhoods.

Client: Western Management Associates, Carson City, Nevada. October 2002 to July 2003. Analysis of downtown redevelopment strategies, Carson City, Nevada, "Carson City Urban Development: Analysis of Plans and Surveys Conducted Over the Past 16 Years".

Intern

Francoise Bollack Architects, New York, New York. June 2000 to May 2001. Projects included window condition survey and preparation of construction bid package for historic building, assisting with construction drawings and print checking for New York State Capital building, Albany, NY.

Intern

Landmark Westl New York, New York. June 2000 to August 2000. Projects included preparation of nomination draft for Lincoln Center, NY, NY to the National Register of Historic Places. Assistance with the Landmark Westl Retail Assistance Program on West 72nd Street. General advocacy activities including letter-writing, fund raising, and educational outreach.

REFERENCES

Professional references provided from employer or college upon request.

AFFIDAVIT

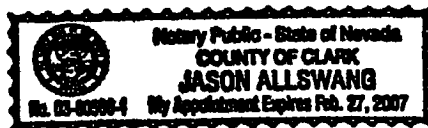
WHEREAS, the City of Las Vegas,
hereinafter referred to as APPLICANT, in the interest of the historic preservation project
commonly known as City of Las Vegas Historic Resource Survey
certifies that when and if a federal historic preservation grant is approved for the above-
referenced project that he/she shall have the necessary matching funds required pursuant to the
Historic Preservation Act (P. L. 89-665).

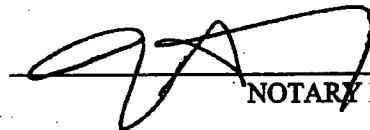
I HEREBY CERTIFY, as APPLICANT of \$ 45,200.00 in
historic preservation funds from the United States government, that I have available to me
acceptable match in the amount of \$ 25,445.00 as funds set aside for the project
named above.

Signed and dated this 18th day of November, 2003.


Signature of applicant

Subscribed and sworn to before me this 18th day of November, 2003.




NOTARY PUBLIC

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549 Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(Before Completing Certificates, read Instructions For Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor this principals is presently debarred suspended proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shell attach an explanation to this proposal

COURTNEY MOONEY, HISTORIC PRESERVATION OFFICER

Name and Title of Authorized Representative

Courtney Mooney
Signature

NOVEMBER 18, 2003

Date

CIVIL RIGHTS ASSURANCE

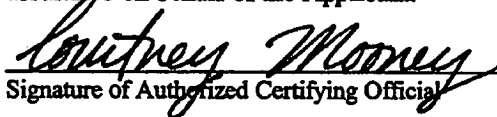
As the authorized representative of the applicant. I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. Seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefitted from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.


Signature of Authorized Certifying Official

HISTORIC PRESERVATION OFFICER

Title

CITY OF LAS VEGAS

NOVEMBER 18, 2003

Applicant/Organization

Date Submitted

731 S FOURTH ST

LAS VEGAS, NV 89101

Applicant/Organization Mailing Address

Bureau or Office Extending Assistance

Attachment A
PROPOSED BUDGET

Personnel (City Staff Fringe benefit of 35% included in hourly rate)

Project Director	Courtney Mooney	150 hours	\$40.00	\$6000.00
Project Analyst	Margo Wheeler	20 hours	\$58.00	\$1160.00
Staff Support	Adrienne Low	40 hours	\$35.00	\$1400.00
Admin Support		80 hours	\$23.00	\$1840.00
Graphic Artist		135 hours	\$33.00	\$4455.00
GIS Analyst		25 hours	\$35.00	\$ 875.00
Subtotal Personnel				\$15,730.00

Historic Preservation Commission (Volunteer)

Principals:				
Historian	Bob Stoldal	20	\$36.00	\$ 720.00
Historian	Dorothy Wright	20	\$36.00	\$ 720.00
Support:				
	Dave Millman	12	\$36.00	\$ 432.00
	Bob Bellis	12	\$36.00	\$ 432.00
	Dick Cuppett	12	\$36.00	\$ 432.00
	Mary Hausch	12	\$36.00	\$ 432.00
	Pat Klenk	12	\$36.00	\$ 432.00
	Janet White	12	\$36.00	\$ 432.00
	Chuck Baker	12	\$36.00	\$ 432.00
	James A. Veltman	12	\$36.00	\$ 432.00
	Felix DeHerrera	12	\$36.00	\$ 432.00
	Andrew Kirk	12	\$36.00	\$ 432.00

Subtotal Historic Preservation Commission: \$5760.00

City Supplies, Materials, Facilities, and Equipment

Equipment:		\$ 830.00
Facilities:		\$ 800.00
Supplies:		\$2325.00
	Film @ \$4.50/ea., 50 rolls	= \$ 225.00
	Processing @ \$22.00/roll, 36 exp.	= \$1100.00
	Paper	= \$1000.00
Subtotal City Equipment, Facilities, Supplies		\$3955.00

Application for Historic Preservation Grant-In-Aid
City of Las Vegas
November 2003

Total City of Las Vegas Participation/Total Non-Federal Share: \$25,445.00

Contractual Services

Conduct survey and inventory:

Professional Consultant @ \$36.00/hr, 25 hr/wk \$43,200.00

National Register Multiple Property Nomination report: \$ 1,000.00

Publication and printing of educational materials: \$ 1,000.00

Total Contractual Service/Total Federal Share: \$45,200.00

Total Project Cost \$70,645.00

**Attachment B
SCOPE OF WORK**

With the help of past Historic Preservation Grant-In-Aid awards, the City of Las Vegas has been able to accomplish a great deal of historic preservation projects. Most recently, the local and national designation of the John S. Park neighborhood was a tremendous success. Also, more than 600 buildings were surveyed in the downtown area, including the World War II housing developments Biltmore and Mayfair, and the oldest neighborhoods of West Las Vegas. In addition, a nomination for the Clark Avenue railroad underpass to the National Register of Historic Places was completed.

A positive result of our efforts is an increased historic awareness within these and other historic neighborhoods, encouraging cooperation in efforts to protect their historic value. Two such neighborhoods, including the WWII Huntridge development and the previously surveyed Biltmore Homes, have expressed interest in becoming designated as historic districts. The Huntridge neighborhood alone has roughly 650 WWII and post-WWII homes that will require an in-depth survey. Also, revitalization and public works projects continue to increase in the central, older areas of the City, directly increasing the probability that a project will impact historic resources. Within the last year much of the downtown area was rezoned for mixed-use, potentially threatening historic resources as land valuation rises. Identifying our valuable resources and neighborhoods will aid the City in its revitalization and planning efforts by informing the City departments of the location of these historic buildings and sites.

Due to these factors, the Historic Preservation Commission feels that continued surveys and research of our historic buildings and neighborhoods remains a high priority. Las Vegas has a significant amount of WWII and post-WWII housing tracts and in fact, these homes are our most plentiful historic resource at this time. In addition, the West Las Vegas survey needs to be built upon and expanded, including a more comprehensive study of those areas identified as most significant. Also, the Historic Preservation Commission feels that a more proactive education effort is needed in conjunction with the Neighborhood Services Department in the form of brochures and other educational materials informing residents of the historic value of their unique neighborhoods, as well as the publication and printing of a quarterly HPC newsletter.

The proposed work will build upon previous surveys, expand our inventory of WWII housing developments, and will help facilitate community education of our historic resources. The survey will cover parts of the Huntridge and post-WWII Beverly Green/Southridge neighborhoods, as well as parts of West Las Vegas. Work will also include the preparation of one National Register nomination, and the publication and printing of educational materials and newsletter. Possible sites include a multiple property nomination for significant African American houses of worship in West Las Vegas, and the Binion house, also in West Las Vegas. The completed surveys with backup materials and final report will be printed and placed in ring binders for distribution. All City departments involved in revitalization or public works projects will be given a copy of the final report. Copies will also be distributed to libraries and historical societies.

**Attachment C
WORK PRODUCTS**

- Historic resource inventory forms will be completed for appropriate buildings, sites and structures within the designated survey areas.
- A National Register nomination or multiple property nomination for a selected historic property(s) or structure will be completed.
- Copies of the survey and final report printed for distribution.
- Publication and printing of educational materials and quarterly newsletter.

**Attachment A - Revised
PROPOSED BUDGET**

Personnel (CLV Staff Fringe benefit of 35% included in hourly rate)

Project Director	Courtney Mooney	150 hours	\$43.00	\$6450.00
Project Analyst	Margo Wheeler	20 hours	\$58.00	\$1160.00
Staff Support	Kristen Stout	40 hours	\$31.00	\$1240.00
Admin Support	Kathy McDonald	80 hours	\$30.00	\$2400.00
Graphic Artist		135 hours	\$39.00	\$5265.00
GIS Analyst		25 hours	\$37.00	\$ 925.00

Subtotal Personnel				\$17,440.00

Historic Preservation Commission (Volunteer)

Principals:				
Historian	Bob Stoldal	20	\$36.00	\$ 720.00
Historian	Dorothy Wright	20	\$36.00	\$ 720.00
Support:				
	Dave Millman	12	\$36.00	\$ 432.00
	Bob Bellis	12	\$36.00	\$ 432.00
	Dick Cuppett	12	\$36.00	\$ 432.00
	Mary Hausch	12	\$36.00	\$ 432.00
	Pat Klenk	12	\$36.00	\$ 432.00
	Janet White	12	\$36.00	\$ 432.00
	Chuck Baker	12	\$36.00	\$ 432.00
	James A. Veltman	12	\$36.00	\$ 432.00
	Felix DeHerrera	12	\$36.00	\$ 432.00
	Andrew Kirk	12	\$36.00	\$ 432.00

Subtotal Historic Preservation Commission:				\$5,760.00

City Supplies, Materials, Facilities, and Equipment

Equipment:				\$ 830.00
Facilities:				\$ 800.00
Supplies:				\$2325.00
	Film @ \$4.50/ea., 50 rolls	=	\$ 225.00	
	Processing @ \$22.00/roll, 36 exp.	=	\$1100.00	
	Paper	=	\$1000.00	

Subtotal City Equipment, Facilities, Supplies				\$3,955.00

Total City of Las Vegas Participation/Total Non-Federal Share:				\$27,155.00

Application for Historic Preservation Grant-In-Aid
City of Las Vegas
November 2003

Contractual Services

Conduct survey and inventory:

Professional Consultant @ \$36.00/hr, approx. 19-20 hr/wk	\$37000.00
National Register Multiple Property Nomination report:	\$ 1000.00
Publication and printing of educational materials:	\$ 2000.00
Total Contractual Service/Total Federal Share:	\$40,000.00

Total Project Cost	\$67,155.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southeast Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the south side of La Madre Avenue, between Riley Street and Bonita Vista Street, APN 125-32-803-001 - County (near Ward 6 - Mack)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Thomason Consulting Engineers on behalf of Richmond American Homes of Nevada, Incorporated, owner (Dorrell Lane between Durango Drive and Campbell Road) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for a 7 foot wide area of landscaping on Dorrell Lane extending approximately 572 feet adjacent to the property line, a 5 foot wide area of landscaping on Elkhorn Road extending approximately 238 feet adjacent to the property line, and landscaping of the medians on Elkhorn Road extending 335 feet adjacent to the property line consisting of landscaping to meet Town Center landscaping requirements for the proposed Whitney Heights 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" (Dorrell Lane)
2. Copy of Encroachment Exhibit "B" (Elkhorn Road)

MOTION:

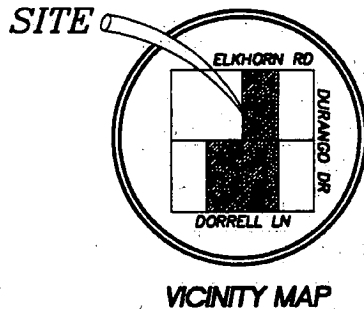
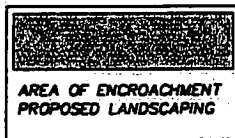
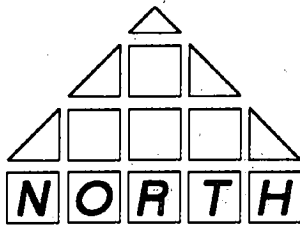
REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - UNANIMOUS with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986



VICINITY MAP

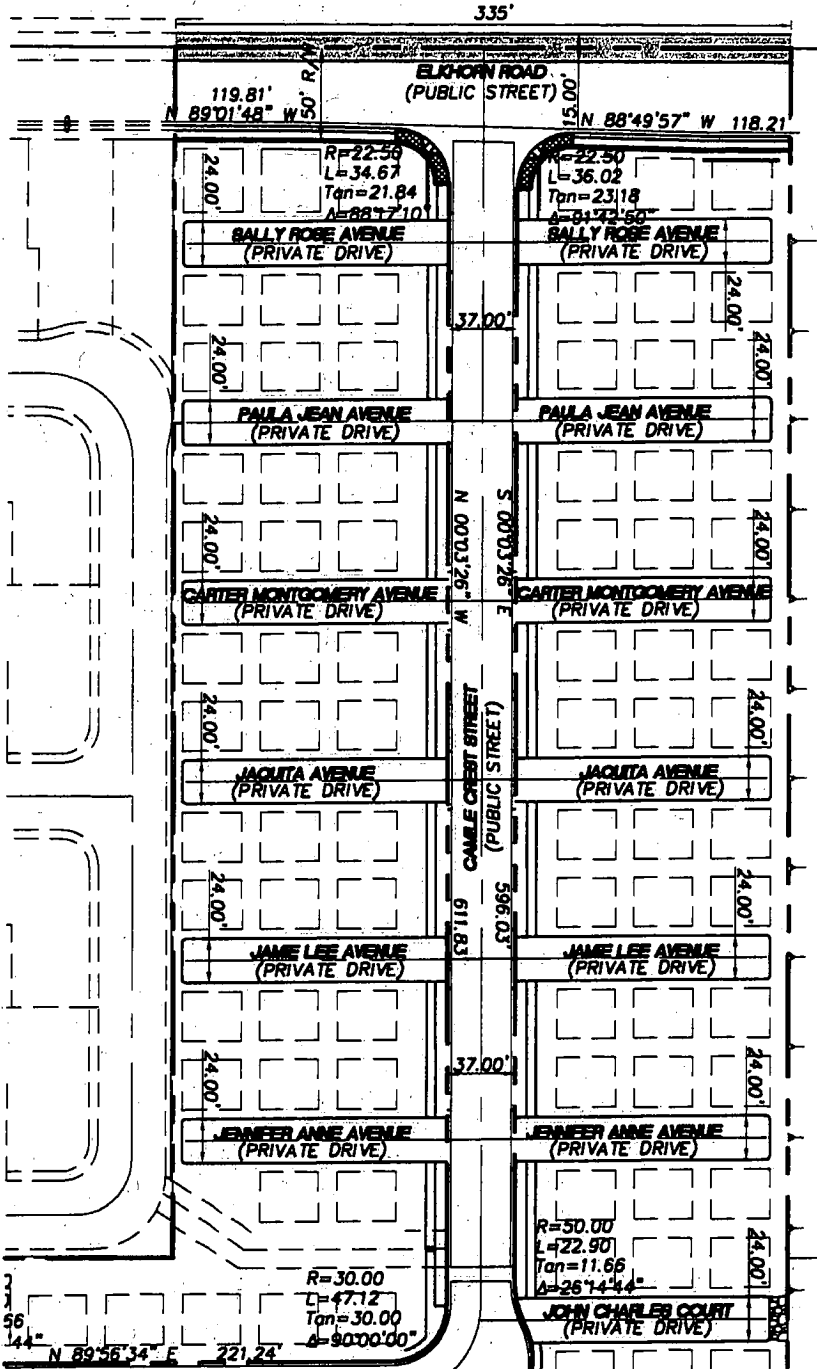
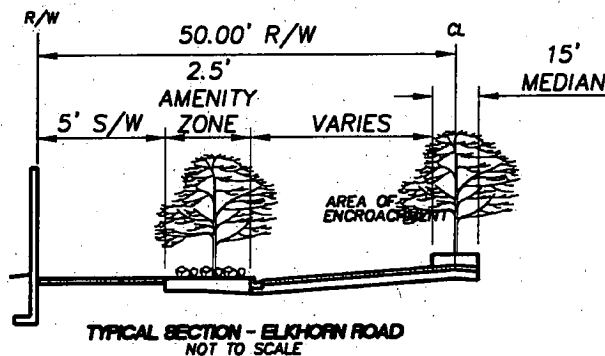


EXHIBIT "B"



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Lochsa Engineering on behalf of Streamline Tower, LLC, owner (southeast corner of Las Vegas Boulevard and Ogden Avenue) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Encroachment for Streamline Condominium Tower. See Agenda Memo Back-Up Documentation.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Encroachment Exhibit "A" (area bound by Las Vegas Boulevard, Ogden Avenue and Sixth Street)
3. Encroachment Exhibit "B" (cross sections of building foundations and canopy)
4. Encroachment Exhibit "C" (Las Vegas Boulevard, Ogden Avenue and Sixth Street building overhang)

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - UNANIMOUS with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF AN ENCROACHMENT REQUEST FROM
LOCHSA ENGINEERING ON BEHALF OF STREAMLINE TOWER, LLC, OWNER
(SOUTHEAST CORNER OF LAS VEGAS BOULEVARD AND OGDEN AVENUE) -
WARD 5 (WEEKLY)**

Building footings that will protrude 1 foot into the public right of way on the east side of Las Vegas Boulevard extending approximately 121 feet southward from Ogden Avenue and also on the west side of Sixth Street extending approximately 128 feet southward from Ogden Avenue. A canopy approximately 18 feet above the ground on the north side of the building facing Ogden Avenue protruding 8 feet into public right of way. The corners of the building will also hang above the public right of way beginning at approximately 67 feet from ground level at the southeast corner of Las Vegas Boulevard and Ogden Avenue and also at the southwest corner of Sixth Street and Ogden Avenue. The encroachments are for the proposed Streamline Condominium Tower. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

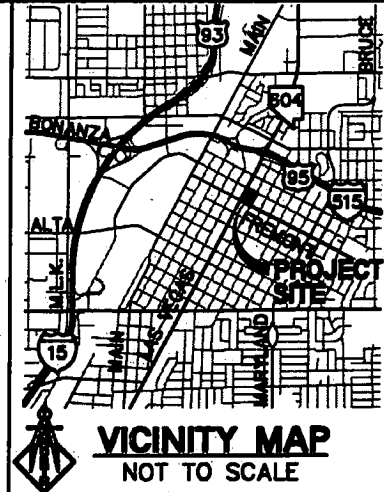
APN: 139-34-611-056

EXHIBIT 'A'

LINE TABLE			
LINE	LENGTH	BEARING	COMMENT
L1	149.99	S27°52'48"W	PL
L2	300.03	N62°04'36"W	PL
L3	149.99	N27°53'29"E	PL
L4	300.00	S62°04'36"E	PL
L5	120.47	S27°52'48"W	FOOTING
L6	269.05	S62°04'36"E	FOOTING
L7	128.13	S27°52'48"W	FOOTING

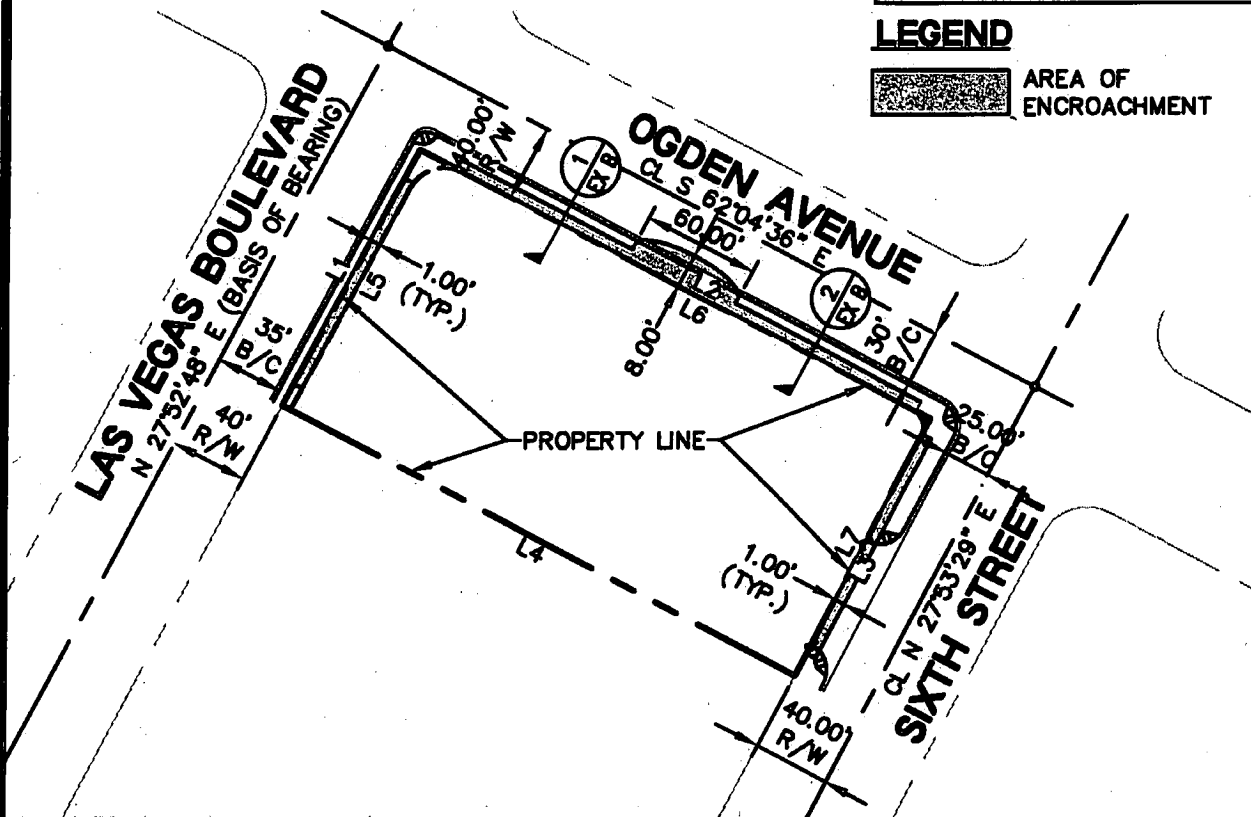


NO SCALE



LEGEND

 AREA OF ENCROACHMENT



LEGEND

CENTER LINE _____
ROW LINE _____
EASEMENT LINE _____

FILE NAME: 041188-ENCROACHMENT.dwg

SECTION LINE _____
PROPERTY LINE _____
ADJACENT PROPERTY LINE _____

DRAWN BY: LS SCALE: NTS
CHECKED BY: TS DATE: 12-14-04

LOCHSA ENGINEERING
6345 SOUTH JONES BLVD. SUITE 100
LAS VEGAS, NV 89118
P: 702 365-9312, F: 702 365-9317

**FOUNDATION
AND CANOPY
ENCROACHMENT**

**STREAMLINE
CONDOMINIUM TOWER**

PROJECT No.:

041188

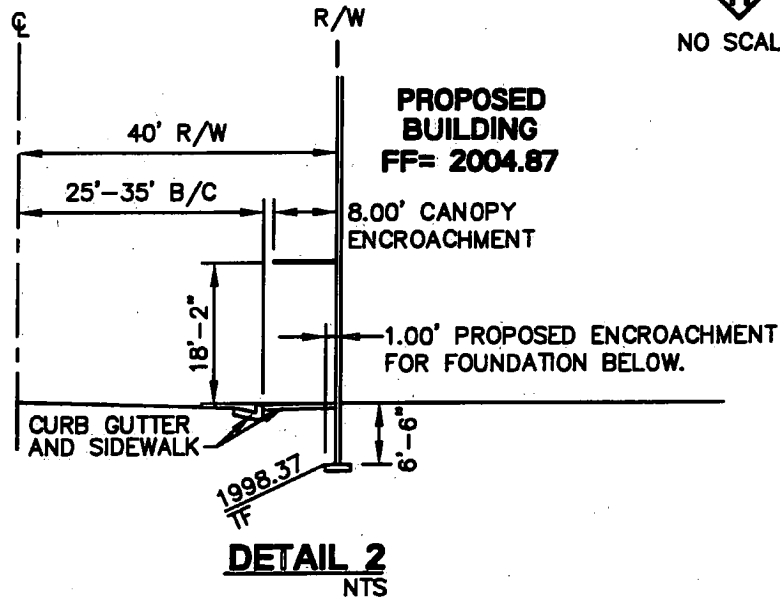
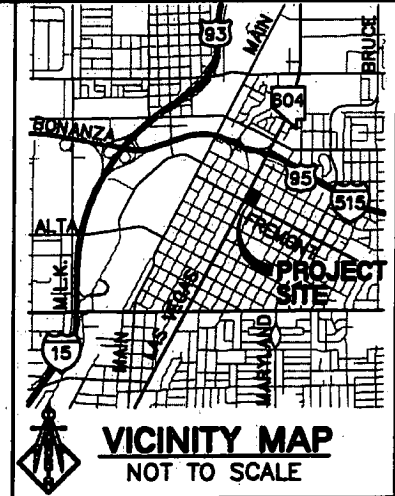
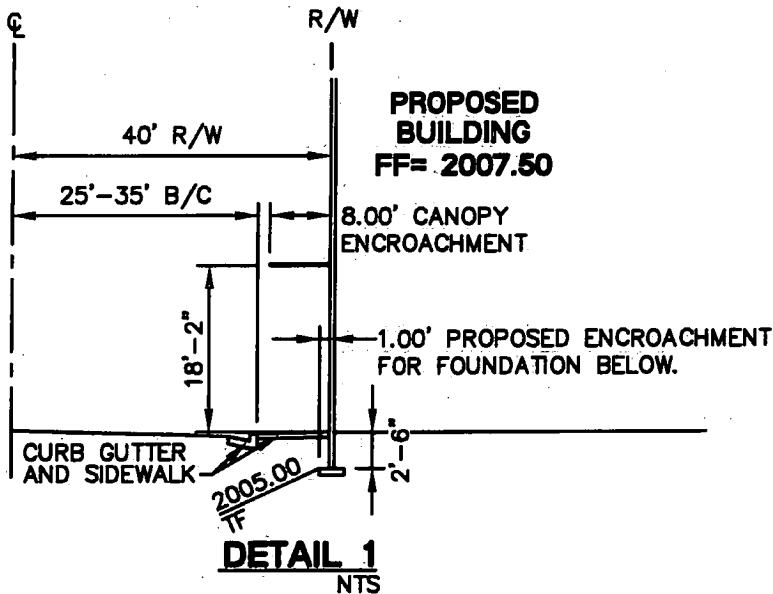
SHEET No.

EX A

SHEET 1 OF 3

APN: 139-34-611-056

EXHIBIT 'B'



LEGEND

CENTER LINE _____
ROW LINE _____
EASEMENT LINE _____

FILE NAME:

041188-ENCROACHMENT.dwg

SECTION LINE _____
PROPERTY LINE _____
ADJACENT PROPERTY LINE _____

DRAWN BY: LS SCALE: NTS
CHECKED BY: TS DATE: 12-14-04

LOCHSA ENGINEERING

6345 SOUTH JONES BLVD. SUITE 100
LAS VEGAS, NV 89118
P: 702 365-9312, F: 702 365-9317

FOUNDATION AND CANOPY ENCROACHMENT

STREAMLINE CONDOMINIUM TOWER

PROJECT No.:

041188

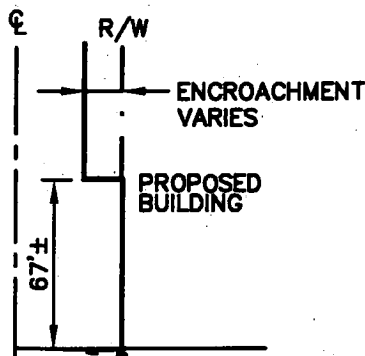
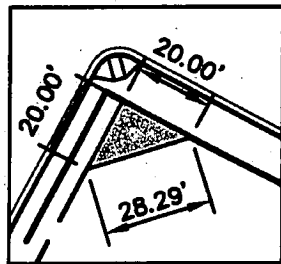
SHEET No.

EX B

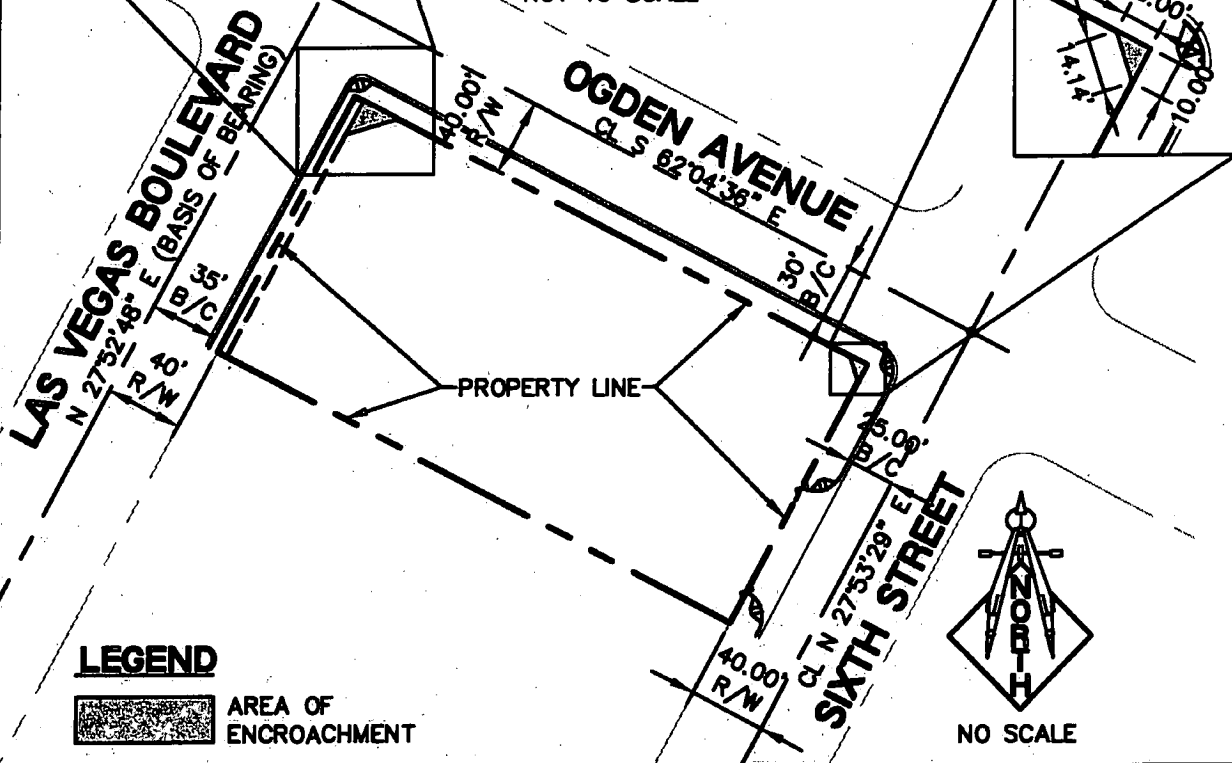
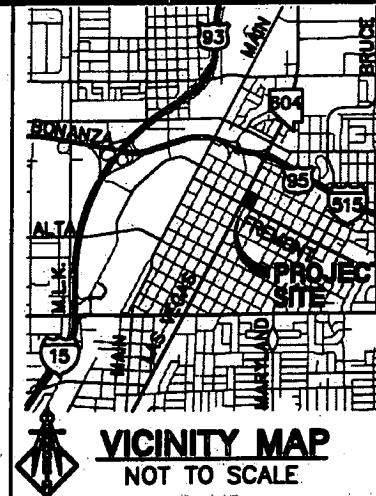
SHEET 2 OF 3

APN: 139-34-611-056

EXHIBIT 'C'



TYPICAL SECTION
NOT TO SCALE



LEGEND		FILE NAME: 041188-ENCROACHMENT.dwg	
CENTER LINE		SECTION LINE	
ROW LINE		PROPERTY LINE	
EASEMENT LINE		ADJACENT PROPERTY LINE	
DRAWN BY: LS	SCALE: NTS	BUILDING OVERHANG ENCROACHMENT STREAMLINE CONDOMINIUM TOWER	
CHECKED BY: TS	DATE: 01-03-05		
LOCHSA ENGINEERING 6345 SOUTH JONES BLVD. SUITE 100 LAS VEGAS, NV 89118 P: 702 365-9312, F: 702 365-9317		PROJECT No.: 041188	EX C SHEET 3 OF 3
		SHEET No.	

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Las Vegas Development Company, LLC, on behalf of Cardan Lindell North, LLC, owner (northwest corner of Sahara Avenue and Lindell Road) - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping at the northwest corner of Sahara Avenue and Lindell Road consisting of shrubs, rock and an irrigation system for the proposed Towbin Hummer dealership. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (northwest corner of Sahara Avenue and Lindell Road)
2. Copy of Encroachment Exhibit "B" (vicinity map)
3. Copy of Encroachment Exhibit "C" (cross-section)

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - UNANIMOUS with MACK not voting

MINUTES:

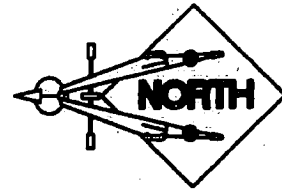
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(9:53 - 9:54)

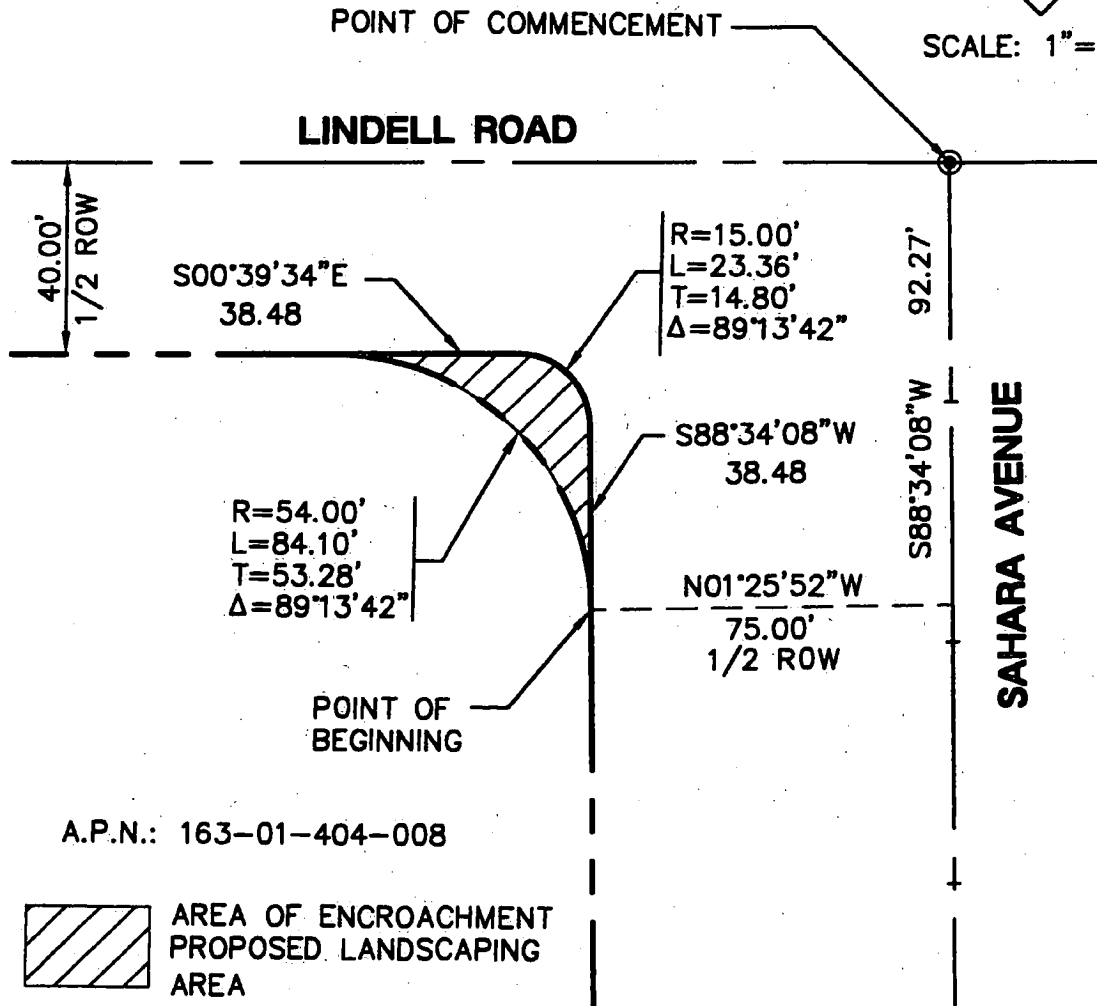
1-986

APN:163-01-404-008

EXHIBIT "A"



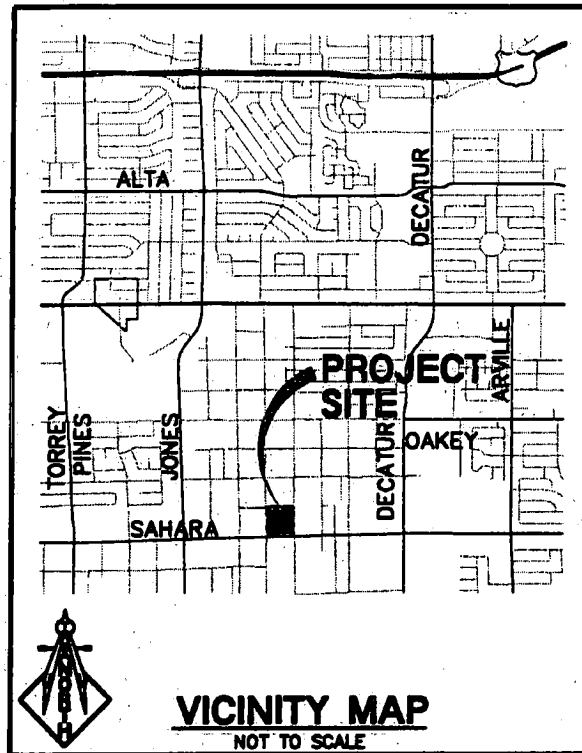
SCALE: 1"=40'



LEGEND		FOUND MONUMENTATION	FILE NAME:	041033.dwg
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ROW LINE			PROPERTY LINE	
EASEMENT LINE			ADJACENT PROPERTY LINE	
DRAWN BY: RAES	SCALE: 1"=40'	R-O-W DEDICATION EXHIBIT		PROJECT No.:
CHECKED BY: RS	DATE: 01/03/05			041033
LOCHSA ENGINEERING 6345 SOUTH JONES BLVD. SUITE 100 LAS VEGAS, NV 89118 P: 702 365-9312, F: 702 365-9317		TOWBIN HUMMER		SHEET No.
				C1
				SHEET 1 OF 3

APN:163-01-404-008

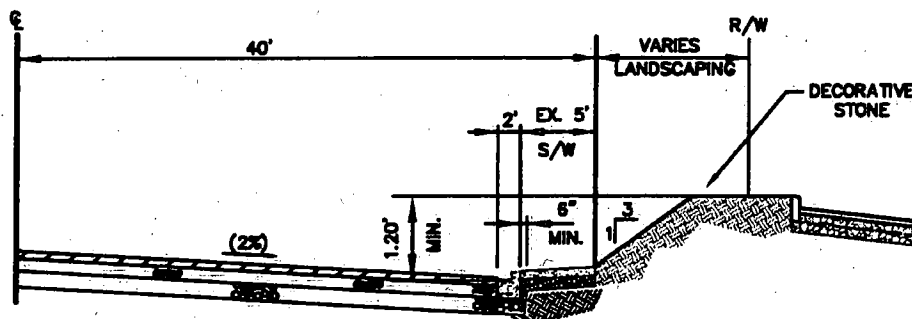
EXHIBIT "B"



LEGEND		FOUND MONUMENTATION		FILE NAME:	041033.dwg
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ROW LINE		PROPERTY LINE			
EASEMENT LINE		ADJACENT PROPERTY LINE			
DRAWN BY: RAES	SCALE: NONE	VICINITY MAP		PROJECT No.:	
CHECKED BY: RS	DATE: 01/03/05			041033	
LOCHSA ENGINEERING 6345 SOUTH JONES BLVD. SUITE 100 LAS VEGAS, NV 89118 P: 702 365-9312, F: 702 365-9317		TOWBIN HUMMER		SHEET No.	
				C2	
				SHEET 2 OF 3	

APN:163-01-404-008

EXHIBIT "C"



LEGEND FOUND MONUMENTATION		FILE NAME: 041033.dwg	
CENTER LINE		SECTION LINE	
ROW LINE		PROPERTY LINE	
EASEMENT LINE		ADJACENT PROPERTY LINE	
DRAWN BY: RAES	SCALE: NONE	TYPICAL SECTION	PROJECT No.: 041033
CHECKED BY: RS	DATE: 01/03/05		SHEET No.
LOCHSA ENGINEERING 6345 SOUTH JONES BLVD. SUITE 100 LAS VEGAS, NV 89118 P: 702 365-9312, F: 702 365-9317		TOWBIN HUMMER	C3
			SHEET 3 OF 3

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement with PBS&J for design of Rancho Road System-El Campo Grande Storm Drain (\$227,136 - Clark County Regional Flood Control District [CCRFCD]) - Ward 6 (Mack)

Fiscal Impact:

☐ No Impact	Amount:	\$227,136.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	CCRFCD

PURPOSE/BACKGROUND:

The project entails construction of approximately 4000 feet of storm drain conveyance facilities. The project is in the Clark County Regional Flood Control District's (CCRFCD) 2002 Las Vegas Valley Flood Control Master Plan Update (MPU) as Facility Number RCHO 0056. The proposed El Campo Grande Storm Drain will tie into the "existing" Durango Drive Improvements - Lone Mountain to Tropical (Durango Phase 2).

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR RANCHO ROAD SYSTEM – EL CAMPO GRANDE STORM DRAIN**

THIS AGREEMENT is made and entered into this 2ND day of February 2005, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and PBS&J (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Rancho Road System – El Campo Grande Storm Drain project (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted within the engineering profession.

1.03 Document Review. The 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 Consultant Representative. The Consultant's Representative is hereby designated as Matt Baird, P.E., Project Manager, who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The City Engineer or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 Review of Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. 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 and specifications 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.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City Engineer or his authorized representative may at any time, by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant under this Agreement.

3.02 Adjustment of Compensation. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, 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. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE SUB-CONSULTANT AGREEMENT

5.01 Sub-consultant Provisions. In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a sub-consultant for the performance of any of its obligations hereunder, the following provisions shall be included in each sub-consultant agreement:

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the sub-consultant for payment of the sub-consultant services until payment has been made to the Consultant by the City. If the City has paid the Consultant for said sub-consultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in subsection C of Section 10.05 of this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City Council or other person duly authorized to execute this Agreement (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside Two Hundred Twenty Seven Thousand One Hundred Thirty Six dollars (\$227,136) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed One Hundred Eighty Nine Thousand One Hundred Thirty Six dollars (\$189,136) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Thirty Eight Thousand dollars (\$38,000) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within thirty (30) days after the date of receipt by the City's Representative of the monthly invoice. Failure to pay the Consultant within a 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 Right of Set-Off. The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent, or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and 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.

7.06 Final Payment. Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 Performance Schedule. The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from the City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time that may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document that is to be reviewed by the City.

8.02 Revised Performance Schedule. If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be maintained for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent

portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 *Period of Maintenance.* The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 *Subcontract Provisions.* The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 *Suspension.* The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 *Termination for Convenience.* The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 *Termination for Default.* The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

(i) If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days, or

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant, then the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any invoice balance due the Consultant for services rendered, the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the invoice balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04. Ownership of Documents. Any and all plans, drawings, specifications and other documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but not for the construction of any other project.

10.05 Insurance.

A. **Coverages.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant and indirectly the City from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Consultant from claims arising out of performance of professional services caused by a negligent act or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

B. **Cancellation or Modification of Coverage.** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and its Comprehensive General Liability endorsed to waive subrogation against the City, its officers, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

C. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

D. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

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 (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, reasonable attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may

suffer as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent, reckless act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and costs of such defense (including reasonable attorney fees and court costs) against the Consultant.

10.07 Assignment. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license, and

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-

99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

10.10 Consultant's Employees. The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

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

10.13 Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 Severability. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 Confidentiality. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for

performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 Modification. All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO CITY: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT: PBS&J
2270 Corporate Circle, Suite 100
Henderson, Nevada 89074
Fax: (702) 263-7200

10.19 Prohibition Against Contingent Fees. The Consultant represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 Dispute Resolution.

A. Fee Disputes. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the City Engineer. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice prior to providing the services shall constitute forever a bar and a waiver of such claim.

B. *Non-Fee Disputes.* All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

C. *Right of Joinder.* In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

D. Notice of Claim. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. Notice of Arbitration. The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project or final payment to the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

F. Discovery. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. Award Final. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

10.21 Attorney Fees. The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 *Calendar Day.* All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

10.24 *Agreements Version.* This Agreement utilizes the City's standard form updated as of July 27, 2004.

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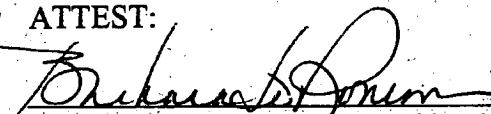
IN WITNESS WHEREOF, the parties have caused this Engineering Design Agreement for the Rancho Rd System - El Campo project to be executed the day and year first above written. Grande Storm Drain

CITY OF LAS VEGAS

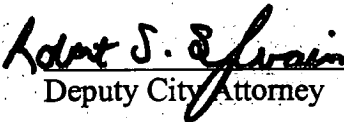
By: 
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 1-3-04
Deputy City Attorney Date

PBS&J

By: 

Its:

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	General Performance Schedule (Section 8.01)
Exhibit "E-1"	Detailed Performance Schedule (Section 8.01)
Exhibit "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

RANCHO ROAD SYSTEM EL CAMPO GRANDE STORM DRAIN

EXHIBIT "A" SCOPE OF SERVICES

PROJECT DESCRIPTION

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings and Special Provisions for the Rancho Road System El Campo Grande Storm Drain for collection and conveyance of storm flows into the Rancho Detention Basin. The Project entails construction of approximately 4000 feet of storm drain conveyance facilities. The Project is in the Clark County Regional Flood Control District's (CCRFCD) 2002 Las Vegas Valley Flood Control Master Plan Update (MPU) as Facility Number RCHO 0056. The proposed El Campo Grande Storm Drain will tie into the "existing" Durango Drive Improvements – Lone Mountain to Tropical (Durango Phase 2). VTN Nevada is currently preparing a Scope of Services for the expansion of the existing Rancho Detention Basin with a low flow system design for nuisance flow. Coordination with VTN is required during the design phase of this project.

DESIGN CRITERIA

The design shall conform to the standards published in the latest edition of the *Uniform Standard Drawings and Specifications for Public Works' Construction Off-Site Improvements, Clark County Area Nevada* as adopted by the City of Las Vegas. The design criteria for the following agencies will also be adhered to: Regional Transportation Commission (RTC); Clark County Regional Flood Control District (CCRFCD); City of Las Vegas (sanitary sewer, traffic, flood control, etc.); Nevada Department of Transportation (NDOT); Las Vegas Valley Water District (LVVWD); Southern Nevada Water Authority and other local utility providers.

Specific design references to be used on this project include the following:
(The latest versions/current editions will be used)

- *A Policy on Geometric Design of Highways and Streets (AASHTO)*
- *Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada*
- *Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume 1 and Volume II*
- *Manual of Uniform Traffic Control Devices*

- *Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual*
- *2002 Las Vegas Valley Flood Control Master Plan Update (MPU)*
- *1999 Revised City of Las Vegas Northwest Neighborhood Flood Control Master Plan*
- *Las Vegas Valley Water District Rules and Regulations*
- *Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada*
- *Design and Construction Standards for Wastewater Collection Systems, Southern Nevada*
- *Other Applicable Design Standards*

TASK 100 PRELIMINARY AND GENERAL ITEMS

105 Project Management

General project management, preparation of monthly invoices in the City's format, and coordinate the work of all subconsultants. The Consultant shall prepare a progress report to accompany each monthly invoice to document the amount of the payment requested for each task or subtask.

110 Kick-Off Meeting

Consultant shall prepare an agenda and schedule a kickoff meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice-To-Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project), introduce key personnel, establish lines of communications and clarify the City's, CCRFCD and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. By noon of the third business day following the kickoff meeting, the Consultant shall prepare and distribute draft meeting minutes to the City's Project Manager (an e-mail to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes by the end of the third business day following distribution of the draft minutes.

Deliverables: Project kick-off meeting
Agenda

Meeting Minutes

115 Progress Meetings

Attend sixteen (16) progress/coordination meetings to be held with the City, other agencies and utility companies as required. Progress meetings shall be conducted at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. By noon of the third business day, following each progress meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Project Manager (an email to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare final meeting minutes for distribution to all attendees by the end of the third business day following distribution of the draft minutes.

Deliverables: Progress Meetings
Progress Meeting Agendas
Progress Meeting Minutes

120 Project Coordination

Meetings will be held to review and discuss pre-design, 70%, 90% and 100% submittal comments. The review meetings may be held in lieu of, or in conjunction with, the regular progress meetings. By noon of the third business day, following the project coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Project Manager (an email to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare final meeting minutes for distribution to all attendees by the end of the third business day following distribution of the draft minutes.

Deliverables: Project Coordination Meetings
Project Coordination Meeting Agendas
Project Coordination Meeting Minutes

125 LVVWD Coordination

A portion of the proposed El Campo Grande Storm Drain (approx. 1300 feet) is to be located within LVVWD property. Consultant shall coordinate with the LVVWD to determine storm drain alignment, arrange coordination meetings with the City and LVVWD to address comments from LVVWD, prepare meeting minutes, and prepare legal description and exhibit for ROW/easement necessary for the storm drain alignment through the LVVWD property.

130 Clark County Coordination

A portion of the Project is within Clark County. It is anticipated that processing the design documents (plans, reports, and studies) will be through the Clark County Public Works. The Consultant shall coordinate with Clark County Public Works to process the submittals and obtain approvals for the design documents. Consultant shall arrange coordination meetings if necessary with the City and Clark County to address comments and resolve any design issues and prepare meeting minutes of these meetings for distribution.

TASK 200 PRELIMINARY DESIGN REPORT (PDR) – 30% Plans

205 Control Survey

Control surveys for the project will include aerial panels and establishing a coordinate system. The control survey will be tied to the City's established horizontal and vertical control network utilizing control information provided by the City. Existing monuments within the project limits will be tied into this control network. Consultant will establish roadway alignments from control information found in the field and record information provided by the City.

210 Design Surveys

Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial photography. Specifically these tasks shall include:

1. Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings.
2. Set panel locations for control in obtaining aerial topography by subconsultant. Topographic mapping to be at 1"=40' horizontal with a contour interval of 1 foot, based upon a published City benchmark.
3. Establish both horizontal and vertical control for the Project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and

vertical control points, Project alignment centerline indicating bearings, distances and control point coordinates.

4. Establish Project coordinate system.
5. All survey shall be in state plane coordinates (horizontal) and NAVD 88 (vertical).
6. Conduct field survey to identify and locate existing street improvements as necessary to supplement aerial topography. Collect field survey data along the storm drain facility alignment, including existing edge of pavement, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs. Obtain field survey shots at 100-foot intervals along the top of curbs, street centerline, edges of driveways and curb returns. Field survey shall extend a minimum of 25' for minor street intersections and 50' for major street intersections beyond curb returns of adjacent street.

215 Right-Of-Way

Consultant will use the City's right-of-way plats, Title Reports, Parcel Maps, Records of Survey and plats to identify and establish the right-of-way limits. Consultant will establish existing property lines and current owners and encumbrances in areas where right-of-way is to be acquired. Title Reports will be provided by the City. Consultant will identify the additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, prepare deeds and legal descriptions with property maps showing topo areas, easements and vesting. Prepare a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements). Where existing property is to be disturbed by construction, prepare 11" X 17" exhibits to be sent to affected property owners showing the location of temporary construction easements and the nature of the construction.

220 Horizontal Control Plan

Prepare a horizontal control plan to be included in the contract plans showing ties to existing monumentation, centerline bearings and distances, project benchmarks, etc. stamped by a Nevada PLS. A Record of Survey will be prepared, if needed.

225 Records Review and Information Research

Consultant shall review selected data and information from the City including assessor's maps, records-of-survey, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, survey datum, basis of bearing, bench mark(s), aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development. In addition, the Consultant shall conduct field investigations as necessary during the length of the project.

230 Review and Analysis of Collected Data

The Consultant will conduct a field investigation to determine the proper location of collection facilities. The field investigation will also aid in the establishment of problem flooding areas, existing facilities and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation for inclusion in the Preliminary Design Report.

The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project. This task includes review of the Design Report for Durango Drive Improvements, Lone Mountain to Road to Durango Drive and to identify flows to be collected at the intersection of Durango Drive and El Campo Grande.

235 Utility and Agency Coordination

The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location and size of their facilities. RTC's newly established Utilities Coordination Web site is to be utilized to identify new and /or existing utilities design and relocation by the respective utility agencies. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to:

- Clark County Regional Flood Control District (CCRFCD)
- City of Las Vegas Flood Control
- City of Las Vegas Sanitary Sewer
- City of Las Vegas Traffic Control

- City of North Las Vegas Flood Control
- Clark County Department of Public Works
- Nevada Division of Environmental Protection
- Nevada Department of Transportation
- Nevada Power Company
- Sprint Telephone
- Southwest Gas
- Cox Cable
- Freeway and Arterial Systems of Transportations (FAST)
- Las Vegas Valley Water District (LVVWD)
- Other local and state agencies as required

Deliverables: Full size set of preliminary plans to be sent to the Utility Companies

240 Permits

The Consultant shall identify all permits needed for the Project. Prepare all permit applications, documents and correspondence as required by the regulating agencies and assist the City in obtaining required permits including Federal, State, and local agencies, and others as required.

The Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Preliminary Design Report.

245 Geotechnical Investigation

The Consultant intends to use Ninyo and Moore as a sub-consultant in the performance of all geotechnical investigation for the Project. The work to be completed is as follows:

Perform a subsurface evaluation consisting of seven (7) soil borings to a minimum depth of approximately 5 feet below the bottom of the proposed storm drain facilities. The geotechnical investigation, analysis and draft and final reports shall include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.

- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the 7 borings if the groundwater level is above the bottom of the boring.
- Identify Caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the treatment and/or removal of unsuitable bearing soils.
- Make recommendations for trench safety during excavation.
- Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed (by PBS&J), field identified, and included in the plans.
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Make recommendation for trench patching.
- Prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

Deliverables: Submit four (4) copies of the draft and the final geotechnical investigation report to the City for review.

Submit two (2) copies of draft and the final geotechnical investigation report to CCRFCD for review.

250 **Drainage Study**

A hydrologic model using HEC-1 will be developed to establish flows for future conditions. The hydrologic model will identify future flow for the 100-year storm event. Previous hydrologic models will be reviewed. Peak 100-year flow rates will be established using the hydrologic models from the studies listed below. Modifications to these hydrologic models will be made if necessary based on the data collected for the Project.

The following studies will be reviewed in conjunction with the development of the hydrologic model:

1. 2002 Clark County Regional Flood Control District Las Vegas Valley Flood Control Master Plan Update.
2. City of Las Vegas Northwest Neighborhood Study (Revised 1999).
3. Durango Drive Improvements – Lone Mountain to Tropical (Durango Phase 2).
4. Additional studies as needed to complete the analysis.

Consultant shall conduct a preliminary hydraulic analysis of the proposed storm drain facility to determine preliminary sizes for the main line facility using flows as identified in the hydrologic analysis for the project. This will include using normal depth or approximate hydraulic methods to conservatively estimate the size of the storm drain facility and established inverts.

The City of Las Vegas will provide preliminary inlet vertical and horizontal location and design tail water (if any). PBS&J will use their final hydrologic analysis to perform preliminary hydraulic design of the storm drain.

PBS&J will provide VTN with preliminary storm drain size, peak discharge and discharge hydrograph.

VTN will design the detention basin inlet structure using that information, additional inflows from other watersheds determined by them and stage/storage/discharge from their detention basin enlargement design.

PBS&J will review VTN's inlet structure design and coordinate their final hydraulic design with VTN.

It is assumed that minor storm drain design revisions will be required of PBS&J based on VTN's inlet structure. However, major redesign of the storm drain based

on VTN's inlet structure design that could not have been reasonably anticipated by PBS&J is not a part of this basic scope of services.

255 Preliminary Plans

Preliminary drawings, plans and profiles, figures, typical cross sections, and tables will be developed to support analyses and recommendations for the storm drain facility. At a minimum a preliminary plan and profile of the storm drain with approximate storm drain facility sizes will be developed for inclusion in the Preliminary Design Report.

260 Preliminary Design Report

The results and summaries of the subtasks above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:

- Table of Contents
- Executive Summary
- Surveying Summary
- Identify need for Right-of-Way
- Construction Limits and Temporary Easement Requirements
- Inventory of existing conditions including photos
- Design Criteria and assumptions
- Utility issues and conflicts
- Opinion of construction costs including preliminary bid schedule, quantities, and total Project cost
- List of construction drawing sheets
- Outline of specifications and Special Provisions
- Preliminary drawings, plans and profiles, figures, typical cross sections, and tables to support analyses and recommendations
- Matrix of permits from Federal, State and local agencies, as required
- Draft Geotechnical Investigation
- Technical Drainage Study
- Project correspondence file, including meeting minutes
- Listing of record drawings and maps reviewed
- Submittal must be sealed by a Professional Registered Engineer (Civil) in the State of Nevada

Comments received on the PDR will be addressed in writing. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Hydraulic Design Report/Addendum to the PDR.

Deliverables: Submit eight (8) copies of the PDR to the City.

Submit two (2) copies of the PDR to CCRFCD.

Submit one (1) copy of the PDR to City of North Las Vegas.

Submit one (1) copy of the PDR to Clark County Public Works.

TASK 300 70% DESIGN AND CONSTRUCTION DOCUMENTS

305 Detailed Hydraulic Analysis

The Consultant shall develop a detailed hydraulic model for the storm drain facility using the WSPG computer program. The hydraulic model will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The main line storm drain facility and lateral pipes will be included in the hydraulic model. A hydraulic evaluation of confluence structures and the inflow structure to the Rancho Detention Basin will also be completed.

310 Hydraulic Design Report/Addendum to the PDR

Documentation of the hydraulic analysis completed under task 305 will be compiled and submitted in a Hydraulic Design Report/Addendum to the PDR. This report will also include any information, calculations or models that were revised since the PDR was submitted under task 200. Comments received on the PDR will be addressed in this submittal as well.

Deliverables: Submit eight (8) copies of the Addendum to the PDR to the City.

Submit two (2) copies of the Addendum to the PDR to CCRFCD.

Submit one (1) copy of the Addendum to the PDR to the City of North Las Vegas.

Submit one (1) copy of the Addendum to the PDR to Clark County Public Works.

315 70% Submittal

The 70% plans are to be prepared for the overall Project alignment and limits. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1"=40' scale and appropriate vertical scale with stationing from left to right. All plans or drawings shall be prepared on 24" x 36" sheets. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale. Plans shall be identified with the level of design with engineer's seal in accordance with NRS 625. The 70% plans shall include but not limited to, plan and profile sheets, location of known existing utilities, storm drain facilities, construction details and cross sections and to include:

- City standard cover sheet identifying Project participants and note sheet with plan index, vicinity map, general notes, benchmark, and basis of bearings.
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation, and sheet index.
- Overall Demolition Plans identifying the limit of removal items.
- Typical Cross Section Sheets
- Plan and Profile sheets: Consultant shall prepare storm drain plan and profiles to 70% completion with locations of curb and gutter removal and replacements, driveways encroachments with APN numbers and preliminary utilities adjustments shall be shown
- Collection System Drop Inlets
- Structural Drawings and Junction Structures (excludes reinforcement steel details)
- Enlargement Details and Utility relocations
- Details Sheets

Deliverables: Submit ten (10) copies of the half size plans (12" x 18"), two (2) copies of full size plans (24" x 36"), bound Special Provisions and 70% cost estimate by funding source to the City.

Submit two (2) copies of the half size plans, bound Special Provisions and 70% cost estimate by funding source to CCRFCD.

Submit one (1) copy of the half size plans, bound Special Provisions and 70% cost estimate by funding source to the City of North Las Vegas.

Submit one (1) copy of the half size plans, bound Special Provisions and 70% cost estimate by funding source to Clark County Public Works.

Submit copies of plans to NPCo, Southwest Gas Company, Sprint, Cox Communications, LVVWD, and all other utilities as necessary for review by the utility companies.

TASK 400 90% DESIGN AND CONSTRUCTION DOCUMENTS

405 Design Review Workshop

Coordinate and conduct a Design Review Workshop with the City and CCRFCD and review the comments on the 70% Submittal. Address 70% comments in writing and incorporate all review comments from the 70% review meeting into the Plans, Specifications and other Documents.

410 Final Design Report

Compile all comments and written responses to comments along with all final design information, calculations and models and include in a stand alone Final Design Report to be used as a record of the basis of design for the project. The Final Design Report shall include all information included in the Preliminary Design Report and Hydraulic Design Report/Addendum to the PDR and all associated revisions made as applicable.

Deliverables: Submit eight (8) copies of the Final Design Report to the City.

Submit two (2) copies of the Final Design Report to CCRFCD.

Submit one (1) copy of the Final Design Report to City of North Las Vegas.

Submit one (1) copy of the Final Design Report to Clark County Public Works.

415 90% Submittal

This submittal will include further refinement of the 70% plans, Special Provisions and cost estimate to reflect 90% completion. The 90% plans shall include all the utility conflicts and the resolutions and shall be ready for approval from the Utility Companies. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. Additionally, the Consultant shall provide to the City an electronic copy of the property owner's names with associated address and parcel numbers. The improvement plans shall be identified with the level of design with engineer's seal in accordance with NRS 625.

The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the blue book. All items of construction shown on the Project plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section. In addition, a Project cost estimate broken out by funding source, bid item, and plan sheet shall be submitted.

The 90% plans will include the following:

<u>Sheet</u>	<u>Description</u>
1	Cover Sheet
2	General Notes Legend, & Abbreviations
3	Drawing Index

4	Quantity Sheets
5	Horizontal Control Plan Area 1
6	Horizontal Control Plan Area 2
7	Demolition Plan 1
8-9	Overall Collection System Plan
10-13	Collection System Plan and Profile Sheets
14	Collection System Drop Inlet Enlargements
15-16	Junction and Confluence Structures
17-18	Enlargement Details and Utility Relocations
19	Miscellaneous Details
20-21	Structural Details

Deliverables: Submit ten (10) copies of the half size plans, two (2) full size plans, bound Special Provisions and 90% cost estimate by funding source to the City. Submit two (2) copies of structural calculations to the City.

Submit four (4) copies of 11"x17" Construction Easement Map and three (3) sets of mail labels of property owners for any requested easements to the City.

Submit two (2) copies of the half size plans, bound Special Provisions, 90% cost estimate by funding source, and one (1) copy of structural calculations to CCRFCD.

Submit one (1) copy of the half size plans, bound Special Provisions, 90% cost estimate by funding source, and one (1) copy of structural calculations to the City of North Las Vegas.

Submit one (1) copy of the half size plans, bound Special Provisions, 90% cost estimate by funding source, and one (1) copy of structural calculations to Clark County Public Works.

Submit copies of plans to NPCO, Southwest Gas Company, Sprint, Cox Communications, LVVWD, and all other utilities as necessary for review by the utility companies.

420 Bidability and Constructability (B&C) Meeting

At the direction of the City, Consultant's project manager and key personnel shall attend the B&C meeting. The Consultant shall prepare draft meeting minutes for City review prior to issuing final version for distribution.

425 Walk-Through

At the direction of the City, Consultant shall schedule a walk-through of the Project with the City of Las Vegas personnel prior to final design document submittal. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions.

430 Project Presentations

Consultant shall prepare for and make Project presentations to the CCRFCD Citizens Advisory Committee, CCRFCD Technical Advisory Committee, and CCRFCD Board summarizing the Project. Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures.

TASK 500 100% DESIGN AND CONSTRUCTION DOCUMENTS

505 100% Submittal

The 100% submittal shall include all the elements of Task 400, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. Plan set copies sealed in accordance with NRS 625, bound and sealed Special Provisions and cost estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file.

Deliverables: Submit ten (10) copies of the half size plans, two (2) full size plans, electronic copies of the drawings, bound Special Provisions and 100% cost estimate by funding source to the City.

Submit two (2) copies of the half size plans, bound Special Provisions, and 100% cost estimate by funding source to CCRFCD.

Submit one (1) copy of the half size plans, bound Special Provisions, and 100% cost estimate by funding source to Clark County Public Works.

Submit one (1) copy of the half size plans, bound Special Provisions, and 100% cost estimate by funding source to the City of North Las Vegas.

Submit copies of plans to NPCO, Southwest Gas Company, Sprint, Cox Communications, LVVWD, and all other utilities as necessary.

**RANCHO ROAD SYSTEM
EL CAMPO GRANDE STORM DRAIN**

**EXHIBIT "B"
ADDITIONAL SERVICES**

Upon written authorization by the City, the Consultant shall provide Additional Services which may include the following:

Task	Description of Additional Service
605	<i>Final Plans and Specifications:</i> As Directed by the City, the Consultant shall prepare scope and fees to prepare final design documents for the project. After approval of the scope and the fees and upon notice to proceed, the consultant shall obtain utilities approval and proceed to finalize plans, specifications and bid documents by incorporating comments received from the 100% submittal.
610	<i>Construction Schedule:</i> At the direction of the Cit, the Consultant shall prepare and submit an estimated construction schedule, including electronic format, using Microsoft Project software.
615	<i>100% Bidability and Constructability (B&C) Meeting:</i> At the direction of the City, Consultant's project manager and key personnel shall attend the B&C meeting. The Consultant shall prepare draft meeting minutes for City review prior to issuing final version for distribution.
620	<i>100% Walk-Through:</i> At the direction of the City, Consultant shall schedule a walk-through of the Project with the City of Las Vegas personnel prior to final design document submittal. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions.
625	<i>Pre-Bid Conference:</i> As directed by the City, the Consultant shall attend and participate in a Pre-Bid Conference to provide technical support. When requested by the City during the bidding period, the Consultant shall interpret construction contract drawings and specifications and provide City with written responses. The City will respond to bidder's questions.
630	<i>Pre-Construction Meeting:</i> At the direction of the City, the Consultant shall attend participate in a pre-Construction meeting.
635	<i>Construction Meeting/Site Visit:</i> At the direction of the City attend construction meeting and participate in construction site visits. Approximately four (4) meetings/site visits are anticipated.
640	<i>Utility Potholing:</i> As required by the City, provide additional utilities potholing,

Task	Description of Additional Service
	prepare pothole location map and obtain pothole information for subsurface utilities
645	<i>Additional Field Surveying Services:</i> As directed by the City, Consultant shall provide field survey for spot elevation, utility locations, or additional elevations at the intersections, not included in Task 305.
650	<i>Hydrology and Hydraulic Analysis:</i> As directed by the City, Consultant shall provide additional hydrology and hydraulic analysis.
655	<i>Right-of-Way Engineering:</i> As directed by the City, Consultant shall obtain title report and legal description, prepare exhibits, and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
660	<i>Additional Presentations:</i> As directed by the City, prepare additional graphics, presentation materials and backup information and participate in additional presentation to the City Council and the CCRFCD.
665	<i>Additional Progress or Coordination Meetings:</i> At the direction of the City, Consultant shall attend additional progress and coordination meetings in excess of the quantity specified in Task 115. The cost per meeting shall be \$1,500.00.
670	<i>Public Meeting:</i> At the Direction of the City, Consultant shall attend and participate in public meetings.
675	<i>Additional Design Services:</i> As directed by the City, Consultant shall perform additional design services on a time and material basis.
680	<i>Addenda:</i> As directed by the City, the Consultant shall prepare addenda due to design or contract revisions caused by no fault of the Consultant.
685	<i>Bid Requests and Responses:</i> When requested by the City during the bidding period, the Consultant shall interpret construction contract drawings and specifications and provide City with written responses. The City will respond to bidder's questions
690	<i>Request for Information (RFI):</i> Review drawings and other data submitted by the Contractor and as required by the City. Consultant's review shall be for general conformity to the construction documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs. When requested by the City, provide documentation and assistance for City's processing of change orders.
695	<i>As-Built Drawings:</i> As directed by the City, Consultant shall prepare as-Built drawings for the Project.

EXHIBIT "C"
MANHOURLY TASK BREAKDOWN

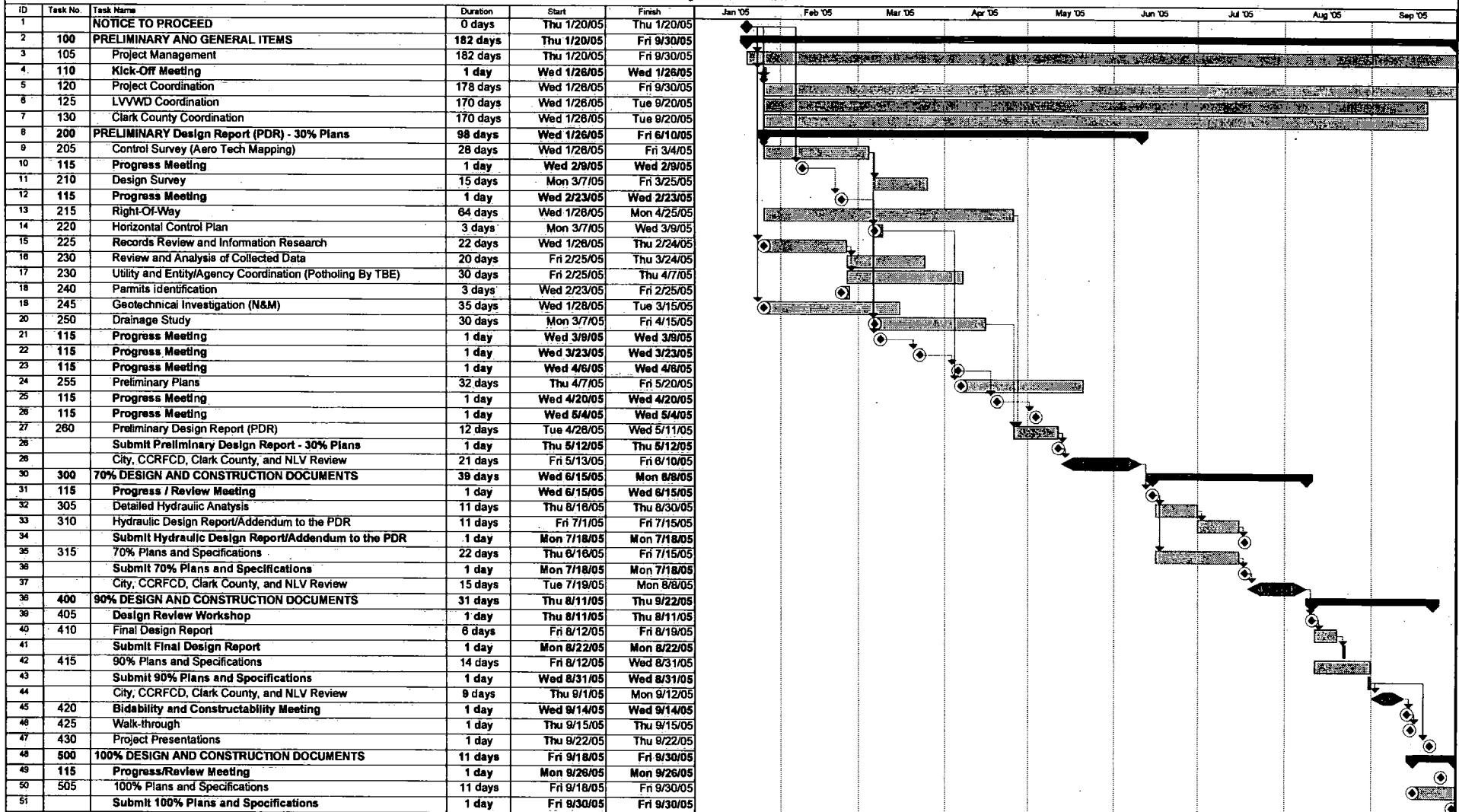
RANCHO ROAD SYSTEM
EL CAMPO GRANDE STORM DRAIN

TASK	DESCRIPTION	PIC	PM	DM	PE/GIS	EI	CADD	CLERICAL	PLS	SURVEY
100	PRELIMINARY AND GENERAL ITEMS									
105	Project Management		8	8						
110	Kick Off Meeting		2	4	2			4		
115	Progress Meetings (16)		24	24	4	6		16		
120	Project Coordination		4	8				8		
125	LVVWD Coordination		4	4	4		8		8	8
130	Clark County Coordination	1	4	4	4		8			
	SUBTOTAL	1	46	52	14	6	16	28	8	8
200	PRELIMINARY DESIGN/REPORT (PDR) - 30% PLANS									
205	Survey Control (Aero Tech Mapping)			4					8	16
210	Design Survey			4			4		12	24
215	Right-of-Way			4		4	4	4	12	8
220	Horizontal Control Plan		2	4		4	4		16	
225	Records Review and Information Research		2	2	4	8	4			
230	Review and Analysis of Collected Data		2	2	4	4	4			
235	Utility and Entity/Agency Coordination (Potholing by TBE)		2	4	4	4	8			
240	Permits		2	4	4	4				
245	Geotechnical Investigation (N&M)		4	4			4			
250	Drainage Study	1	4	8	40	40	8			
255	Preliminary Plans	1	8	8	36	36	60	4		
260	Preliminary Design Report (PDR) - 30% PLANS		16	8	32	24	8	8		
	SUBTOTAL	2	42	56	124	128	108	16	48	48
300	70% DESIGN AND CONSTRUCTION DOCUMENTS									
305	Detailed Hydraulic Analysis		4	4	10	20	8			
310	Hydraulic Design Report/Addendum to the PDR		8	8	20	40	8			
315	70% Submittal	1	8	8	20	10	140	8	8	8
	SUBTOTAL	1	20	20	50	70	156	8	8	8
400	90% DESIGN AND CONSTRUCTION DOCUMENTS									
405	Design Review Workshop		8	8	4			4		
410	Final Design Report		8	8	20	24	8	8		
415	90% Submittal		16	24	20	24	60	8		
420	Bidability and Constructability (B&C) Meeting		8	8	4			4		
425	Walk-Through		8	8	4					
430	Project Presentations	1	8	2	8		8			
	SUBTOTAL	1	56	58	60	48	76	24	0	0
500	100% DESIGN AND CONSTRUCTION DOCUMENTS									
505	100% Submittal	1	16	16	16	16	24	16		
	SUBTOTAL	1	16	16	16	16	24	16	0	0
600	ADDITIONAL ENGINEERING SERVICES									
	SUBTOTAL									

EXHIBIT "D"
COST DERIVATION
RANCHO ROAD SYSTEM
EL CAMPO GRANDE STORM DRAIN

TASK	DESCRIPTION	Direct Expenses	LABOR										TASK TOTAL
			PIC	PM	DM	PE/GIS	EI	CADD	CLERICAL	PLS	SURVEY		
			\$180/hr	\$155/hr	\$145/hr	\$105/hr	\$84/hr	\$72/hr	\$45/hr	\$120/hr	\$150/hr		
100	PRELIMINARY AND GENERAL ITEMS												
105	Project Management	\$200	\$0	\$1,240	\$1,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
110	Kick Off Meeting		\$0	\$310	\$580	\$210	\$0	\$0	\$180	\$0	\$0	\$0	
115	Progress Meetings	\$200	\$0	\$3,720	\$3,480	\$420	\$504	\$0	\$720	\$0	\$0	\$0	
120	Project Coordination		\$0	\$620	\$1,160	\$0	\$0	\$0	\$360	\$0	\$0	\$0	
125	LVVWD Coordination	\$100	\$0	\$620	\$580	\$420	\$0	\$840	\$0	\$960	\$960	\$960	
130	Clark County Coordination	\$100	\$160	\$620	\$580	\$420	\$0	\$576	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$800	\$180	\$7,130	\$7,540	\$1,470	\$504	\$1,418	\$1,280	\$980	\$980	\$980	\$22,000
200	PRELIMINARY DESIGN REPORT (PDR) - 30% PLANS												
205	Survey Control (AeroTech Mapping)	\$4,500	\$0	\$0	\$580	\$0	\$0	\$0	\$0	\$960	\$2,400	\$2,400	
210	Design Survey		\$0	\$0	\$580	\$0	\$0	\$288	\$0	\$1,440	\$3,600	\$3,600	
215	Right-of-Way	\$800	\$0	\$0	\$580	\$0	\$336	\$288	\$180	\$1,440	\$1,200	\$1,200	
220	Horizontal Control Plan		\$0	\$310	\$580	\$0	\$336	\$288	\$0	\$1,920	\$0	\$0	
225	Records Review and Information Research	\$100	\$0	\$310	\$290	\$420	\$672	\$288	\$0	\$0	\$0	\$0	
230	Review and Analysis of Collected Data	\$100	\$0	\$310	\$290	\$420	\$336	\$288	\$0	\$0	\$0	\$0	
235	Utility and Entity/Agency Coordination (Potholing by TBE)	\$12,000	\$0	\$310	\$580	\$420	\$336	\$576	\$0	\$0	\$0	\$0	
240	Permits		\$0	\$310	\$580	\$420	\$336	\$0	\$0	\$0	\$0	\$0	
245	Geotechnical Investigation (N&M)	\$10,000	\$0	\$620	\$580	\$0	\$0	\$268	\$0	\$0	\$0	\$0	
250	Drainage Study	\$100	\$160	\$620	\$1,160	\$4,200	\$3,360	\$576	\$0	\$0	\$0	\$0	
255	Preliminary Plans	\$500	\$160	\$1,240	\$1,160	\$3,780	\$3,024	\$4,320	\$180	\$0	\$0	\$0	
280	Preliminary Design Report (PDR) - 30% PLANS	\$1,000	\$0	\$2,480	\$1,160	\$3,360	\$2,016	\$576	\$360	\$0	\$0	\$0	
	SUBTOTAL	\$28,900	\$320	\$8,510	\$8,120	\$13,020	\$10,752	\$7,778	\$720	\$5,760	\$7,200	\$7,200	\$89,078
300	70% DESIGN AND CONSTRUCTION DOCUMENTS												
305	Detailed Hydraulic Analysis		\$0	\$620	\$580	\$1,050	\$1,680	\$576	\$0	\$0	\$0	\$0	
310	Hydraulic Design Report/Addendum to the PDR		\$0	\$1,240	\$1,160	\$2,100	\$3,360	\$576	\$0	\$0	\$0	\$0	
315	70% Submittal	\$750	\$160	\$1,240	\$1,160	\$2,100	\$840	\$10,080	\$360	\$960	\$1,200	\$1,200	
	SUBTOTAL	\$750	\$160	\$3,100	\$2,900	\$5,250	\$5,880	\$11,232	\$360	\$960	\$1,200	\$1,200	\$31,792
400	90% DESIGN AND CONSTRUCTION DOCUMENTS												
405	Design Review Workshop		\$0	\$1,240	\$1,160	\$420	\$0	\$0	\$180	\$0	\$0	\$0	
410	Final Design Report		\$0	\$1,240	\$1,160	\$2,100	\$2,016	\$576	\$360	\$0	\$0	\$0	
415	90% Submittal	\$750	\$0	\$2,480	\$3,480	\$2,100	\$2,016	\$4,320	\$360	\$0	\$0	\$0	
420	Bidability and Constructability (B&C) Meeting		\$0	\$1,240	\$1,160	\$420	\$0	\$0	\$180	\$0	\$0	\$0	
425	Walk-Through		\$0	\$1,240	\$1,160	\$420	\$0	\$0	\$0	\$0	\$0	\$0	
430	Project Presentations	\$200	\$160	\$1,240	\$290	\$840	\$0	\$576	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$950	\$160	\$8,680	\$8,410	\$8,300	\$4,032	\$5,472	\$1,080	\$0	\$0	\$0	\$35,084
500	100% DESIGN AND CONSTRUCTION DOCUMENTS												
505	100% Submittal	\$750	\$160	\$2,480	\$2,320	\$1,680	\$1,344	\$1,728	\$720	\$0	\$0	\$0	
	SUBTOTAL	\$750	\$160	\$2,480	\$2,320	\$1,680	\$1,344	\$1,728	\$720	\$0	\$0	\$0	\$11,182
600	ADDITIONAL ENGINEERING SERVICES												
	SUBTOTAL												

**City of Las Vegas
Rancho Road System
El Campo Grande Storm Drain
EXHIBIT E
Project Schedule**



Project: Oakley-Meadow SD v5
Date: Tue 12/28/04

Task: Progress: Summary: External Tasks: Deadline:

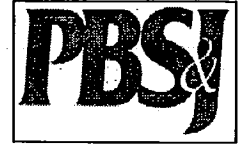
Split: Milestone: Project Summary: External Milestone:



TO: CITY OF LAS VEGAS
420 North 4th Street Avenue
Las Vegas, Nevada 89101

EXHIBIT "F"

FROM: PBS&J
2270 Corporate Circle, Suite 100
Henderson, Nevada 89074-6382



Attn: Mr. Mark Sorensen, P.E.

Date: _____

Period: _____

Project: Rancho Road System-El Campo Grande Storm Drain

Invoice #: _____

Attention: Mark Sorensen, P.E.

JOB #: 511680

Contract Task #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
100	Preliminary and General Items	\$ 22,000.00					100.0%	\$ 22,000.00
200	Preliminary Design Report (PDR) - 30% Plans	\$ 89,078.00					100.0%	\$ 89,078.00
300	70% Design and Construction Documents	\$ 31,792.00					100.0%	\$ 31,792.00
400	90% Design and Construction Documents	\$ 35,084.00					100.0%	\$ 35,084.00
500	100% Design and Construction Documents	\$ 11,182.00					100.0%	\$ 11,182.00
600	Additional Engineering Services (By written Authorization Only)	\$ 38,000.00					100.0%	\$ 38,000.00
Totals		\$ 227,136.00					100.0%	\$ 227,136.00

Amount of tasks billed this period	\$ -
TOTAL AMOUNT DUE THIS INVOICE	\$ -

Total Billed to Date	\$ -
Total Amount of Contract (Base services + change orders)	\$ 227,136.00
Amount Tasks Remaining in Contract	\$ 227,136.00

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name	PBS&J
Address	2270 Corporate Circle, Suite 100 Henderson, Nevada 89074-6382
Telephone	(702) 263-7275 X3190
EIN or DUNS	05-043-9223 DUNS

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u> Rancho Road System El Campo Grande Storm Drain	
RFP #	

Block 3	<u>Type of Business</u>						
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

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

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Joseph L. Miller	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
2.	Todd J. Kenner	2270 Corporate Circle, Suite 100 Henderson, Nevada 89074-6382	(702) 263-7275
3.	William P. Pitcher	2001 NW 107 th Avenue Miami, Florida 33172-2507	(305) 592-7275
4.	Donald R. Vogt	12101 Indian Creek Court Beltsville, Maryland 20705	(301) 210-6800
5.	Elliott L. Grosh	5300 W. Cypress Street, Suite 300 Tampa, Florida 33607-1712	(813) 282-7275
6.	Richard M. Grubel	2001 NW 107 th Avenue Miami, Florida 33172-2507	(305) 592-7275
	Robert J. Paulsen	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
8.	James M. Killough, Jr.	2400 E. Commercial Blvd., Suite 400 Ft. Lauderdale, Florida 33308	(954) 772-4995
9.	Judith A. Squillante	2001 NW 107 th Avenue Miami, Florida 33172-2507	(305) 592-7275
10.	Richard W. Karasiewicz	482 South Keller Road Orlando, Florida 32810	(407) 647-7275

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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

State of Nevada
County of Clark

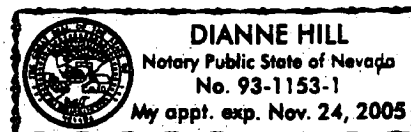

Wayne Horlacher, P.E.

December 28, 2004
Date

This instrument was acknowledged before me on the 28th day of December, 2004 by Wayne Horlacher, P.E.



Notary Public



Block 4 Disclosure of Ownership and Principals – Continuation

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James E. Breland	5665 New Northside Drive, Suite 400 Atlanta, Georgia 30328	(770) 933-0280
12.	John S. Shearer	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
13.	W. Scott DeLoach	2001 NW 107 th Avenue Miami, Florida 33172-2507	(305) 592-7275
14.	John B. Zumwalt, III	5300 W. Cypress Street, Suite 300 Tampa, Florida 33607-1712	(813) 282-7275
15.	Richard A. Wickett	2001 NW 107 th Avenue Miami, Florida 33172-2507	(305) 592-7275
16.	Michael H. Dye	2001 NW 107 th Avenue Miami, Florida 33172-2507	(305) 592-7275
17.	Thomas D. Pellarin	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
	Edward C. Jensen	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
19.	William Randolph	2001 NW 107 th Avenue Miami, Florida 33172-2507	(305) 592-7275
20.	The PBS&J Profit Sharing Plan and Trust	2001 NW 107 th Avenue Miami, Florida 33172-2507	(305) 592-7275

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Contract Modification #1 with Frehner Construction for additional work necessary to complete the Durango Drive Improvements - Westcliff to Vegas Drive project (\$158,165.17 - Cox Communications) - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact:

☐ No Impact	Amount:	\$158,165.17
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	Cox Communications

PURPOSE/BACKGROUND:

During construction, Cox Communications requested that it be part of this project from Charleston Boulevard to Venetian Strada, only. The City will install 2 runs of 3 inches conduit and 9 vaults on Durango Drive from Charleston Boulevard to Venetian Strada. Cox Communications has agreed to pay for this cost.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Contract Modification #1

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: December 21, 2004

BID# 04.1730.15

PURCHASE ORDER #221551

SUPPLEMENT: 1

MODIFICATION #: 1

NAME AND ADDRESS OF CONTRACTOR:

Frehner Construction
4040 Frehner Road
North Las Vegas, NV 89030

CONTRACT DESCRIPTION:

Durango Drive Improvements – Westcliff to Vegas Drive

DESCRIPTION AND REASON FOR MODIFICATION:

Cox Communications requested that the City install 2 runs of 3" conduits and 9 vaults on Durango from Charleston to Venetian Strada. Cox Communications will pay entire costs for this work.

CONTRACT CONTINGENCY AMOUNT: \$1,428,049.00

PRICE OF THIS MODIFICATION (WRITTEN):

DOLLARS: \$ 158,165.17

One hundred fifty eight thousand one hundred sixty five dollars and 17/100

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): None # DAYS: 0

ORIGINAL COMPLETION DATE: August 22, 2004

NEW COMPLETION DATE: August 22, 2004

PRICE OF ORIGINAL CONTRACT: \$ 14,280,493.30

PRICE OF ALL PREVIOUS MODIFICATIONS: \$ (# through)

PRICE OF THIS MODIFICATION: \$ 158,165.17

PRICE OF CONTRACT (INCLUDING THIS MODIFICATION): \$ 14,438,658.47

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

DEPARTMENT:

DIRECTOR APPROVAL:

DIRECTOR GENERAL SERVICES APPROVAL:

DEPUTY CITY MANAGER APPROVAL:

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED:

MAYOR

FREHNER CONSTRUCTION
(NAME OF CONTRACTOR)

BY

DATE

(SIGNATURE)

(DATE)

ATTEST:

(CITY CLERK)

(TITLE)

CITY MANAGER APPROVAL

CHIEF, PURCHASING AND CONTRACTS DIVISION

APPROVED AS TO FORM:

Rene S. Soria 1-5-04
Date

Louis Berger Group

500 Amigo Court
Suite 100
Las Vegas, NV 89119

Phone: 702-256- 9498
Fax: 702-256- 0630

CHANGE ORDER

No. 00002

TITLE: Cox conduit and vaults

DATE: 11/19/2004

PROJECT: Durango Drive

JOB: 04.1730.15

TO: Attn: Jim Austin
Frehner Construction
4040 Frehner Road
North Las Vegas, NV 89030

CONTRACT NO:

RE:

To:

From:

Number:

DESCRIPTION OF CHANGE

This change order authorizes Acme Electric as subcontractor to Frehner to furnish and install 2 runs of 3" conduit and 9 vaults within Durango Drive from Charleston Boulevard to Venetian Strada Drive on behalf of Cox Communications. This work also includes covering the cost of trenching, backfill, and patching with the fiber optic (interconnect) work already included in the scope of the contract. This change order documents the costs to be borne by Cox Communications. A partial payment of 70% of the total change order amount or \$108,741.71 has been included in the October payment request (estimate no 3).

Unit Cost: \$0.00

Unit Tax: \$0.00

Lump Sum: \$158,165.17

Lump Tax: \$0.00

Total: \$158,165.17

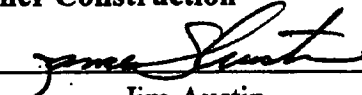
The Original Contract Sum was	\$14,280,493.30
Net Change by Previously Authorized Requests and Changes	\$5,439.00
The Contract Sum Prior to This Change Order was	\$14,285,932.30
The Contract Sum Will be Increased	\$158,165.17
The New Contract Sum Including This Change Order	\$14,444,097.47
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

ACCEPTED:

Frehner Construction

Louis Berger Group

The City of Las Vegas

By: 
Jim Austin

By: 
Tom Stevens

By: 
~~Jeff Columbus~~

Date: 12/2/09

Date: 12/2/04

Date: _____



121 S. Martin Luther King Blvd., Las Vegas, Nevada 89106

Date: 12-02-2004

To: Tom Stevens

From: Jaime O. Rodriguez Jr.

Re: Additional Trench at Durango & Alta

Tom

As per our discussion yesterday, we agree to pay the additional cost for the required trench work at the Northwest corner of Durango Dr. and Alta, the cost not to exceed the amount of \$2,900.00 for this portion.

Thanks,


Jaime O. Rodriguez Jr.

Oct 13 04 12:18p

COX CONSTRUCTION

702 382 0598

P. 2



121 S. Martin Luther King Blvd.
Las Vegas, Nevada 89106
(702) 388-8084

10/13/04

Attention: John O'Connell
Dept. of Public-Works City Engineer Division
400 Stewart Ave
Las Vegas, NV 89101

CC: Tom Stevens, Construction Manager

Re: Durango Drive Improvements: Notice to Proceed # 6202

This Notice to Proceed binds Cox Communications, Inc. to pay \$155,346.35 to the City of Las Vegas for the Durango Drive Improvement Project.

The scope of this project entails the placement of 2-3" conduits in the joint trench on Durango Drive from Venetian Strada Drive to Charleston Blvd with 9 vaults being placed at designated locations; in addition, an additional trench will be required crossing Durango Drive on the north side of Alta Drive.

Sincerely,

A handwritten signature in black ink, appearing to read "Jaime O. Rodriguez Jr.".

Jaime O. Rodriguez Jr.
Project Specialist II
Cox Communications Las Vegas
(702) 384-8084 ext. 8311
(702) 210-7214 (cell)

Bcc: Elton Toll, John Propster, Glenda Mills

E. Toll



121 S. Martin Luther King Blvd.
Las Vegas, Nevada 89106
(702) 388-8084

10/4/04

Attention: Tom Stevens
Construction Manager
The Louis Berger Group, Inc.

Re: Durango Drive Improvements

After reviewing the Durango Drive Improvement Project, Cox Communications, Inc. has decided only to be apart of this project from Charleston Blvd to Venetian Strada Drive. We will require a crossing on the North side of Alta Drive crossing Durango Drive. A breakdown of the work is listed below with the estimated cost (based on the bid received on 1/1/2004).

1. Conduit Installation in shared trench (4133 LF), plus 80 LF of solo trench	\$75,989.01
a. FCC - Overhead and Profit on Subcontractor Work - 10%	\$7,598.90
b. Asphalt Paving of solo trench - 80 LF x 1.333 = 107 SY @ \$12.00/SY	\$1,284.00
2. Trenching cost - 4133 LF - Trenching, sand, slurry, and spoils	\$49,103.70
a. Asphalt Paving - 4133 x 1.333 = 5511 SY @ \$12.00/SY	\$66,132.00
b. Traffic Control - 1 LS	\$19,982.18
c. Adjust MH's and Valves - 7 Ea. @ \$750.00	\$5,250.00
d. Stripping	
i. Reflective Pymt. Markers - 105 Ea @ \$2.00	\$210.00
ii. Non-Reflective Markers - 315 Ea. @ \$1.00	\$315.00
Sub-total	\$140,890.89

Half of sub-total is Cox Communications cost

\$70,495.44
Total \$165,346.36

This is Cox Communications, Inc. estimation on what this Project should cost. If there is an error in the numbers, please let me know so we can adjust our figures.

Sincerely,

Jaime O. Rodriguez Jr.
Project Specialist II
Cox Communications Las Vegas
(702) 384-8084 ext. 8311
(702) 210-7214 (cell)

Accepted.

10/5/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-6-2005 - Approval of a Resolution directing the City Treasurer to prepare the Twenty-first Assessment Lien Apportionment Report for Special Improvement District No. 505 - Elkhorn Springs Area (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewer, and water main projects. Project is located along Elkhorn Road and Tule Springs Road.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-6-2005

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

RESOLUTION NO. R-6-2005

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 505 (ELKHORN SPRINGS AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

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

WHEREAS, by Ordinance No. 3749 (First Amendment) that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 3rd day of November, 1993, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 505 (Elkhorn Springs Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of a street, road, water, sanitary sewer, storm sewer, curb and gutter and sidewalk project (hereinafter the "Project"), by defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq. of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

///

1 WHEREAS, by Ordinance No. 3750 that was duly passed, adopted and approved
2 by the City Council on the 3rd day of November, 1993, the City Council assessed all of
3 the cost and expense of acquiring, constructing and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

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

13 WHEREAS, that certain lot and parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 125-16-410-002, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting being held on this 2nd day of February, 2005, as
3 follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of Ordinance No. 3750, levied upon that certain lot or parcel of
8 property and is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 125-16-410-002, among the several parts
10 into which said Parcel has been divided.

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

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

17 ///

18 ///

19 ///

20 ///

21 ///

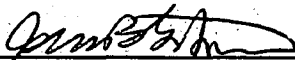
22 ///

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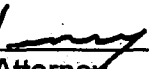
24 ///

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

3 PASSED, ADOPTED AND APPROVED this 2nd day of February, 2005.

4 
5 OSCAR B. GOODMAN, Mayor

6 Approved as to form:

7
8 19 JAN 05 W 21 
9 Date Deputy City Attorney

10 ATTEST:

11 
12 BARBARA JO RONEMUS, City Clerk
13
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-7-2005 - Approval of a Resolution approving the Twenty-first Assessment Lien Apportionment Report for Special Improvement District No. 505 - Elkhorn Springs Area (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewer, and water main projects. Project is located along Elkhorn Road and Tule Springs Road.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-7-2005

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

1 RESOLUTION NO. R-7-2005

2 A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA,
3 SPECIAL IMPROVEMENT DISTRICT NO. 505 (ELKHORN SPRINGS
4 AREA); APPROVING THE TWENTY-FIRST ASSESSMENT LIEN
5 APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND
6 PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING
7 THE RECORDATION OF SAID REPORT.

8 WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City
9 Council" and the "City", respectively), in the County of Clark and State of Nevada, has
10 taken the requisite legal action that is preliminary to, and in the creation, of "City of Las
11 Vegas, Nevada, Special Improvement District No. 505 (Elkhorn Springs Area)"
12 (hereinafter the "District") for the purposes of providing for the acquisition, construction
13 and installation of a street, road, water, sanitary sewer, storm sewer, curb and gutter and
14 sidewalk project (hereinafter the "Project"), and of defraying the entire cost and expense
15 of the Project, by special assessments, against the assessable lots and parcels of
16 property within the District according to the benefits that would be derived from the Project
17 by the respective lots and parcels that were to be so assessed, all in accordance with the
18 provisions of Chapter 271, et seq. of the Nevada Revised Statutes (hereinafter "NRS")
19 that provide therefor; and

20 WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City
21 Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis,
22 the uncollected and heretofore unapportioned amounts of the special assessments that
23 were levied upon that certain lot or parcel of property situate within the District and
24 identified by the Clark County, Nevada, County Assessor's parcel number as Parcel
125-16-410-002, among the several parts into which said Parcel has been divided and to

///

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

3 WHEREAS, the City Treasurer, on the 2nd day of February, 2005, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Twenty-first
5 Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special
6 Improvement District No. 505 (Elkhorn Springs Area)"; and

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

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 2nd day of February,
11 2005, as follows:

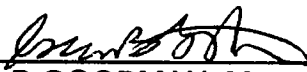
12 SECTION 1. That that certain document entitled "Twenty-first Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No.
14 505 (Elkhorn Springs Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 125-16-410-002
19 among the several parts into which said Parcel has been divided.

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

24 ///

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

3 PASSED, ADOPTED AND APPROVED this 2nd day of February, 2005.
4

5 
6 OSCAR B GOODMAN, Mayor

7 Approved as to form:
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9 19 JAN 05 W 21 
10 Date Deputy City Attorney
11

12 ATTEST:

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14 BARBARA JO RONEMUS, City Clerk
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APN: 125-16-410-002

City of Las Vegas, Nevada
Special Improvement District No. 505
(Elkhorn Springs Area)

TWENTY-FIRST ASSESSMENT LIEN APPORTIONMENT REPORT
(February 2, 2005)

RETURN TO:

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

2005 FEB -2 A 11:55

RECEIVED
CITY CLERK

TWENTY-FIRST ASSESSMENT LIEN APPORTIONMENT REPORT

The assessments that have heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 125-16-410-002, in the amount of \$409,732.61, is hereby apportioned among the parcels that have been created out of the said Parcel, as follows:

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
125-16-421-001	1	1 ¹	\$ 2,806.39
125-16-421-002	1	2 ¹	\$ 2,806.39
125-16-421-003	1	3 ¹	\$ 2,806.39
125-16-421-004	1	4 ¹	\$ 2,806.39
125-16-421-005	1	5 ¹	\$ 2,806.39
125-16-421-006	1	6 ¹	\$ 2,806.39
125-16-421-007	1	7 ¹	\$ 2,806.39
125-16-421-008	1	8 ¹	\$ 2,806.39
125-16-421-009	1	9 ¹	\$ 2,806.39
125-16-421-010	1	10 ¹	\$ 2,806.39
125-16-421-011	1	11 ¹	\$ 2,806.39
125-16-421-012	1	12 ¹	\$ 2,806.39
125-16-421-013	1	13 ¹	\$ 2,806.39
125-16-421-014	1	14 ¹	\$ 2,806.39
125-16-421-015	1	15 ¹	\$ 2,806.39
125-16-421-016	1	16 ¹	\$ 2,806.39
125-16-421-017	1	17 ¹	\$ 2,806.39
125-16-421-018	1	18 ¹	\$ 2,806.39
125-16-421-019	1	19 ¹	\$ 2,806.39
125-16-421-020	1	20 ¹	\$ 2,806.39
125-16-421-021	1	21 ¹	\$ 2,806.39
125-16-421-022	1	22 ¹	\$ 2,806.39
125-16-421-023	1	23 ¹	\$ 2,806.39
125-16-421-024	1	24 ¹	\$ 2,806.39
125-16-421-025	1	25 ¹	\$ 2,806.39

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
125-16-421-026	1	26 ¹	\$ 2,806.39
125-16-421-027	1	27 ¹	\$ 2,806.39
125-16-421-028	1	28 ¹	\$ 2,806.39
125-16-421-029	1	29 ¹	\$ 2,806.39
125-16-421-030	1	30 ¹	\$ 2,806.39
125-16-421-031	1	31 ¹	\$ 2,806.39
125-16-421-032	1	32 ¹	\$ 2,806.39
125-16-421-033	1	33 ¹	\$ 2,806.39
125-16-421-034	1	34 ¹	\$ 2,806.39
125-16-421-035	1	35 ¹	\$ 2,806.39
125-16-421-036	1	36 ¹	\$ 2,806.39
125-16-421-037	1	37 ¹	\$ 2,806.39
125-16-421-038	1	38 ¹	\$ 2,806.39
125-16-421-039	1	39 ¹	\$ 2,806.39
125-16-421-040	1	40 ¹	\$ 2,806.39
125-16-421-041	1	41 ¹	\$ 2,806.39
125-16-421-042	1	42 ¹	\$ 2,806.39
125-16-421-043	1	43 ¹	\$ 2,806.39
125-16-421-044	1	44 ¹	\$ 2,806.39
125-16-421-045	1	45 ¹	\$ 2,806.39
125-16-421-046	1	46 ¹	\$ 2,806.39
125-16-421-047	1	47 ¹	\$ 2,806.39
125-16-421-048	1	48 ¹	\$ 2,806.39
125-16-421-049	1	49 ¹	\$ 2,806.39
125-16-421-050	1	50 ¹	\$ 2,806.39
125-16-421-051	1	51 ¹	\$ 2,806.39
125-16-421-052	1	52 ¹	\$ 2,806.39
125-16-421-053	1	53 ¹	\$ 2,806.39
125-16-421-054	1	54 ¹	\$ 2,806.39
125-16-421-055	1	55 ¹	\$ 2,806.39
125-16-421-056	1	56 ¹	\$ 2,806.39
125-16-421-057	1	57 ¹	\$ 2,806.39
125-16-421-058	1	58 ¹	\$ 2,806.39
125-16-421-059	1	59 ¹	\$ 2,806.39
125-16-421-060	1	60 ¹	\$ 2,806.39
125-16-421-061	1	61 ¹	\$ 2,806.39

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
125-16-421-062	1	62 ¹	\$ 2,806.39
125-16-421-063	1	63 ¹	\$ 2,806.39
125-16-421-064	1	64 ¹	\$ 2,806.39
125-16-421-065	1	65 ¹	\$ 2,806.39
125-16-421-066	1	66 ¹	\$ 2,806.39
125-16-421-067	1	67 ¹	\$ 2,806.39
125-16-421-068	1	68 ¹	\$ 2,806.39
125-16-421-069	1	69 ¹	\$ 2,806.39
125-16-421-070	1	70 ¹	\$ 2,806.39
125-16-421-071	1	71 ¹	\$ 2,806.39
125-16-421-072	1	72 ¹	\$ 2,806.39
125-16-421-073	1	73 ¹	\$ 2,806.39
125-16-421-074	1	74 ¹	\$ 2,806.39
125-16-421-075	1	75 ¹	\$ 2,806.39
125-16-421-076	1	76 ¹	\$ 2,806.39
125-16-421-077	1	77 ¹	\$ 2,806.39
125-16-421-078	1	78 ¹	\$ 2,806.39
125-16-421-079	1	79 ¹	\$ 2,806.39
125-16-421-080	1	80 ¹	\$ 2,806.39
125-16-421-081	1	81 ¹	\$ 2,806.39
125-16-421-082	1	82 ¹	\$ 2,806.39
125-16-421-083	1	83 ¹	\$ 2,806.39
125-16-421-084	1	84 ¹	\$ 2,806.39
125-16-421-085	1	85 ¹	\$ 2,806.39
125-16-421-086	1	86 ¹	\$ 2,806.39
125-16-421-087	2	87 ¹	\$ 2,806.39
125-16-421-088	2	88 ¹	\$ 2,806.39
125-16-421-089	2	89 ¹	\$ 2,806.39
125-16-421-090	2	90 ¹	\$ 2,806.39
125-16-421-091	2	91 ¹	\$ 2,806.39
125-16-421-092	2	92 ¹	\$ 2,806.39
125-16-421-093	2	93 ¹	\$ 2,806.39
125-16-421-094	2	94 ¹	\$ 2,806.39
125-16-421-095	2	95 ¹	\$ 2,806.39
125-16-421-096	2	96 ¹	\$ 2,806.39
125-16-421-097	2	97 ¹	\$ 2,806.39

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
125-16-421-098	2	98 ¹	\$ 2,806.39
125-16-421-099	2	99 ¹	\$ 2,806.39
125-16-421-100	2	100 ¹	\$ 2,806.39
125-16-421-101	2	101 ¹	\$ 2,806.39
125-16-421-102	2	102 ¹	\$ 2,806.39
125-16-421-103	2	103 ¹	\$ 2,806.39
125-16-421-104	2	104 ¹	\$ 2,806.39
125-16-421-105	2	105 ¹	\$ 2,806.39
125-16-421-106	2	106 ¹	\$ 2,806.39
125-16-421-107	2	107 ¹	\$ 2,806.39
125-16-421-108	2	108 ¹	\$ 2,806.39
125-16-421-109	2	109 ¹	\$ 2,806.39
125-16-421-110	2	110 ¹	\$ 2,806.39
125-16-421-111	2	111 ¹	\$ 2,806.39
125-16-421-112	2	112 ¹	\$ 2,806.39
125-16-421-113	2	113 ¹	\$ 2,806.39
125-16-421-114	2	114 ¹	\$ 2,806.38
125-16-421-115	2	115 ¹	\$ 2,806.38
125-16-421-116	2	116 ¹	\$ 2,806.38
125-16-421-117	2	117 ¹	\$ 2,806.38
125-16-421-118	2	118 ¹	\$ 2,806.38
125-16-421-119	2	119 ¹	\$ 2,806.38
125-16-421-120	2	120 ¹	\$ 2,806.38
125-16-421-121	2	121 ¹	\$ 2,806.38
125-16-421-122	2	122 ¹	\$ 2,806.38
125-16-421-123	2	123 ¹	\$ 2,806.38
125-16-421-124	2	124 ¹	\$ 2,806.38
125-16-421-125	2	125 ¹	\$ 2,806.38
125-16-421-126	2	126 ¹	\$ 2,806.38
125-16-421-127	2	127 ¹	\$ 2,806.38
125-16-421-128	2	128 ¹	\$ 2,806.38
125-16-421-129	2	129 ¹	\$ 2,806.38
125-16-421-130	2	130 ¹	\$ 2,806.38
125-16-421-131	2	131 ¹	\$ 2,806.38
125-16-421-132	2	132 ¹	\$ 2,806.38
125-16-421-133	2	133 ¹	\$ 2,806.38

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
125-16-421-134	2	134 ¹	\$ 2,806.38
125-16-421-135	2	135 ¹	\$ 2,806.38
125-16-421-136	2	136 ¹	\$ 2,806.38
125-16-421-137	2	137 ¹	\$ 2,806.38
125-16-421-138	2	138 ¹	\$ 2,806.38
125-16-421-138	2	139 ¹	\$ 2,806.38
125-16-421-140	2	140 ¹	\$ 2,806.38
125-16-421-141	2	141 ¹	\$ 2,806.38
125-16-421-142	2	142 ¹	\$ 2,806.38
125-16-421-143	2	143 ¹	\$ 2,806.38
125-16-421-144	2	144 ¹	\$ 2,806.38
125-16-421-145	2	145 ¹	\$ 2,806.38
125-16-421-146	2	146 ¹	\$ 2,806.38
TOTAL			\$ 409,732.61

¹ of Elkhorn/Tule Springs as shown in Book 120 of Plats Page 85
recorded in the Office of the County Recorder, Clark County, Nevada

DATED This 2nd day of February, 2005.

Respectfully submitted,



MARK R. VINCENT, City Treasurer

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-8-2005 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of pavement, curb, gutter, driveway approaches, streetlights, storm drain facilities, water mains, water laterals, and sewer laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-8-2005

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS**
with MACK not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

RESOLUTION NO. R-8-2005

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. 1481 (EL CAPITAN WAY) 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. 5523 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 6th day of December, 2000, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 1481 (El Capitan Way)" (hereinafter the "District") for the purposes of providing for the installation of at least four (4) travel lanes, median islands with dedicated left turn lanes, traffic control devices, curb and gutter, streetlights, commercial driveways, storm drain, water mains, water laterals, fire hydrants, and sewer laterals. (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within each assessment unit of the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271 et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

1 WHEREAS, by Ordinance No. 5679 that was duly passed, adopted and approved
2 by the City Council on the 17th day of March, 2004, the City Council assessed all of the
3 cost and expense of acquiring, constructing and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

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

13 WHEREAS, that certain lot and parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 125-20-101-017, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

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

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 2nd day of February,
3 2005, as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of said Ordinance No. 5679, levied upon that certain lot and parcel of
8 property that is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 125-20-101-017, among the several parts
10 into which said Parcel has been divided.

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

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

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

3 PASSED, ADOPTED AND APPROVED this 2nd day of February, 2005.

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6 OSCAR B. GOODMAN, Mayor

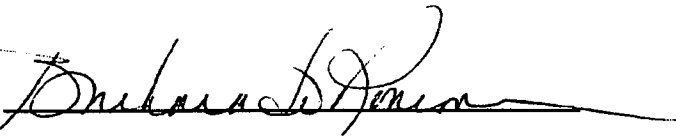
7
8 Approved as to form:

9
10 

11 Date

Deputy City Attorney

12
13 ATTEST:

14
15 

16 BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-9-2005 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of pavement, curb, gutter, driveway approaches, streetlights, storm drain facilities, water mains, water laterals, and sewer laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-9-2005

MOTION:

REESE - APPROVED Items 3 through 36, amending Item 25 to reflect Ward 2 - **UNANIMOUS** with **MACK** not voting

MINUTES:

There was no related discussion.

(9:53 - 9:54)

1-986

1 RESOLUTION NO. R-9-2005

2 A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA,
3 SPECIAL IMPROVEMENT DISTRICT NO. 1481 (EL CAPITAN WAY);
4 APPROVING THE FIRST ASSESSMENT LIEN APPORTIONMENT
5 REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF
6 PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE
7 RECORDATION OF SAID REPORT.

8 WHEREAS, the City Council of the City of Las Vegas (Hereinafter the "City
9 Council" and the "City", respectively), in the County of Clark and State of Nevada, has
10 taken the requisite legal action that is preliminary to, and in the creation of, "City of Las
11 Vegas, Nevada, Special Improvement District No. 1481 (El Capitan Way)" (hereinafter the
12 "District"), for the purposes of providing for the installation of at least four (4) travel lanes,
13 median islands with dedicated left turn lanes, traffic control devices, curb and gutter,
14 streetlights, commercial driveways, storm drain, water mains, water laterals, fire hydrants,
15 and sewer laterals. (hereinafter the "Project"), by defraying the entire cost and expense of
16 the Project, by special assessments, against the assessable lots and parcels of property
17 within the District according to the benefits that would be derived from the Project by the
18 respective lots and parcels that were to be so assessed, all in accordance with the
19 provisions of Chapter 271 et seq., of the Nevada Revised Statutes (hereinafter "NRS")
20 that provide therefor; and

21 WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City
22 Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis,
23 the uncollected and heretofore unapportioned amounts of the special assessments that
24 were levied upon that certain lot and parcel of property situate within the District and
identified by the Clark County, Nevada, County Assessor's parcel number as Parcel
125-20-101-017, among the several parts into which said Parcel has been divided, and to

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

3 WHEREAS, the City Treasurer, on the 2nd day of February, 2005, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "First Assessment
5 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 1481 (El Capitan Way)"; and

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

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 2nd day of February,
11 2005, as follows:

12 SECTION 1. That certain document entitled "First Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 1481 (El Capitan Way)", a copy of which is attached as Exhibit "A", is hereby
15 approved and adopted, as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 125-20-101-017,
19 among the several parts into which said Parcel has been divided.

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

24 ///

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

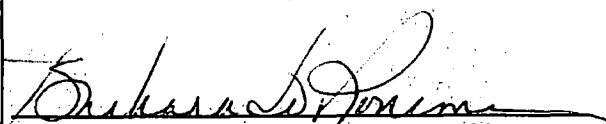
3 PASSED, ADOPTED AND APPROVED this 2nd day of February, 2005.

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5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

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9
10 19 JANOS W 7-1
Date Deputy City Attorney

11
12 ATTEST:

13 
14 BARBARA JO RONEMUS, City Clerk
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APN: 125-20-101-017

City of Las Vegas, Nevada
Special Improvement District No. 1481
(El Capitan Way)

FIRST ASSESSMENT LIEN APPORTIONMENT REPORT
(February 2, 2005)

RETURN TO:

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

RECEIVED
CITY CLERK
2005 FEB - 2 A 11:55

FIRST 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 125-20-101-017, in the amount of \$206,608.27, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION		PER PARCEL
APN	LOT	ASSESSMENT
125-20-114-002	1-1 ¹	\$ 116,217.15
125-20-114-003	1-2 ¹	\$ 53,780.14
125-20-114-004	1-3 ¹	\$ 36,610.98
TOTAL		\$ 206,608.27

¹of Record of Survey File 142, Page 44 as recorded in the Office of the County Recorder, Clark County, Nevada in Book 20041109 as Instrument 3439 recorded on November 9, 2004

DATED this 2nd day of February 2005.

Respectfully submitted,



MARK R. VINCENT, City Treasurer

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005**DEPARTMENT: ADMINISTRATIVE****DIRECTOR: ELIZABETH FRETWELL**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Discussion and possible action of the Second Amended and Restated Memorandum of Understanding between the City of Las Vegas, City Parkway V and the Las Vegas Performing Arts Center Foundation for the development of a performing arts center at Union Park - Ward 5 (Weekly)

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

In May 2003, City Parkway V (CP) entered into a Memorandum of Understanding (MOU) with the Las Vegas Performing Arts Center Foundation (LVPACF) which considered CP conveying 5 acres to LVPACF for the development of a performing arts center to be set forth in a final Disposition and Development Agreement (DDA). With Clark County intending to adopt a rental car tax and such tax funds to be transferred to the City, it has been proposed that the City issue General Obligation (GO) bonds to be secured by the tax for the City's construction of the center and LVPACF would operate the center. This MOU allows the parties to consider the above with a Lease and Operating Agreement to be negotiated and executed by June 30, 2005.

RECOMMENDATION:

Approval of the MOU by the City and approval to authorize CP to enter into the MOU.

BACKUP DOCUMENTATION:

1. Second Amended and Restated Memorandum of Understanding
2. Disclosure of Principals
3. Submitted after meeting: hardcopy of Powerpoint

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

NOTE: A video was shown but not submitted.

DEPUTY CITY MANAGER FRETWELL said various issues have emerged since the agreement was entered into with the Related Companies, and some of the changes are reflected in this agreement. In addition, based on feedback from the City's Bond Counsel, ownership of the building will be the City's. The City hopes to enter into a long-term operating agreement with the Las Vegas Performing Arts Center Foundation (LVPACF) that will be memorialized with approval of this matter. City staff is also working with the County and anticipates subsequent Council agenda items to formalize an arrangement, should the County Commission adopt an ordinance to impose the two percent rental car tax to help pay for this project. Finally, she noted the addition of an extension clause to Page 6, Section 10 of the MOU: The City parties and the LVPACF agree that, if by June 30, 2005, the parties are in good-faith negotiations and the consent of the Related Group has not been obtained, the June 30, 2005, deadline may be extended to a date mutually agreed upon and approved in writing by the parties.

CITY COUNCIL MEETING OF: FEBRUARY 2, 2005**MINUTES - Continued:**

Before updating the Council on the progress of this project, DON SNYDER, with the Las Vegas Performing Arts Center Foundation, had the Ready to Dance video shown. In his opinion, this video clearly paints a picture of what the performing arts center will be and what it will mean for this community. He continued and updated the Council with a PowerPoint presentation, a copy of which is made a part of the final minutes. The process started years ago with the private sector, and the feasibility study that came out of that confirmed the fact that great communities need a great theater. But the original MOU, approved in 2003, received a lot of support from the public and veritably set the ball rolling for this project, because the City was able to reserve the land to enable the Foundation to focus clearly and intensify its commitment to this center.

Another major study was subsequently conducted that helped create the vision for a theater complex and how it could be integrated into the community. In conjunction with this major study, a survey was done that clearly showed that this community wants a world-class performing arts center and believes it should be accomplished with a private-/public-sector partnership that includes higher tourism taxes, such as a rental car fee, to help fund it.

At the 2001 legislative session, a resolution was passed in support of the performing arts center, recognizing that a private/public partnership was necessary to accomplish it. But the City's commitment of the land was the catalyst that put this project forward and engaged the private and public sectors more broadly than ever before. Hence, the 2003 legislature passed AB-16 approving a rental car fee and a \$250,000 planning grant. The County then became engaged in the dialogue and it approved three other planning grants equal to the state's.

Over the next two years, with approval of this matter and the public sector's continued support, the foundation hopes to work closely with the Related Companies to integrate the center into its plan on the 61 acres. This will require the Foundation to specifically plan the center and determine the cost, how it will be built, and how to phase it in. It will also give the Foundation the opportunity to finalize private-sector fundraising.

Once all this is accomplished, groundbreaking is expected to occur in 2006. This performing arts center will be a catalyst for this community and provide cultural infrastructure, development, educational opportunities, and assist in community building.

MR. SNYDER said that time is critical and requested the Council's support of the extended MOU in order to continue working with the Related Companies to finalize the details.

COUNCILMAN BROWN said that JESSIE, a student sitting with him in celebration of Black History Month, is in support of this project, because she is a sax player and hopes to perform there some day. JESSICA, also a student, said that she plays the violin and that a performing arts center will be good for the community.

MAYOR GOODMAN and COUNCILMEN WOLFSON and WEEKLY agreed that this community will embrace this project if given a clear vision of a first class performing arts center. MAYOR GOODMAN noted that he just hopes the private sector of this community is sophisticated enough and ready to make

CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

MINUTES - Continued:

the kind of contributions that have made the West Palm Beach performing arts center a success. Bonding will not suffice. MR. SNYDER said that the video will bring a lot of support.

MAYOR GOODMAN encouraged all the Council members to take a trip to West Palm Beach to see its performing arts center.

(9:54 - 10:23)

1-1033

SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

THIS SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("MOU") is made as of the 2nd day of February, 2005, by and between LAS VEGAS PERFORMING ARTS CENTER FOUNDATION, a Nevada non-profit corporation ("LVPAC") and the CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada ("CITY") and CITY PARKWAY V, INC, a Nevada non-profit corporation ("CP"). CITY and CPV shall collectively be referred to as the "City Parties". LVPAC, the City and CP are sometimes referred to herein collectively as the "Parties."

RECITALS

WHEREAS, CP is the owner of certain real property consisting of an approximately 62-acre site located in the Parkway Project in downtown Las Vegas, Clark County, Nevada and depicted on Union Park Map attached hereto as Exhibit A ("Union Park").

WHEREAS, LVPAC is a 501 (c) (3) organization dedicated to developing, building and operating a world class performing arts center in the City which will benefit the residents of the City and Southern Nevada and foster the growth of cultural amenities and economic development in the City and the region;

WHEREAS, CP, on behalf of the City, desires to develop Union Park for the vital and best interests of the City, and the health, safety, morals and welfare of its residents which are in accord with the public purposes and provisions of applicable federal, state and local laws and requirements;

WHEREAS, the Parties previously entered into (i) a Memorandum of Understanding dated May 21, 2003, as amended (the "Original MOU") to set forth the general terms and conditions which CP would be willing to convey a portion of Union Park to LVPAC for the development of the Project and (ii) a First Amended and Restated Memorandum of Understanding dated February 18, 2004 which was amended and restated on June 16, 2004 and December 15, 2004 (the "First Restated MOU");

WHEREAS, the Parties have conducted certain negotiations, investigations and other due diligence activities pursuant to the Original MOU and First Restated MOU;

WHEREAS, pursuant to Subsection 1 of Section 3 of Chapter 15, Statutes of Nevada of the 20th Special Session (2003) (the "Act"), the Board of County Commissioners (the "Board") of Clark County Nevada, a political subdivision of the State of Nevada ("County"), may by ordinance impose a fee upon the lease of a passenger car by a short-term lessor in the County in the

amount of not more than 2 percent of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a governmental entity (the "Rental Car Fee");

WHEREAS, certain of the monies received by the County from the Rental Car Fee (the "Pledged Rental Car Fees") must be used to pay the costs to acquire, improve, equip, operate and maintain within the County a performing arts project (the "Project"), or to pay the principal of, interest on or other payments due with respect to bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof;

WHEREAS, the County (pursuant to the County Bond Law, NRS 244A.011 through 244A.065) and the City (pursuant to the City Bond Law, NRS 268.672 through 268.740) are each authorized to acquire, improve, equip, operate and maintain a "building project" as defined in NRS 268.676 and 244A.019, respectively, and it is contemplated by the Parties that that the performing arts Project authorized to be financed in the County by the Act (the "Project") will be a "building project" as defined in NRS 268.676 and NRS 244A.019;

WHEREAS, the City and the County intend that the City issue notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees (the "Bonds") pursuant to resolutions and ordinances of the City authorizing the issuance thereof (collectively, the "Bond Ordinance") in order to fund, in whole or in part, the acquisition, establishment, construction or expansion of the Project (which will be located in the County) and otherwise to use all proceeds of the Pledged Rental Car Fees distributed to the City pursuant to the Interlocal Agreement described in the following preamble to pay the costs to acquire, improve, equip, operate and maintain the Project, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, the City and the County may enter into an Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Project (the "Interlocal Agreement") whereby the County will provide to the City the proceeds of the Pledged Rental Car Fees to enable the City to use all proceeds of the Pledged Rental Car Fees to acquire, improve, equip, operate and maintain the Project within the County, or to pay the principal of, interest on or other payments due with respect to bonds (including the Bonds) issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof, all as to be set forth in the Interlocal Agreement; and

WHEREAS, and as a result thereof, the Parties desire to amend and restate the Original MOU and the First Restated MOU as set forth in this MOU in order to explore the possibility of the City constructing or equipping the Project with the proceeds of the Bonds and permitting LVPAC to operate and/or lease the Project in mutually acceptable terms and conditions.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CP, City and LVPAC agree as follows:

1. Union Park Master Plan. Attached hereto as Exhibit "B" is the proposed, preliminary Master Plan as submitted by The Related Group for the development of Union Park. LVPAC hereby acknowledges that Union Park is intended to be developed as a mixed-use real estate development, including, without limitation, residential, sports facilities and stadiums, office, medical, retail and cultural uses.

2. The Project.

(a) The Parties agree that the site of the Project is currently planned to be approximately on the site shown on Exhibit "C" attached hereto (the "Project Parcel"). It is anticipated that the Project Parcel will contain approximately 5 acres plus certain parking rights in other parts of Union Park which may be agreed upon in the Lease and Operating Agreement ("LOA" as defined below).

(b) The parties agree that the current conceptual plan for the Project contains the following elements: a theatre containing approximately 2,500 seats, a theatre containing approximately 650 seats, common area of approximately 15,000 square feet, together with all ancillary facilities necessary for the operation of the Project, all contained within a footprint of approximately 200,000 square feet.

3. Feasibility of Design and Construction of the Project. The Parties agree that the purpose of this MOU is to provide a framework whereby the Parties can explore the feasibility of the following, among other matters: (i) the design and operation of the Project by LVPAC; (ii) and the construction and ownership of the Project by the City using proceeds from the Bonds and possibly contributions from LVPAC and others; and (iii) the operation and/or lease of the Project by LVPAC pursuant to the LOA. In connection therewith, the Parties agree in concept, but not in any binding fashion, to the following parameters:

(a) The Project would be designed and engineered by LVPAC at its sole cost and expense as further set forth in Section 5 below.

(b) The City would construct and own the Project using Bond proceeds and possibly contributions from LVPAC and others as further set forth in Sections 6 and 7 below.

(c) The Project will be operated and/or leased by LVPAC in accordance with the terms of the LOA.

4. Interlocal Agreement. The Parties acknowledge (i) that the ability of the Parties to proceed with the Project, including any material feasibility investigations, is dependent upon the County adopting the Ordinance, entering into the Interlocal Agreement with the City and disbursing the Pledged Rental Car fees to the City. In the event that the County does not adopt the Ordinance and enter into the Interlocal Agreement on or before March 16, 2005, this MOU will expire without any further obligation or liability of any of the Parties.

5. Design of the Project; Construction Management Services.

(a) LVPAC agrees that the LOA will require LVPAC to provide all design and engineering services for the complete design of the Project, including final plans, specifications and working drawings for the construction of the Project. The selection of any professional engineers, surveyors and architects for the Project shall be in compliance with all applicable laws, including, but not limited to NRS 625.530. Included in such services will be the services of a third party construction cost estimating and value engineering firm to provide estimating and value engineering services for the Project. The architectural services will include all architectural services required through completion of construction.

The City Parties will assist LVPAC with the development and negotiation of the architectural services agreement for the design and/or engineering of the Project.

(b) In addition and in the event the rental car tax payments are not sufficient and/or Bond proceeds do not provide for such expenses, the LOA will require LVPAC to either provide at its cost and expense or reimburse the City for the cost and expense of a third party construction management company to provide construction management services for the construction of the Project.

6. Construction of the Project. The Parties agree that it is intended that the City will construct and own the Project. In connection therewith, LVPAC acknowledges that the Project will be constructed in compliance with Chapter 338 of Nevada Revised Statutes with the City employing such method of compliance as determined by the City in its sole discretion.

7. Financing of the Project. The Parties acknowledge that the financing of the construction of the Project will come from the proceeds of

Bonds and possibly contributions from LVPAC and others. The City's decision to issue the Bonds will be based on a large number of factors including, without limitation, the estimated cost of the Project, the availability and amount of the Pledged Rental Car Fees, the principal amount, terms and conditions of the underwriting of the Bonds, the final cost of the Project as set forth in the final bids for the Project and the terms and conditions of such bids; including the amount and nature of any open or allowance items. LVPAC agrees that in all events the decision to issue the Bonds to finance and construct the Project will be at the sole and complete discretion of the City.

8. Ownership and Operation of the Project. The Parties agree that (i) the Project will be owned by the City and (ii) the Project will be operated and/or leased by LVPAC in accordance with the terms of the LOA. The Parties will attempt to negotiate a long term lease and/or operating agreement whereby the City shall lease the Project to LVPAC and LVPAC will operate the Project (the "LOA"). The LOA shall provide the following:

- (a) the Project will be owned by the City;
- (b) the Project will be leased to LVPAC for a mutually agreeable term but in no event less than the term of the Bonds at an annual rent of One Dollar (\$1.00) and such other reimbursement payments as agreed to by the parties;
- (c) the Project will be operated by LVPAC at its sole cost and expense and there will be absolutely no obligation of the part of the City Parties to contribute any funds to the operation and maintenance of the Project;
- (d) the LOA will require the deposit with the City prior to construction of the Project funds in an amount equal to twenty-four months of expenses to operate, maintain, and repair the Project (not including the production of any performance schedule) which will be held by the City to secure the maintenance and repair of the Project;
- (e) the LOA will govern the agreements of the Parties relating to the design and construction of the Project; and
- (f) the LOA will contain such other operating covenants and obligations on the part of the Parties as finally set forth in the LOA, including without limitation parking rights of the Project in areas offsite to the Project.

9. Operating Endowment. LVPAC agrees that the LOA will require that the LVPAC raise an operating endowment to fund the operation, maintenance and repair of the Project, including programming, prior to the commencement of construction of the Project. The raising of such operating development is mutually intended to be a condition precedent to the

commencement of the Project. The amount of and permitted uses of the operating endowment shall be subject to the reasonable approval of the City Parties.

10. Reservation and Exclusivity. The City Parties agree that so long as the MOU and/or the LOA are in effect, it will make no disposition of any interest in the Project Parcel to any person or entity other than LVPAC, subject to the terms and conditions of this MOU (including, without limitation Section 11(b) below) and as set forth in the LOA. The Parties recognize that it is vital to the success of the Project that a unified approach is taken with respect to the development of the Project and that broad community support is generated for the Project. Accordingly, so long as this MOU and/or the LOA are in effect, the City Parties will deal exclusively with LVPAC with respect to development, construction and operation of the Project. LVPAC acknowledges that CP has entered into an Exclusive Negotiating Agreement with The Related Group dated January 5, 2005 ("ENA") for the negotiation of a Disposition and Development Agreement concerning the development of Union Park. The City Parties and LVPAC understand that, pursuant to the ENA, this MOU is subject to the consent of The Related Group. In the event that the approval of the Related Group is not obtained by June 30, 2005 then this MOU shall terminate automatically without further obligation or liability of either party and all covenants set forth herein shall terminate, including without limitation, the covenants of the City Parties set forth in the Section 10 above. The City Parties and LVPAC agree that, if by June 30, 2005 the parties are in good faith negotiations and the consent of the Related Group has not been obtained, the June 30, 2005 deadline may be extended to a date mutually agreed upon and approved in writing by the parties. In addition, the approval of The Related Group to the LOA also may be required. LVPAC commits that it will endeavor to broaden its base of support to encompass other groups and individuals who share the goal of developing a world class performing arts Project for the people of the City and the region.

11. Nonbinding Nature of MOU.

(a) LVPAC acknowledges that because of the many uncertainties concerning the Project that this MOU serves only as an expression of a mutual intent of the Parties to determine in good faith the feasibility of the City constructing and owning the Project and the operation, maintenance and repair of the Project by LVPAC. In connection with such decision by the City, the City will consider any number of factors but ultimately the decision to proceed or not to proceed with the construction of the Project will be at the City's sole and absolute unfettered discretion and such intent shall be set forth in the LOA. Accordingly, LVPAC agrees and acknowledges that this MOU creates no obligation whatsoever on the part of the City Parties to proceed with the construction of the Project or to issue the Bonds or undertake any other

type of financing in connection with the Project.

(b) The Parties agree that the obligations of LVPAC and the City Parties as contemplated by this MOU are to negotiate in good faith to arrive at the final terms of the LOA, but if the parties, after good faith negotiation, are unable to arrive at a final form of the LOA by June 30, 2005, this MOU will expire without further obligation or liability of either party and all covenants set forth herein shall terminate, including without limitation, the covenants of the City Parties set forth in Section 10 above. Upon the execution and delivery of the formal LOA, the terms of such agreement will supercede the obligations contained herein. LVPAC agrees that this MOU does not create any real property rights whatsoever in Union Park in LVPAC and any such rights will be created only by or as set forth in the LOA.

12. Effect and Execution in Counterparts. This MOU supersedes in all respects the Original MOU and the First Restated MOU. The Original MOU and the First Restated MOU are superseded in all respects and are of no further force and effect. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute on agreement. To facilitate the execution of this MOU, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

13. Governing Law. The interpretation and enforcement of this MOU shall be governed in all respects by the laws of the State of Nevada.

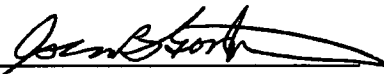
14. Captions. The captions contained in this MOU are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the MOU.

15. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, LVPAC warrants that it has disclosed, on Exhibit D attached hereto, all members of the Board of Directors of LVPAC, as well as all persons and entities holding more than 1% interest in LVPAC or any principal of LVPAC. Throughout the term hereof, LVPAC shall notify the City Parties in writing of any material change in the above disclosure within 15 days of any such change.

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...

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first above written.

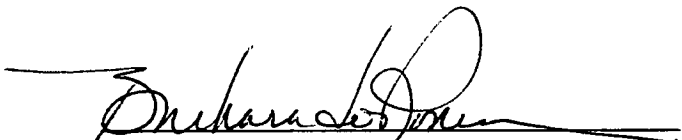
CITY OF LAS VEGAS NEVADA

By: 
Oscar B. Goodman, Mayor

CITY PARKWAY V, INC., a
Nevada not-for-profit corporation

By: 
Douglas Selby, President

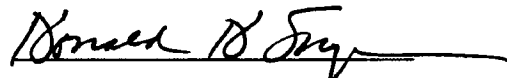
ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

J. Pontallo 1/25/05
Date

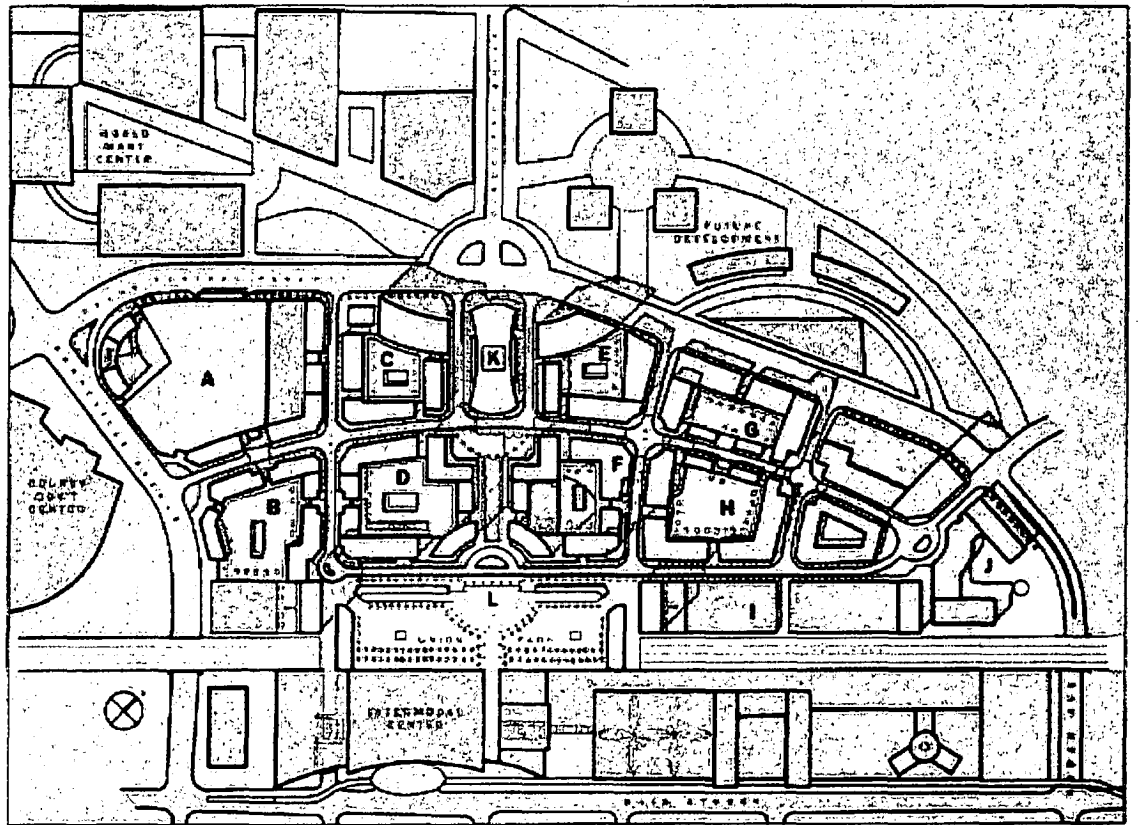
**LAS VEGAS PERFORMING ARTS
PROJECT FOUNDATION,**
a Nevada not-for-profit corporation

By: 
Its: Chairman



CLV 61 Acres

EXHIBIT A



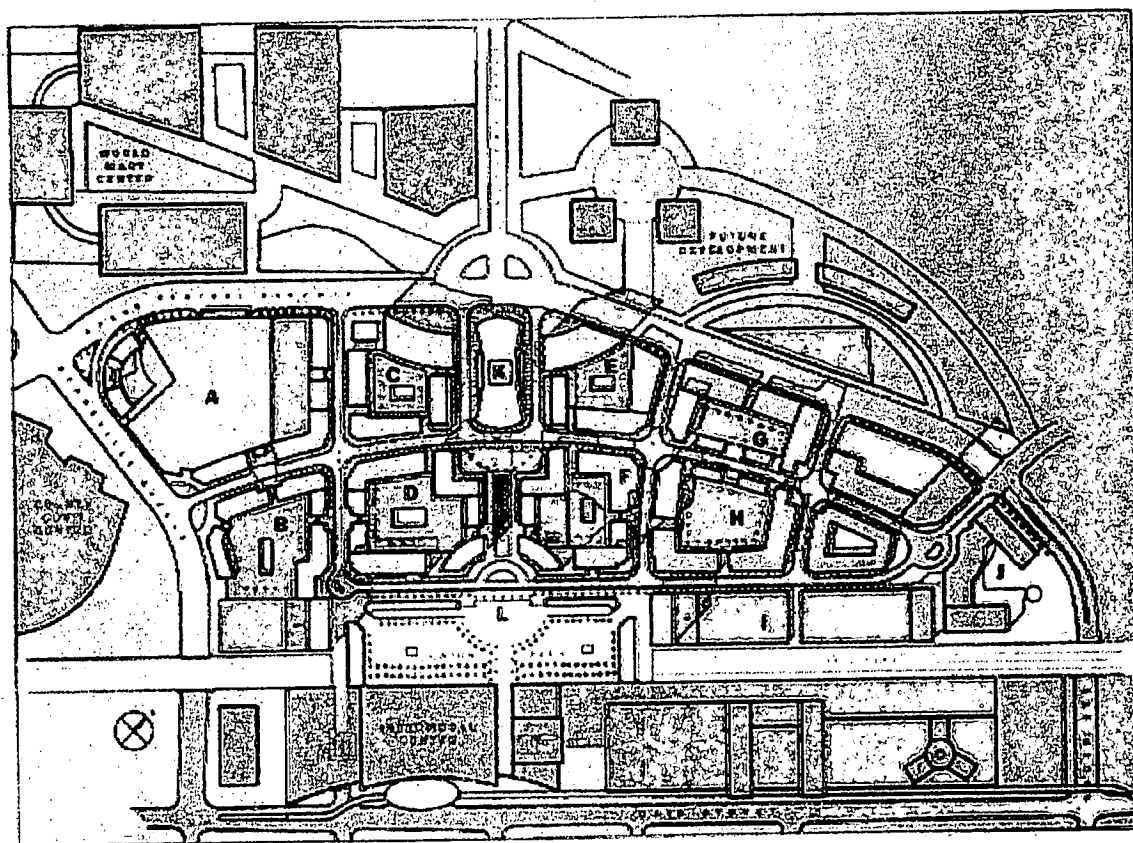
UNION PARK
REQUEST FOR PROPOSALS

Las Vegas, Nevada

RENDERED SITE MASTER PLAN

UNION PARK (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

Exhibit B



UNION PARK *Las Vegas, Nevada*
RESIDENTIAL DEVELOPMENT

RENDERED SITE MASTER PLAN

Exhibit C
Project Parcel

Disclosure of Principals
LVPAC Board of Directors

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

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

Exhibit D

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

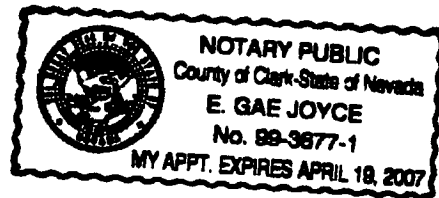
LAS VEGAS PERFORMING ARTS CENTER
FOUNDATION, INC.

By: Donald R. Foy

Its: Chairman

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

E. Gae Joyce
Notary Public



Las Vegas Performing Arts Center

Ready to Dance

2/2/05 (11/14)
#37

10 years in the making

- ✓ Started with community leaders
- ✓ Feasibility Study
- ✓ Pre-architectural Study
- ✓ Frank Luntz Survey

Community Building

The City of Las Vegas was a catalyst for us.

Next Two Years

- ✓ Specific Planning
- ✓ Private Sector Funding
- ✓ Ground Breaking

Why?

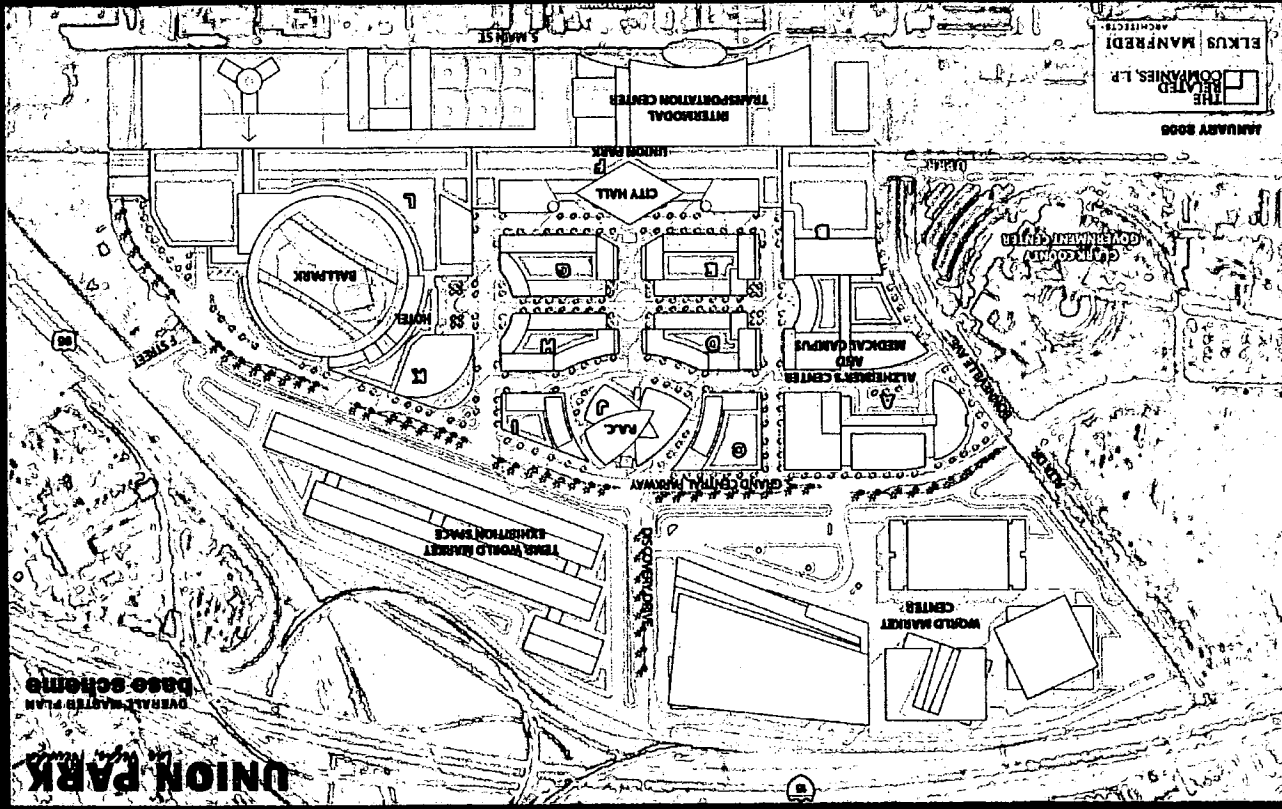
- ✓ We are the largest county in North America without a world-class performing arts center
- ✓ We will be a catalyst for you

A Catalyst for Development

“...harnessing the power of the arts and culture as tools that unite communities, create economic opportunity and improve the quality of life”

-National Governors Association 6/25/01

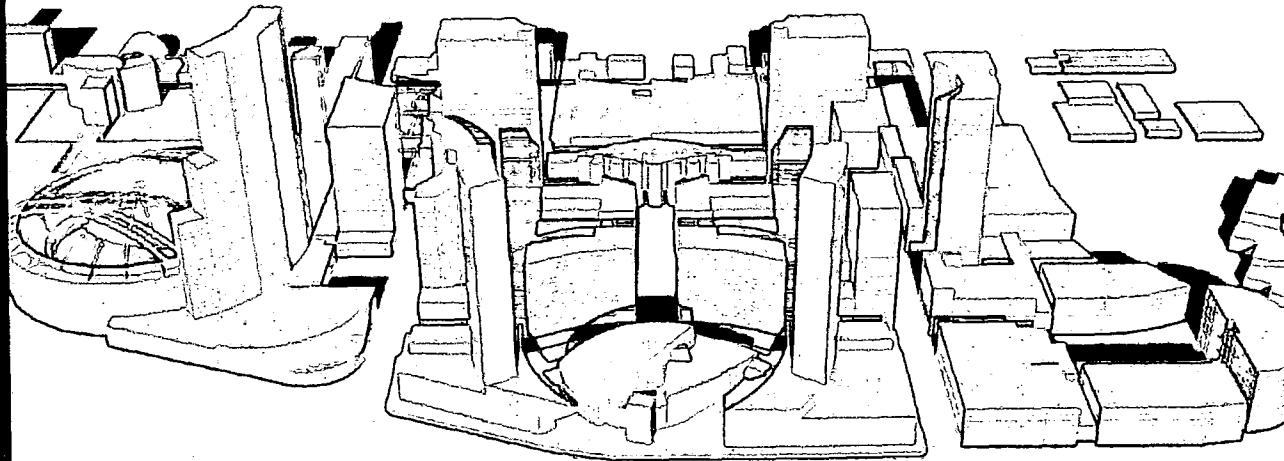
Union Park



UNION PARK

Las Vegas, Nevada

3D MODEL
aerial view
from west



JANUARY 2005

THE
UNION
COMPANIES, L.P.

ELKUS MANFREDI
ARCHITECTS

What it Will Provide

- ✓ A world-class facility
- ✓ A community resource - A place for everyone
- ✓ A place that celebrates the arts and fosters the arts
- ✓ A place for first-run Broadway shows and for attractions from around the world
- ✓ A home for local arts groups

We're ready to dance

The Time is Now

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: ELIZABETH FRETWELL

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ADMINISTRATIVE:

Report and possible action on the 2005 Federal Action Plan

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

Last year the Council approved a federal legislative agenda that outlined priority areas. Staff will provide an outline of the city's 2005 Federal Action Plan.

RECOMMENDATION:

It is recommended that the City Council approve the 2005 Federal Action Plan and direct staff accordingly.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - ABEYANCE to 2/16/2005 - UNANIMOUS

MINUTES:

DEPUTY CITY MANAGER FRETWELL requested this matter be held in abeyance so that staff can brief the Council members individually.

NOTE: COUNCILMAN MACK requested the briefings include SNPLMA funding. DEPUTY CITY MANGER FRETWELL indicated the draft plan includes a section on Public Lands Management issues.

(10:23 - 10:25)

1-2189

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Tiffiany Avice Johnson-Rorie, P.O. Box 669, Las Vegas, Nevada 89125

Fiscal Impact:

☒ **No Impact**

☐ **Budget Funds Available**

☐ **Augmentation Required**

Amount:

Dept./Division:

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and Hold in ABEYANCE Item 39 to 2/16/2005 and STRIKE Items 41, 46, and 52 - UNANIMOUS with MACK not voting

MINUTES:

There was no discussion.

(9:50 - 9:52)

1-902

RECEIVED
CITY CLERK

2005 JAN 18 A 9:43

January 18, 2004

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tiffany Aviece Johnson-Rorie".

Tiffany Aviece Johnson-Rorie
P.O. Box 669
Las Vegas, NV 89125



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
VANCE WEEKLY

MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

January 18, 2005

Tiffany Avice Johnson-Rorie
P.O. Box 669
Las Vegas, NV 89125

Re: **WORK CARD APPEAL**

Dear Ms. Johnson-Rorie:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **February 2, 2005**.

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

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

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

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

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

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

VOICE 702.229.6011
TDD 702.386.9108

www.lasvegasnevada.gov
18112-001-6/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Joan Leslie Davis, LVCCC, 2901 Industrial Road, Las Vegas, NV 89109

Fiscal Impact:

☒ No Impact

Amount:

☐ Budget Funds Available

Dept./Division:

☐ Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal and City Clerk Notification Letter to Appellant
2. Arrest report for Joan Davis

MOTION:

REESE - STRIKE - UNANIMOUS

MINUTES:

The appellant was not present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department, indicated that the employer with whom MS. DAVIS was seeking employment informed him that she found another job that does not require a work card and pays more money. COUNCILMAN REESE expressed his appreciation to DETECTIVE RODD for all his assistance in matters like this. He wished MS. DAVIS well.

MAYOR GOODMAN noted that ORLANDO SANCHEZ, Director of Neighborhood Services, recently briefed him on the EVOLVE Program, which is very successful. But he was amazed that the state prison releases inmates with only \$25. How can society expect a person to make it back into the community with \$25 without getting into trouble? He hopes those in the legislature wake up.

(10:25 - 10:31)

1-2289

RECEIVED
CITY CLERK

2004 DEC 23 AM 10:47

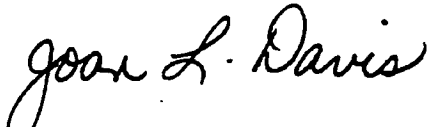
December 23, 2004

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Joan Leslie Davis
LVCCC
2901 Industrial Road
Las Vegas, NV 89109



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

LAWRENCE WEEKLY

MICHAEL MACK

JANET MONCRIEF

STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

RECEIVED
CITY CLERK

December 23, 2004

2004 DEC 23 A 11:03

Joan Leslie Davis
LVCCC
2901 Industrial Road
Las Vegas, NV 89109

Re: WORK CARD APPEAL

Dear Ms. Davis:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of January 19, 2005.

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

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

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

Sincerely,

Yvonne Yturbe
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

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

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

VOICE 702.229.6011
TDD 702.388.9108
www.lasvegasnevada.gov
18112-001-6/04

JOAN DAVIS ID# 628167

<u>ARREST DATE</u>	<u>CHARGE</u>	<u>DATE AND DISPOSITION</u>
05/05/83	Prostitution Solicit	05/08/83-Amended NY
05/14/83	Prostitution Solicit	05/19/83-Amended NY
06/14/83	Prostitution Loiter	07/01/83-Denied
08/12/83	Prostitution Loiter (citation)	09/08/83-Dismissed
09/08/83	Prostitution Solicit (citation)	12/08/83-Amended NY
10/06/83	Prostitution Loiter (citation)	10/24/83-Dismissed
10/09/83	Prostitution Loiter	10/21/83-Denied
10/14/83	Prostitution Loiter	11/08/83-Dismissed
10/25/83	Prostitution Solicit	11/25/83-Amended NY
10/30/83	Prostitution Solicit	11/29/83-Amended NY
04/12/84	False Info to P/O	04/13/84-DPO (Depopulation order)
05/14/84	Prostitution Solicit	08/16/85-Amended NY
06/15/84	Grand Larceny	09/11/84-Dismissed
06/15/84	Battery	06/21/84-Denied
06/15/84	Added penalty Victim over 65	09/11/84-Dismissed
07/08/84	Grand Larceny	07/02/85-Amended NY
08/16/84	Disorderly Conduct	09/30/85-Amended NY
03/16/85	Resist a P/o	07/12/85-amended to Obstruct a P/O-Dismissed
05/20/85	Prostitution Loiter	07/02/85-amended to Obstruct a P/O-Dismissed
04/27/85	Battery (citation)	Unknown

01/08/86	Grand Larceny	01/14/86-Denied
05/24/86	Grand Larceny	08/08/86-Dismissed
01/04/88	Poss Cont Sub	01/04/88-Out on Bail
01/04/88	U/Influence Cont Sub	01/05/88-NCF
01/04/88	Poss Narco Paraphernalia	01/21/88-Denied
05/01/90	Prostitution Solicit	10/04/90-Dismissed
11/09/91	Solicit F/Purp of Prostitution	No Disposition available
11/09/91	Poss Narco Paraphernalia	No Disposition available
11/12/91	Solicit F/Purp of Prostitution	No Disposition available
11/30/91	Solicit F/Purp of Prostitution	No Disposition available
11/30/91	Poss Narco Paraphernalia	No Disposition available
12/14/91	Loiter F/Purp of Prostitution	No Disposition available
12/14/91	Solicit F/Purp of Prostitution	No Disposition available
12/14/91	Poss Narco Paraphernalia	No Disposition available
02/27/92	Poss Cont Sub	03/02/92-NCF
03/21/92	Poss Narco Paraphernalia (citation)	No Disposition available
05/10/92	Disturbing the Peace	No Disposition available
04/07/93	Solicit F/Purp of Prostitution	04/07/93-90 days suspended
03/23/93	Contempt of Court	03/23/93-2 days
03/09/93	Poss Narc Paraphernalia (citation)	No Disposition available
12/29/93	Trespass (citation)	No Disposition available
10/07/94	Trespass (citation)	No Disposition available
01/12/94	Solicit f/Purp of Prostitution	No Disposition available
01/12/94	Poss Narco Paraphernalia	No Disposition available

08/04/95	Poss Narc Paraphernalia	07/31/95-Denied
08/16/95	Solicit F/purp of Prostitution	No Disposition available
01/11/96	Poss Narc Paraphernalia (citation)	No Disposition available
05/29/96	Obstructing a PO (citation)	No Disposition available
06/02/96	Loiter F/Purp of Prostitution	06/18/96-Denied
06/02/96	Poss Narco Paraphernalia	No Disposition available
06/10/96	Poss Narco Paraphernalia (citation)	No Disposition available
06/27/96	False Info to PO	No Disposition available
11/04/96	Poss Narco Paraphernalia	11/07/96-Denied
12/10/96	Poss Narco Paraphernalia	No Disposition available
07/09/97	Solicit F/Purp of Prostitution	No Disposition available
07/09/97	Solicit F/Purp of Prostitution	08/23/99-Court Contempt
08/27/97	Poss Narco Paraphernalia	No Disposition available
09/22/97	Burglary	12/17/97-Plea Guilty to Victim Burglary
10/20/97	Probation Violator	
11/23/97	Loiter F/Purp of Prostitution	12/01/97-Denied
11/22/97	Poss Narco Paraphernalia (citation)	No Disposition available
12/02/97	FTA-Contempt of Court	No Disposition available
12/23/97	Solicit F/Purp of Prostitution	No Disposition available
01/31/98	Poss Narco Paraphernalia	02/03/98-Denied
02/07/98	Contempt of Court	No Disposition available
01/20/01	Poss Narco Paraphernalia	01/22/01-Denied
03/18/01	Poss Narco Paraphernalia (citation)	No Disposition available

07/26/01	Poss Cont Sub	11/13/01-Dismissed
07/11/02	Loiter F/Purp of Prostitution	No Disposition available
08/16/02	Poss Narco Paraphernalia	No Disposition available
07/10/02	Poss Narco Paraphernalia (citation)	No Disposition available
08/13/02	Consume Liq Where Bought	No Disposition available

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Maria De Jesus Ozuna, 2209 Jones Boulevard, Apt. 4, Las Vegas, Nevada 89108

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and Hold in ABEYANCE Item 39 to 2/16/2005 and STRIKE Items 41, 46, and 52 - UNANIMOUS with MACK not voting

MINUTES:

There was no related discussion.

(9:50 - 9:52)

1-902

RECEIVED
CITY CLERK

2005 JAN 20 P 1:39

January 20, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Maria De Jesus Ozuna
2209 Jones Boulevard, Apt. 4
Las Vegas, NV 89108



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

VRENCE WEEKLY

MICHAEL MACK

JANET MONCRIEF

STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

January 20, 2005

Maria De Jesus Ozuna
2209 Jones Boulevard, Apt. 4
Las Vegas, NV 89108

Re: **WORK CARD APPEAL**

Dear Ms. Ozuna:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **February 2, 2005**.

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

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

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

Sincerely,

Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

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

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

VOICE 702.229.6011

TDD 702.386.9108

www.lasvegasnevada.gov
18112-001-8/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Laurnel C. Crocker, 2817 W. Sahara, Apt. #2, Las Vegas, Nevada 89102

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - ABEYANCE to 2/16/2005 - UNANIMOUS

MINUTES:

The appellant was not present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department, requested this matter be held to the next Council meeting to give him time to notify the appellant.

(10:31)

1-2508

RECEIVED
CITY CLERK

2005 JAN 18 P 2:10

January 18, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

A handwritten signature in cursive script that reads "Laurnel Crocker".

Laurnel C. Crocker
2817 W. Sahara, Apt. #2
Las Vegas, NV 89102



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
VRENCE WEEKLY
MICHAEL MACK

JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

January 18, 2005

Laumel C. Crocker
2817 W. Sahara, Apt. #2
Las Vegas, NV 89102

Re: **WORK CARD APPEAL**

Dear Ms. Crocker:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **February 2, 2005**.

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

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

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

Sincerely,

Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

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

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

VOICE 702.229.6011
TDD 702.386.9108

www.lasvegasnevada.gov
18112-001-8/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes and Health Dept. regulations, G2E Health Systems, Inc., dba G2E Health Systems, Inc., 1181 South Buffalo Drive, Suite 140, Anthony K. Chadwell, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Massage Establishment License.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report or extend the temporary in the event the police report is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Anthony Chadwell
3. Map

MOTION:

TARKANIAN - APPROVED the temporary license with a six-month (8/3/2005) review, requiring that the massage service hours run concurrent with the nutrition service hours, and subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process - **UNANIMOUS**

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, noted a correction to the business name, which should be G2G Health Systems. He indicated that the initial issue with the zoning conditions for the massage use was resolved. MR. CHADWELL has two general business licenses, one for nutritional sales and another for nutritional counseling, which is still in the process of being reviewed for approval. The massage license is an ancillary use of the two general business licenses. Inspection of the business was made. If approved, staff would like the additional following conditions: 1) that the hours of operation for the massage establishment do not exceed the hours of the nutritional counseling and nutritional sales services; and 2) that a six-month review be imposed. MR. CHADWELL concurred with the additional conditions.

(10:31 - 10:35)

1-2548

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes and Health Dept. regulations, G2E Health Systems, Inc., dba G2E Health Systems, Inc., 1181 South Buffalo Drive, Suite 140

The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

- (A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:
 - (1) The applicant's fitness for a license; and
 - (2) The appropriateness of the applicant's business location.
- (B) A temporary license shall not be granted under this Section unless:
 - (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
 - (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
 - (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated December 28, 2004 from Anthony Chadwell outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on December 30, 2004. Based on our review of the applicant's Scope printout and the fact that Mr. Chadwell was previously investigated and approved for a massage establishment license for Center for Holistic Rehabilitation, we have determined the applicant is preliminarily suitable to hold a temporary massage establishment license until the investigation is complete.

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

ANTHONY CHADWELL

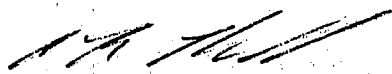
1181 South Buffalo Suite 140
Las Vegas, NV 89117
Phone 702.869.9222
Fax 702.869.9276
cranialguy@aol.com

December 28, 2004

I am requesting a Temporary Massage Establishment License at the above location. I have held a license, exclusively in my name, without incidence since 1998. Only due to a mis-communication did I allow my prior license to lapse after my divorce while I was waiting to open up at this location.

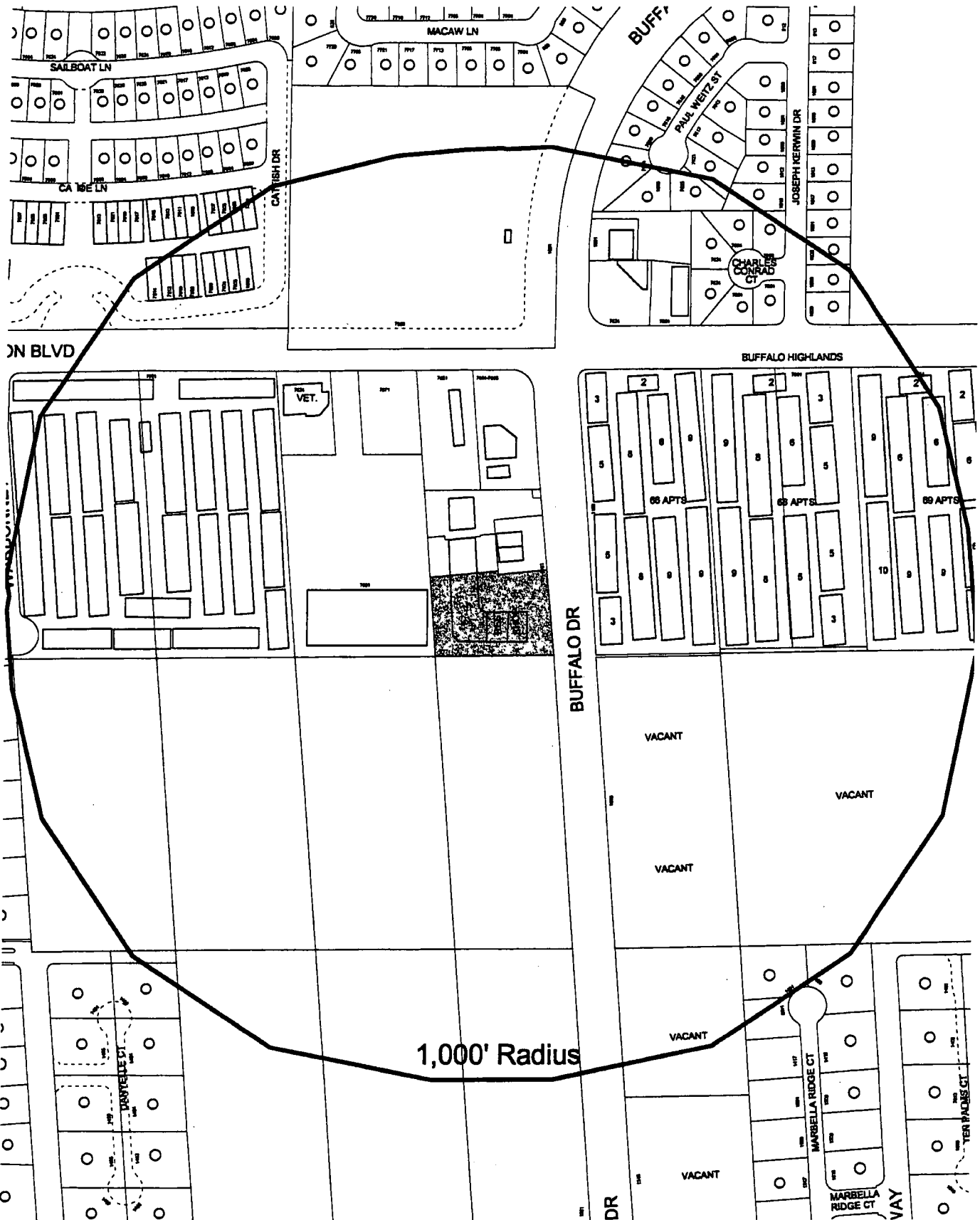
If you have any questions please call me directly at 355-5794

Sincerely,



Anthony Chadwell

G2E HEALTH SYSTEMS, INC.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning codes, R & R Fitness Centers, LLC, dba Tone Zone, 3211 North Tenaya Way, Suite 110, Rick W. Hallgren, Mgr, Mmbr, 50%, Virginia C. Knudson, Mgr, Mmbr, 50% - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Massage Establishment License.

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report or extend the temporary in the event the police report is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Virginia Knudsen
3. Map

MOTION:

BROWN - APPROVED the temporary license subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period - **UNANIMOUS**

MINUTES:

The applicants were present.

JIM DiFIORE, Manager, Business Services, reported that the applicants met the criteria for a temporary license. The massage use is ancillary to the existing fitness center/beauty salon. Only one room will be devoted to massage service.

(10:35 - 10:36)

1-2675

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning codes, R & R Fitness Centers, LLC, dba Tone Zone, 3211 North Tenaya Way, Suite 110

The applicants are requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

- (A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:
 - (1) The applicant's fitness for a license; and
 - (2) The appropriateness of the applicant's business location.
- (B) A temporary license shall not be granted under this Section unless:
 - (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
 - (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
 - (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter received January 5, 2005 from the applicants outline the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on January 5, 2005. Based on a review of Las Vegas Metropolitan Police Department SCOPES furnished to this Department, we have determined they are preliminarily suitable to hold a temporary Massage Establishment license until the investigation is complete.

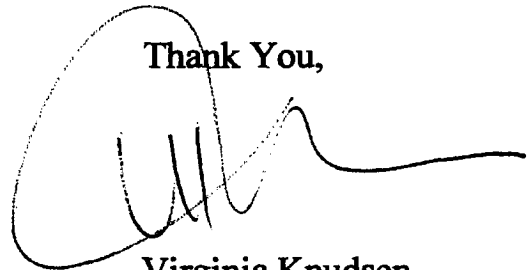
In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this applicant this item will be brought back before the Council for appropriate action.

the
TONEZONE
Wellness for Women

To whom it may concern:

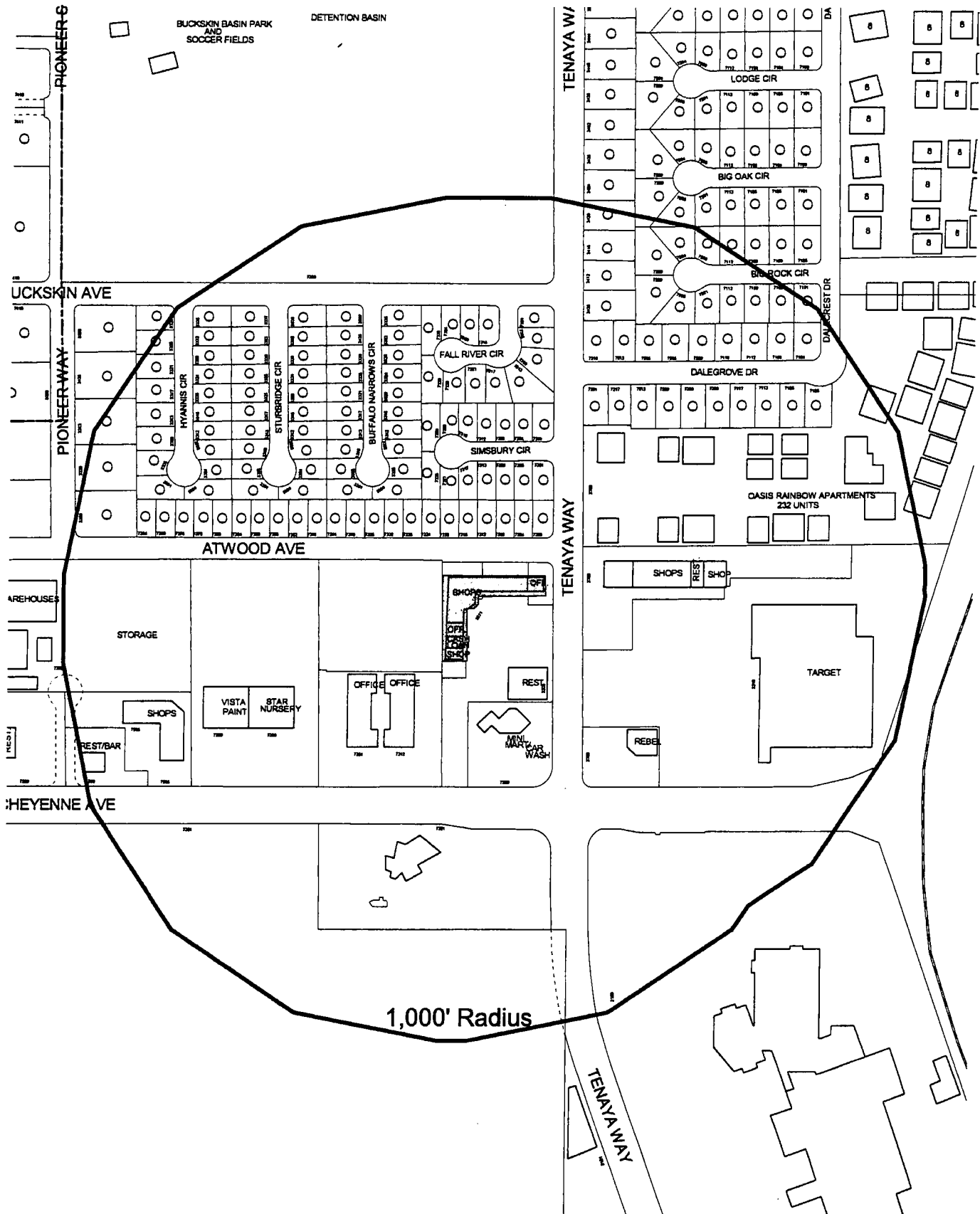
Due to numerous requests from existing clientele and because of the potential for financial gain, The ToneZone is requesting a temporary license to practice massage therapy until the current investigation has been completed.

Thank You,

A handwritten signature in black ink, appearing to read 'V. Knudsen', with a long horizontal flourish extending to the right.

Virginia Knudsen
Co-Owner

THE TONE ZONE



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Beer/Wine Cooler On-sale License, LivingTheDream, Inc., dba Aurelio's, 7660 West Cheyenne Avenue, Suite 122, David L. Jones, Dir, Pres, 10%, Lisa M. Jones, Treas, 85% - Ward 4 (Brown)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review of a Beer/Wine Cooler On-sale License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

BROWN - APPROVED the permanent license - UNANIMOUS

MINUTES:

The applicant was not present.

JIM DiFIORE, Manager, Business Services, deferred this matter over to STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro). DETECTIVE RODD reported that nothing derogatory developed during the six-month period.

(10:36 - 10:37)

1-2757

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Beer/Wine Cooler On-sale License, LivingTheDream, Inc., dba Aurelio's, 7660 West Cheyenne Avenue, Suite 122

On August 4, 2004 the City Council granted temporary approval of this license subject to a six-month review due to department concerns.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Shear Indulgence, Inc., dba Shear Indulgence Salon and Day Spa, 5000 West Oakey Boulevard, Suites B3 and B4, Darci S. O'Brien, Pres, 50%, Darla S. O'Brien, Dir, Secy, Treas, 50%, Bruno J. Humasti, Lender - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review of a Massage Establishment License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE - Motion to bring forward and Hold in ABEYANCE Item 39 to 2/16/2005 and STRIKE Items 41, 46, and 52 - UNANIMOUS with MACK not voting

MINUTES:

There was no related discussion.

(9:50 - 9:52)

1-902

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 2, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Shear Indulgence, Inc., dba Shear Indulgence Salon and Day Spa, 5000 West Oakey Boulevard, Suites B3 and B4

On August 4, 2004 the City Council granted temporary approval of this license subject to a six-month review due to an area of concern in the police report of one of the principals and conditioned the license requiring the applicant to report any arrests or citations in writing to the Department within 48 hours of occurrence.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-10-2005 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (VIP) Ownership Participation Agreement (OPA) between the Redevelopment Agency and Main Street Studios, LLC, located at 1421 South Main Street, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 1 (Moncrief) [NOTE: This item is related to Redevelopment Agency Item 2 (RA-1-2005) and to Redevelopment Agency Item 3]

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This is a related item to discussion and possible action regarding assisting Main Street Studios, LLC, with the cost of visual improvements to the art studio and office building at 1421 South Main Street. Approval will adopt findings that the OPA is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Resolution No. R-10-2005
2. Commercial VIP Ownership Participation Agreement
3. Affidavit of Naomi Arin, Esq.
4. Disclosure of Principals
5. Site Map

MOTIONS:

TARKANIAN- APPROVED as recommended - UNANIMOUS with MACK not voting

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, explained that approval by this body adopts the findings that the project is consistent with the goals and objectives of the Redevelopment Plan, that there is no reasonable means of financing available, and that the Council is consenting of the actions undertaken by the Redevelopment Agency on this project.

The project is for a commercial VIP application at 1421 South Main Street. The group purchasing the building will renovate it as a small gallery with café space. The Agency is participating with \$50,000. He recommended approval.

CINDY FUNKHOUSER, 1228 S. Casino Center Boulevard, Property Manager for Main Street Studios, and NAOMI ARIN, Board Member of Whirlygig, Inc., were present. MS. ARIN said that Whirlygig is a

CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

MINUTES - continued:

501-C3 non-profit company solely dedicated to the development of the arts in downtown. As part of their mission, they hope to renovate this property to include two art galleries to show emerging artists, as well as a café.

CHAIRMAN GOODMAN said that MS. FUNKHOUSER and MS. ARIN are extraordinary women. MS. FUNKHOUSER started the First Friday events, which have grown immensely and brought great energy to downtown.

COUNCILWOMAN TARKANIAN said that she has attended a First Friday event, and she was very impressed.

NOTE: See 2/2/2005 Redevelopment Agency Items 2 and 3 for related discussion.

(10:57 - 11:04)

2-203

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1 WHEREAS, the City Council of the City of Las Vegas has considered the
2 findings that the development of improvements to a building, facilities, structures or other
3 improvements to be located at the Site are of benefit to the Redevelopment Area or the
4 immediate neighborhood in which the Redevelopment Area is located; and
5

6 WHEREAS, the City Council of the City of Las Vegas has considered the
7 findings that no other reasonable means of financing the building, facilities or structures or
8 other improvements on the Site are available; and
9

10 WHEREAS, the City Council of the City of Las Vegas has considered the
11 undertakings of the Agency in connection with the Ownership Participation Agreement (the
12 "Agreement"), which provides for the contribution of funds to Main Street Studios, LLC for
13 making physical, visual improvements to the building located on the Site, all as more fully set
14 forth in the Agreement.
15

16 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
17 the City of Las Vegas hereby finds and determines that the development of building, facilities,
18 structures or other improvements on the Site are of benefit to the Redevelopment Area or the
19 immediate neighborhood in which the Redevelopment Area is located; and
20

21 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
22 finds and determines there are no reasonable means of financing those building, facilities,
23 structural or other improvements on the Site; and
24

25 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
26 consents to the undertakings of the Agency in connection with the Agreement with Main Street
27 Studios, LLC for the Project concerning the development on the Site.
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THE FOREGOING RESOLUTION was passed, adopted and approved this

2ND day of February, 2005.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 1/25/05
Date

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VIP OWNERSHIP PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, between the City of Las Vegas, Redevelopment Agency, a municipal corporation (hereinafter referred to as the "Agency") and the following designated Owner/Lessee (hereinafter referred to as "Participant"), to wit:

Participant's Name: MAIN STREET STUDIOS, LLC
 Participant's Corporate Entity: MAIN STREET STUDIOS, LLC
 Ownership (check one): ☒ Fee Simple ☐ Majority Owner ☐ Long-term leasehold
 Address: 1421 SOUTH MAIN STREET
 City: LAS VEGAS State: NV Zip Code: 89104
 Name of Business: MAIN STREET STUDIOS, LLC
 Project Address: 1421 SOUTH MAIN STREET

WITNESSETH

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in, existing commercial structures; and

WHEREAS, pursuant to the Agency's Commercial Visual Improvement Program ("Commercial VIP"), the agrees to rebate a portion of the cost of site improvements on qualifying commercial properties located within the Redevelopment Area of the City of Las Vegas, up to a maximum of one-half (1/2) of the approved contract cost of such improvements or \$50,000, whichever is lesser; and

WHEREAS, the Agency shall require a Commercial VIP participant to provide a 200% matching cash contribution to the Agency's participation to ensure that a participating business has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources; and

WHEREAS, the Agency has elected to provide an additional incentive to projects located within the Redevelopment Area and on the major street corridors of Martin Luther King Boulevard, Main Street, and Eastern Avenue ("Target Corridors"), by requiring a match requirement of 100%, which is smaller than projects located outside of these Target Corridors; and

WHEREAS, the Participant desires to participate in Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the CITY and OWNER/LESSEE do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") by contributing funds to the Participant for a Commercial VIP project. The improvement of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas (the "City") and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein. The Redevelopment Area is located in the City of Las Vegas, Nevada, and the exact boundaries of the Redevelopment Area are specifically described in the Redevelopment Plan, as amended. The Site is that portion of the Redevelopment Area shown on the "Site Photograph," attached to this Agreement as Attachment "1" and incorporated herein by reference, and as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "2" and incorporated herein by reference.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Participant warrants that it is duly organized under the laws of the State of Nevada and the city of Las Vegas. The Participant also warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment "3", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Participant", as used in this Agreement, includes not only the Participant but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Participant individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE. The Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The improvements to the site also shall be referred to as the "Project" hereinafter. The Participant shall make the improvements to the Site according to the Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Participant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. The Participant must prepare a line item budget, acceptable to the Agency, for all work to be performed. The Agency may withhold release of its funds until an acceptable line-item budget is submitted by the Participant. If the Project exceeds \$10,000, then the Participant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors.

SECTION 5: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Participant to make changes to the Scope of Work.

SECTION 6: AGENCY NOTICE TO PROCEED. The Agency shall require the Participant to receive from the Agency a written Notice to Proceed, attached hereto as Attachment "6" and incorporated herein by reference, prior to the contractor commencing any construction work identified in the Scope of Work. If the contractor commences any work prior to the Agency's issuance of the Agency's Notice to Proceed to the Participant, then the Agency may pursue all equitable remedies available under this Agreement, as more specifically described in Section 16 hereinafter.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Participant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 16 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Participant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: PARTICIPANT'S PROJECT RESPONSIBILITIES. The Participant is wholly responsible for procuring a contractor duly licensed by the State of Nevada and the city of Las Vegas for any work requiring a permit from the city of Las Vegas. In doing so, the Participant is responsible for obtaining any warranty or performance guarantee from the contractor. The Agency shall offer no warranty, express or implied, for any work performed. The Participant must procure the contractor in

compliance with the "Contractor Selection and Bidding Requirements" as defined in Section 4 of this Agreement. Except for the Agency's explicit participation as defined in Section 11 hereinafter, the Participant shall be wholly responsible for any and all development costs associated with the Project. This shall include, but not be limited to, architectural, engineering, and design fees, development fees, permitting fees, traffic study fees, drainage study fees, zoning fees, or other fees associated with the Project. The Participant shall be required to maintain insurance and indemnity coverage as specified in Section 14 of this Agreement, and must comply with all terms of this Agreement.

SECTION 11: AGENCY PARTICIPATION. The Agency's participation shall be limited solely to assisting the Participant with a grant to be made on a reimbursement basis. The Agency shall reimburse the Participant for construction costs in the actual amount of \$ 50,000.00 ("Construction Cost Maximum"), or a total grant award of \$ 50,000.00 ("Total Agency Award"). For payment, the Participant shall submit to the Agency copies of all paid bills, cancelled checks, contractor lien waivers or release of liens, and receipts showing the full cost of and full payment for all work completed. The Agency reserves the right to pay its Total Agency Award to the Participant in one lump sum payment, or in partial payment to the Participant, based on work completed.

SECTION 12: MATCHING CONTRIBUTION REQUIREMENT. The Agency requires a matching, cash contribution or cash equivalent from the Participant in the amount of \$ 50,000.00 ("VIP Match"). For the purposes of this Agreement, the Agency shall consider as "cash equivalent" donated, in-kind labor from professional laborers, electrical workers, plumbers, and other professional trades. When calculating the value of such in-kind labor, the Agency shall consider the market prevailing wage of such workers and trade professionals. The Participant shall be required to use its matching contribution prior to the release of any funds from the Agency. The Participant hereby agrees and warrants that it has sufficient cash or cash equivalent on hand or committed in order to meet this matching contribution requirement. The Participant and the Agency agree and acknowledge that the VIP Match is equivalent to, or greater than 100% of the Total Agency Award if the Site is located in a commercial street corridor designated as a "Target Corridor" by the Agency, and that the VIP Match is equivalent to, or greater than 200% of the Total Agency Award if the Site is located in the Redevelopment Area but not in a Target Corridor.

SECTION 13: COMPLIANCE WITH REDEVELOPMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Participant has declared that no other reasonable means of financing are available pursuant to the Participant Affidavit, attached hereto as Attachment "7" and by this reference made a part hereof. The Participant has submitted to the Agency documentation which evidences that no other reasonable means of financing are available. The Participant has provided the Agency with an Employment Plan, which is attached hereto as Attachment "8" and by this reference is made a part hereof. Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Attachment "9" and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purpose of this Agreement. The Agency is authorized to, and shall, record the Agreement to be Recorded Affecting Real Property after issuance of a Notice of Completion, attached hereto as Attachment "10" and incorporated herein by reference. The Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 14: INSURANCE AND INDEMNIFICATION REQUIREMENTS. Prior to the commencement of construction (or any work related thereto) upon the Site, the Participant shall cause to be furnished, to the Agency duplicate originals or

appropriate certificates of bodily injury and property damage insurance policies in the general aggregate amount of at least Two Million Dollars (\$2,000,000), One Million Dollars (\$1,000,000) for any person, \$1,000,000 for any occurrence and Five Hundred Thousand Dollars (\$500,000) property damage, and \$10,000 for medical expense (any one person). The policy limits of such policies may be in lesser amounts if the Participant shall provide the Agency with duplicate originals or appropriate certificates of a binder (approved by the Agency) which indemnifies and holds the Agency and the City harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions, of the Participant and its agents, servants, employees and contractors, and which provides for the defense of the Agency and the City against all claims or causes of actions arising therefrom. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction upon the Site and until the Agency has issued a Notice of Completion for the Site.

SECTION 15: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Participant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "11" and incorporated herein by reference, all members of Participant as well as all persons and entities holding more than 1% (one percent) interest in Participant or any principal member of Participant. Throughout the term hereof, Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 16: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Participant agrees to return any and all Agency Funds heretofore paid to the Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Participant shall entitle the Agency to sue the Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 17: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Chairman of the Agency or such other person that the Agency designates in writing.

SECTION 18: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 19: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this

Agreement and the remaining provisions shall remain in full force and effect.

SECTION 20: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 21: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Participant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 22: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 23. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "11" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Participant.

SECTION 24. TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2004 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2004.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CHAIRMAN
"Agency"

APPROVED AS TO FORM:

J. Porticello 1/25/05
Counsel to the Agency Date

ATTEST:

BARBARA JO RONEMUS, City Clerk

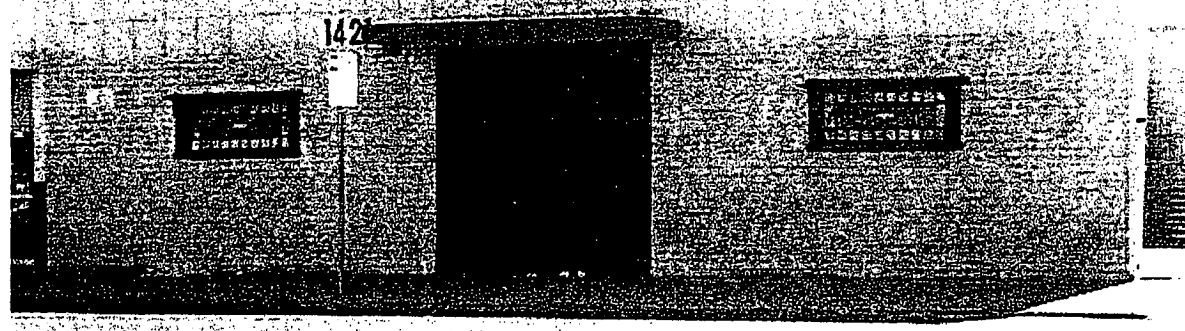
PARTICIPANT

By: _____
Its: _____

LIST OF ATTACHMENTS

ATTACHMENT "1"	SITE PHOTOGRAPH
ATTACHMENT "2"	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT "3"	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT "4"	SCOPE OF WORK
ATTACHMENT "5"	SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6"	NOTICE TO PROCEED
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT
ATTACHMENT "8"	EMPLOYMENT PLAN
ATTACHMENT "9"	AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY
ATTACHMENT "10"	NOTICE OF COMPLETION
ATTACHMENT "11"	DISCLOSURE OF PRINCIPALS FORM

ATTACHMENT "1"
SITE PHOTOGRAPH



ATTACHMENT "2"
LEGAL DESCRIPTION OF THE SITE

LOT FIVE (5) IN BLOCK TEN (10) OF BOULDER ADDITION, AS
SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS,
PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF
CLARK COUNTY, NEVADA.

ATTACHMENT "3"

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Receipt/Conformed Copy

A.P. N.: 162-03-210-024
R.P.T.T.: \$2,014.50

Escrow #04-08-1748-DTL

Mail tax bill to and
When recorded mail to:
Main Street Studios, LLC
C/O Parker Nelson & Arin, Chtd
7201 W. Lake Mead Blvd., Ste 208
Las Vegas, NV 89128-8355

Requestor:

NEVADA TITLE COMPANY

11/16/2004 09:00:38 T20040131650

Book/Instr: 20041116-0000785

Deed Page Count: 3

Fees: \$16.00 N/C Fee: \$25.00

RPTT: \$2,014.50

Frances Deane
Clark County Recorder

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That Patrick S. McGuire, a married man as his sole and separate property and, Peter J. Sidlow, an unmarried man, as tenants in common, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Main Street Studios, LLC, a Nevada limited liability company, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

LOT FIVE (5) IN BLOCK TEN (10) OF BOULDER ADDITION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

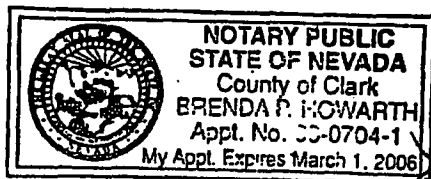
TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 26th day of
October , 2004.

Peter J. Sidlow

This instrument was acknowledged before me on October 26, 2004
by Patrick S. McGuire and Peter Sidlow

My Commission Expires: March 1, 2006



ATTACHMENT "4"

SCOPE OF WORK

Applicant Name: _____

File Number: _____

BUDGET
(Estimated)

ACTIVITY	ESTIMATED COST
Smooth Face Plaster	\$ 10,000
Windows / Doors	15,000
Thermaclear (mat. + insul.)	\$ 5,000
Entrance door	5,000
Concrete cut + landscaping	\$ 3,500
Signage	5,000
Painting / Gyp. Bd.	\$ 20,000
Repairs	10,000
Plumbing	\$ 25,000
HVAC on Roof	\$ 40,000
Framing	\$ 15,000
Elect. / Lighting	\$ 30,000
Courtyard	6,500
TOTAL ANTICIPATED GRANT REQUEST	\$ 190,000*

Amount of assistance is up to a maximum of \$50,000, provided that the Participant meets the matching funds requirement. Please attach copies of three (3) comparable bids for the project. The Agency reserves the right to accept or reject all bids submitted which are not indicative of the actual cost of work to be performed.

Architect:	Assemblage Studio
Address:	1775 E. Tropicana Ste. 8
Phone Number:	464-5126
NV License Number:	3460

Engineer:	T.J. Krob
Address:	7151 Cascade Valley Court
Phone Number:	871-3621
NV License Number:	

Contractor:	Bids to be received December 15th
Address:	
Phone Number:	
NV License Number:	

* We have not attached bids for the project as the labor unions (laborers, electrical, plumbers) have agreed to donate their services as part of their apprentice work program. Their support is donated to help develop and grow Las Vegas' arts District.

ATTACHMENT "5"
SCHEDULE OF IMPROVEMENTS

Performance Measure	Performance Deadline
1. Start of construction.	Within 60 days of execution of this Agreement
2. Completion of construction	Within 180 days of execution of this Agreement.
3. Occupancy of Site improvements by one or more tenants.	Within 270 days of execution of this Agreement.

ATTACHMENT "6"
NOTICE TO PROCEED

NOTICE TO PROCEED

WHEREAS, by Commercial VIP Agreement ("Agreement") dated _____, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency", has agreed to provide funds to _____, ("Participant") for making improvements to the Site, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the Agreement, the Agency shall issue a written Notice to Proceed once the Participant has satisfied all of the pre-construction requirements set forth in the Agreement.

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the Participant may proceed with the improvements specified in the Scope of Work.

IN WITNESS WHEREOF, the Agency has executed this Notice to Proceed.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
DOUGLAS A. SELBY, Executive Director, or Assign

ATTEST:

BARBARA JO RONEMUS, Secretary

ATTACHMENT "7"

RDA Resolution Number: RA-_____

AFFIDAVIT OF COMMERCIAL VIP PARTICIPANT

STATE OF NEVADA }

)ss:

COUNTY OF CLARK }

I, Naomi Arin, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of Man Street Studios, a company duly organized in the State of Nevada as a LLC (Corporation/LLC/SoleProprietorship) (herein the "Participant"). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1421 S. Main Street ("Site"), as more particularly described by the Ownership Participation Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

3. Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☐
- c. Increase local revenues from desirable sources; ☐
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ or
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

4. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

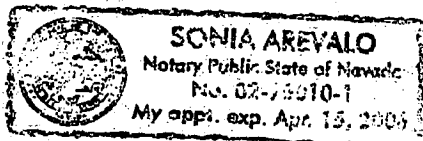
RDA Resolution Number: RA-

DATED this 18th day of January

SIGNED AND SWORN TO before

me this 19th day of January, 2005 by Michelle

My Commission Expires:



ATTACHMENT "8"
EMPLOYMENT PLAN

The Participant's improvements as described in the Agreement are expected to create no less than ten (10) permanent, full-time equivalent employees based on the Participant's business plan for the proposed site.

The Participant has engaged, and will continue to engage, local trade and laborer unions to solicit volunteer labor through various existing apprenticeship programs. The Participant estimates that thirty (30) laborers will be employed during the course of construction, with an anticipated nine (9) full-time equivalent laborers being employed (through apprenticeship programs) at any given time during the course of construction.

The Participant warrants that both the construction employment and the permanent employment shall be created and retained in a manner wholly consistent with the Redevelopment Plan and the corresponding Employment Plan adopted by the Agency.

ATTACHMENT "9"

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

Recording Requested by:

City of Las Vegas
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and _____, (hereinafter referred to as the "Participant") with reference to the following:

A. The Participant is the present owner of certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. Redevelopment Plan, as it now exists and as it may be, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Owner Participation Agreement entered into between the Agency and the Participant on _____ (the "OPA").

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Participant has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the OPA, that the terms and provisions of the OPA have been fully and satisfactorily performed by the Participant and that the OPA shall be of no further force or effect.

2. The Participant, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified in the Redevelopment Plan.

b. To maintain the improvements on the Site, keep the Site free from any accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Participant; provided, however, that if the Participant shall fail to so maintain the Site, the Agency may perform such maintenance for the Participant and in such event shall be entitled to be reimbursed by the Participant for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. The Participant further covenants and agrees that prior to the issuance date in the Certificate of Completion, the Participant shall not sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the issuance date in the Certificate of Completion. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

...

...

...

IN WITNESS WHEREOF, the Agency and the Participant have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

"Agency"

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date _____

By:

“Participant”

ATTACHMENT "10"
NOTICE OF COMPLETION

Recording Requested by:
City of Las Vegas Redevelopment Agency
Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, NV 89101

NOTICE OF COMMERCIAL VIP COMPLETION

WHEREAS, by Commercial VIP Agreement ("VIPA") dated _____, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency" provided funds to _____, ("Participant") for making improvements to the Site, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the OPA, the Agency, upon completion of all construction and development upon the Site, shall furnish the Participant with a Notice of Completion, which shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the OPA; and

WHEREAS, the Agency has conclusively determined that the construction and development on the Site has been satisfactorily completed;

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS WHEREOF, the Agency has executed this Certificate.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

ATTEST:

BARBARA JO RONEMUS, Secretary

ATTACHMENT "11"

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.

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

Block 1	Contracting Entity
Name	Main Street Studios, LLC
Address	c/o Imanuel B. Arin Parker Nelson & Arin, Chtd. 7201 W Lake Mead Blvd Ste #208 Las Vegas, NV 89128
Telephone	(702) 838-8600
EIN or DUNS	(pending)

Block 2	Description
Subject Matter of Contract/Agreement:	
Commercial VIP Ownership Participation Agreement	
RFP #	N/A

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 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.	Naomi R. Arin	7201 W Lake Mead Blvd Ste 208 Las Vegas, NV 89128	702-838-8600
2.	Immanuel N. Arin	7201 W Lake Mead Blvd Ste 208 Las Vegas, NV 89128	702-838-8600
3.	Cindy Funkhouser	1228 S Casino Center Blvd Las Vegas, NV 89104	702-678-6278
4.			
5.			
6.			
7.			
8.			

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**: _____

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

Block 1	Contracting Entity
Name	Main Street Studios, LLC
Address	c/o Imanuel B. Arin Parker Nelson & Arin, Chtd. 7201 W Lake Mead Blvd Ste #208 Las Vegas, NV 89128
Telephone	(702) 838-8600
EIN or DUNS	(pending)

Block 2	Description
Subject Matter of Contract/Agreement:	Commercial VIP Ownership Participation Agreement
RFP #	N/A

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 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.	Naomi R. Arin	7201 W Lake Mead Blvd Ste 208 Las Vegas, NV 89128	702-838-8600
2.	Imanuel N. Arin	7201 W Lake Mead Blvd Ste 208 Las Vegas, NV 89128	702-838-8600
3.	Cindy Funkhouser	1228 S Casino Center Blvd Las Vegas, NV 89104	
4.			
5.			
6.			
7.			
8.			

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: _____

AFFIDAVIT OF COMMERCIAL VIP PARTICIPANT

STATE OF NEVADA }

}ss:

COUNTY OF CLARK }

I, Naomi Arin, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of Man Street Studios, a company duly organized in the State of Nevada as a LLC (Corporation/LLC/SoleProprietorship) (herein the "Participant"). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1421 S. Main Street ("Site"), as more particularly described by the Ownership Participation Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

3. Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☐
- c. Increase local revenues from desirable sources; ☐
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ or
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

4. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

5. I have submitted true and accurate documentation to the Agency which evidences the statements I have made above.

DATED this 18th day of January

[Signature]

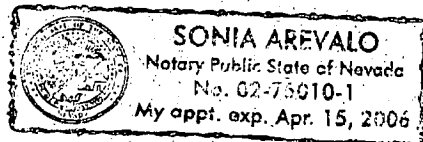
Participant Name:

SIGNED AND SWORN TO before

me this 18th day of January, 2005 by [Signature]

NOTARY PUBLIC

My Commission Expires:



**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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"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.

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

Block 1	<u>Contracting Entity</u>	Block 2	Description
Name Main Street Studios, LLC Address c/o Imanuel B. Arin Parker Nelson & Arin, Chtd. 7201 W Lake Mead Blvd #208 Las Vegas, NV 89128 Telephone (702) 838-8600 EIN or DUNS 02-0731386		Subject Matter of Contract/Agreement: Commercial VIP Ownership Participation Agreement RFP #: N/A	

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

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, and persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Naomi R. Arin	7201 W Lake Mead Blvd Ste 208 Las Vegas, NV 89128	702-838-8600
2.	Immanuel B. Arin	7201 W Lake Mead Blvd Ste 208 Las Vegas, NV 89128	702-838-8600
3.	Whirlygig c/o Cindy Funkhouser	1228 S Casino Center Blvd Las Vegas, NV 89104	702-678-6278
4.	Laura and Pete Weidenfeld Trust	2953 W. Kedleston, Las Vegas, NV 89135	
5.	David and Laurie Moser Family Trust	c/o David Moser, 69 Golden Eagle Lane, Littleton, CO 80127	303-933-4012
6.	Merryl Arin	c/o Lawrence Arin, 3266 Camino Coronado, Carlsbad, CA 92009	917-673-8503
7.	Loretta Garcia	7201 Lake Mead Blvd. #208, Las Vegas, NV 89128	702-838-8600
8.	Lisa Petrucci	11127 Alders, Truckee, CA 96161	530-550-0872
9.	Theodore Parker, III	7201 Lake Mead Blvd., #208, Las Vegas, NV 89128	702-838-8600

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 must be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

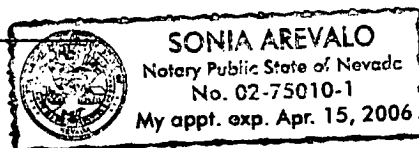
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

[Signature]
Name

1/25/05
Date

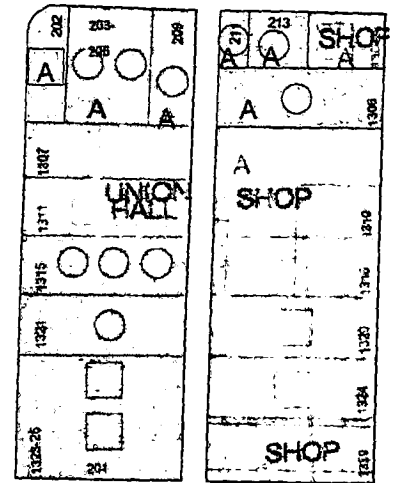
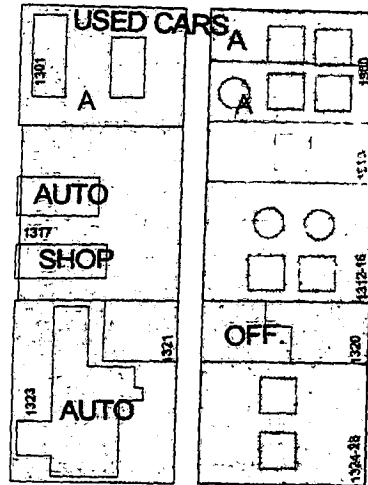
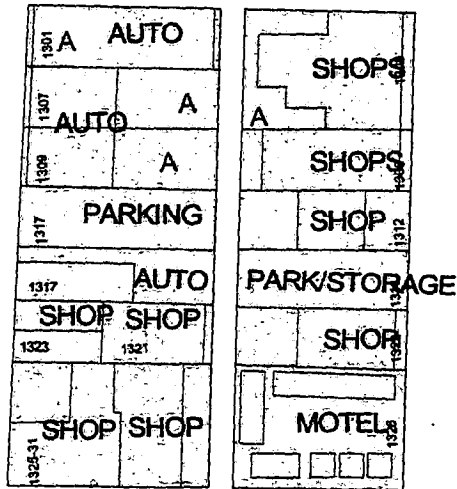
Subscribed and sworn to before me this 25th
day of January

[Signature], 2005.
Notary Public

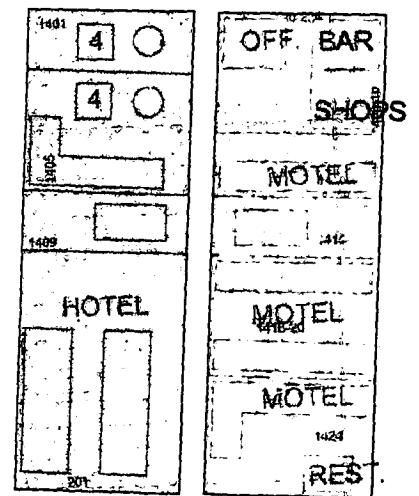
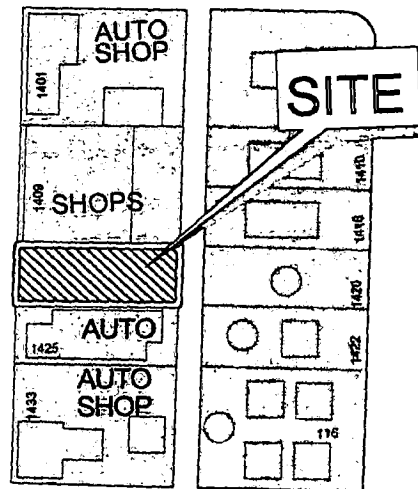
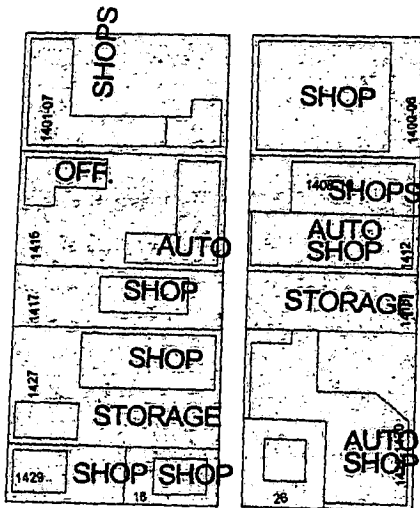


SITE MAP

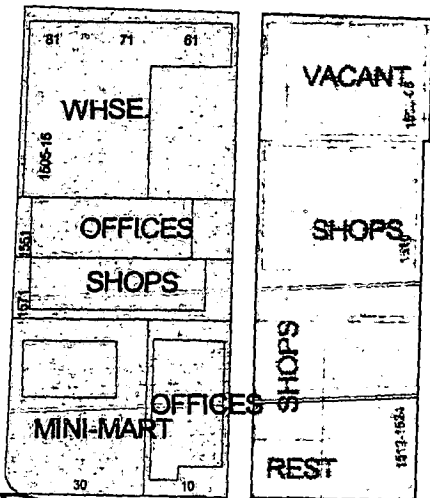
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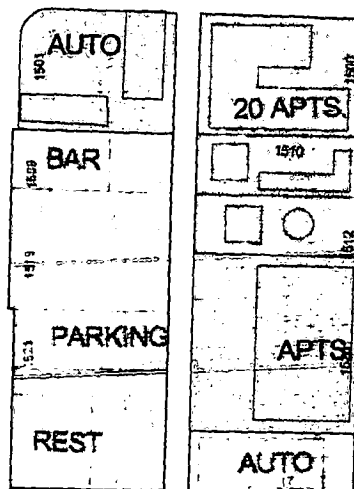
IMPERIAL ST



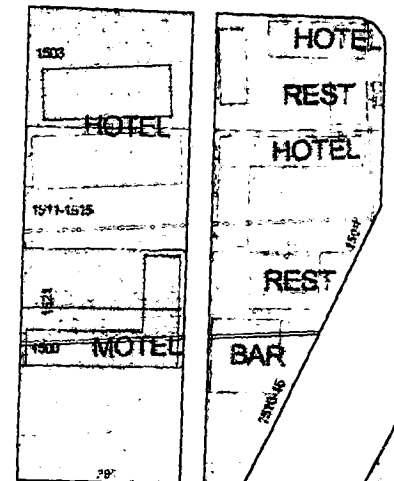
UTAH ST



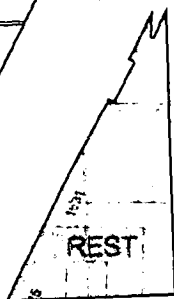
MAIN ST



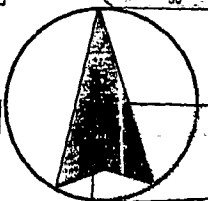
CASINO CENTER BLVD



WYOMING AVE



COMMERCE ST



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-11-2005 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (VIP) Ownership Participation Agreement (OPA) between the Redevelopment Agency and Fourth Street Place, LLC, located at 720 South Fourth Street, to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 1 (Moncrief) [NOTE: This item is related to Redevelopment Agency Item 4 (RA-2-2005) and to Redevelopment Agency Item 5]

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This is a related item to discussion and possible action regarding assisting Fourth Street Place, LLC, with the cost of visual improvements of the property at 720 South Fourth Street. Approval will adopt findings that the OPA is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Resolution No. R-11-2005
2. Commercial VIP Ownership Participation Agreement
3. Affidavit of Douglas R. Malan, Esq.
4. Disclosure of Principals
5. Site Map

MOTIONS:

TARKANIAN - APPROVED as recommended - UNANIMOUS with MACK not voting

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, said this item also involves the Visual Improvement Program for a multi-tenant building anchored by a law firm. The owners are making significant exterior improvements. The City will provide matching funds on a one-to-two basis because the site is not located within a target corridor.

DOUG MALAN, Fourth Street Place, LLC, said the law firm has been in town for almost 50 years. He and his partners have often talked about relocating to a bigger building but decided to stay downtown. These funds will help pay for reorienting the entryway to the newly acquired property to the south.

NOTE: See 2/2/2005 Redevelopment Agency Items 4 and 5 for related discussion.

(11:05 - 11:09)

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1 WHEREAS, the City Council of the City of Las Vegas has considered the
2 findings that the development of improvements to a building, facilities, structures or other
3 improvements to be located at the Site are of benefit to the Redevelopment Area or the
4 immediate neighborhood in which the Redevelopment Area is located; and
5

6 WHEREAS, the City Council of the City of Las Vegas has considered the
7 findings that no other reasonable means of financing the building, facilities or structures or
8 other improvements on the Site are available; and
9

10 WHEREAS, the City Council of the City of Las Vegas has considered the
11 undertakings of the Agency in connection with the Ownership Participation Agreement (the
12 "Agreement"), which provides for the contribution of funds to Fourth Street Place, LLC for
13 making physical, visual improvements to the building located on the Site, all as more fully set
14 forth in the Agreement.
15

16 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
17 the City of Las Vegas hereby finds and determines that the development of building, facilities,
18 structures or other improvements on the Site are of benefit to the Redevelopment Area or the
19 immediate neighborhood in which the Redevelopment Area is located; and
20

21 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
22 finds and determines there are no reasonable means of financing those building, facilities,
23 structural or other improvements on the Site; and
24

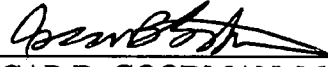
25 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
26 consents to the undertakings of the Agency in connection with the Agreement with Fourth
27 Street Place, LLC for the Project concerning the development on the Site.
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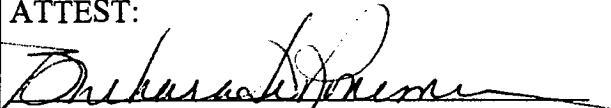
THE FOREGOING RESOLUTION was passed, adopted and approved this

2ND day of February, 2005.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONECUS, City Clerk

APPROVED AS TO FORM:

 1/25/05
Date

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VIP AGREEMENT**

THIS AGREEMENT, entered into this _____ day of _____, between the City of Las Vegas, Redevelopment Agency, a municipal corporation (hereinafter referred to as the "Agency") and the following designated Owner/Lessee (hereinafter referred to as "Participant"), to wit:

Participant's Name: FOURTH STREET PLACE, LLC

Participant's Corporate Entity: FOURTH STREET PLACE, LLC

Ownership (check one): ☒ Fee Simple ☐ Majority Owner ☐ Long-term leasehold

Address: 720 SOUTH FOURTH STREET

City: LAS VEGAS State: NEVADA Zip Code: 89101

Name of Business: 720 BUILDING

Project Address: 720 SOUTH FOURTH STREET

WITNESSETH

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in, existing commercial structures; and

WHEREAS, pursuant to the Agency's Commercial Visual Improvement Program ("Commercial VIP"), the agrees to rebate a portion of the cost of site improvements on qualifying commercial properties located within the Redevelopment Area of the City of Las Vegas, up to a maximum of one-half (1/2) of the approved contract cost of such improvements or \$50,000, whichever is lesser; and

WHEREAS, the Agency shall require a Commercial VIP participant to provide a 200% matching cash contribution to the Agency's participation to ensure that a participating business has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources; and

WHEREAS, the Agency has elected to provide an additional incentive to projects located within the Redevelopment Area and on the major street corridors of Martin Luther King Boulevard, Main Street, and Eastern Avenue ("Target Corridors"), by requiring a match requirement of 100%, which is smaller than projects located outside of these Target Corridors; and

WHEREAS, the Participant desires to participate in Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the CITY and OWNER/LESSEE do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") by contributing funds to the Participant for a Commercial VIP project. The improvement of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas (the "City") and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein. The Redevelopment Area is located in the City of Las Vegas, Nevada, and the exact boundaries of the Redevelopment Area are specifically described in the Redevelopment Plan, as amended. The Site is that portion of the Redevelopment Area shown on the "Site Photograph," attached to this Agreement as Attachment "1" and incorporated herein by reference, and as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "2" and incorporated herein by reference.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Participant warrants that it is duly organized under the laws of the State of Nevada and the city of Las Vegas. The Participant also warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment "3", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Participant", as used in this Agreement, includes not only the Participant but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Participant individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE. The Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The improvements to the site also shall be referred to as the "Project" hereinafter. The Participant shall make the improvements to the Site according to the Schedule of Improvements, which is attached hereto as Attachment "5" and by this reference is made a part hereof. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Participant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. The Participant must prepare a line item budget, acceptable to the Agency, for all work to be performed. The Agency may withhold release of its funds until an acceptable line-item budget is submitted by the Participant. If the Project exceeds \$10,000, then the Participant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors.

SECTION 5: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Participant to make changes to the Scope of Work.

SECTION 6: AGENCY NOTICE TO PROCEED. The Agency shall require the Participant to receive from the Agency a written Notice to Proceed, attached hereto as Attachment "6" and incorporated herein by reference, prior to the contractor commencing any construction work identified in the Scope of Work. If the contractor commences any work prior to the Agency's issuance of the Agency's Notice to Proceed to the Participant, then the Agency may pursue all equitable remedies available under this Agreement, as more specifically described in Section 16 hereinafter.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Participant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 16 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Participant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: PARTICIPANT'S PROJECT RESPONSIBILITIES. The Participant is wholly responsible for procuring a contractor duly licensed by the State of Nevada and the city of Las Vegas for any work requiring a permit from the city of Las Vegas. In doing so, the Participant is responsible for obtaining any warranty or performance guarantee from the contractor. The Agency shall offer no warranty, express or implied, for any work performed. The Participant must procure the contractor in

compliance with the "Contractor Selection and Bidding Requirements" as defined in Section 4 of this Agreement. Except for the Agency's explicit participation as defined in Section 11 hereinafter, the Participant shall be wholly responsible for any and all development costs associated with the Project. This shall include, but not be limited to, architectural, engineering, and design fees, development fees, permitting fees, traffic study fees, drainage study fees, zoning fees, or other fees associated with the Project. The Participant shall be required to maintain insurance and indemnity coverage as specified in Section 14 of this Agreement, and must comply with all terms of this Agreement.

SECTION 11: AGENCY PARTICIPATION. The Agency's participation shall be limited solely to assisting the Participant with a grant to be made on a reimbursement basis. The Agency shall reimburse the Participant for construction costs in the actual amount of \$50,000.00 ("Construction Cost Maximum"), or a total grant award of \$50,000.00 ("Total Agency Award"). For payment, the Participant shall submit to the Agency copies of all paid bills, cancelled checks, contractor lien waivers or release of liens, and receipts showing the full cost of and full payment for all work completed. The Agency reserves the right to pay its Total Agency Award to the Participant in one lump sum payment, or in partial payment to the Participant, based on work completed.

SECTION 12: MATCHING CONTRIBUTION REQUIREMENT. The Agency requires a matching, cash contribution from the Participant in the amount of \$100,000.00 ("VIP Match"). The Participant shall be required to use its matching contribution prior to the release of any funds from the Agency. The Participant hereby agrees and warrants that it has sufficient cash or cash equivalent on hand to meet a matching contribution requirement. The Participant and the Agency agree and acknowledge that the VIP Match is equivalent to 100% of the Total Agency Award if the Site is located in a commercial street corridor designated as a "Target Corridor" by the Agency, and that the VIP Match is equivalent to 200% of the Total Agency Award if the Site is located in the Redevelopment Area but not in a Target Corridor.

SECTION 13: COMPLIANCE WITH REDEVELOPMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Participant has declared that no other reasonable means of financing are available pursuant to the Participant Affidavit, attached hereto as Attachment "7" and by this reference made a part hereof. The Participant has submitted to the Agency documentation which evidences that no other reasonable means of financing are available. The Participant has provided the Agency with an Employment Plan, which is attached hereto as Attachment "8" and by this reference is made a part hereof. Concurrent with this Agreement, the Participant and the Agency have executed an "Agreement to be Recorded Affecting Real Property," attached hereto as Attachment "9" and incorporated herein by reference, which provides for certain covenants and agreements on the part of the Participant consistent with the terms and purpose of this Agreement. The Agency is authorized to, and shall, record the Agreement to be Recorded Affecting Real Property after issuance of a Notice of Completion, attached hereto as Attachment "10" and incorporated herein by reference. The Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 14: INSURANCE AND INDEMNIFICATION REQUIREMENTS. Prior to the commencement of construction (or any work related thereto) upon the Site, the Participant shall cause to be furnished, to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the general aggregate amount of at least Two Million Dollars (\$2,000,000), One Million Dollars (\$1,000,000) for any person, \$1,000,000 for any occurrence and Five Hundred

Thousand Dollars (\$500,000) property damage, and \$10,000 for medical expense (any one person). The policy limits of such policies may be in lesser amounts if the Participant shall provide the Agency with duplicate originals or appropriate certificates of a binder (approved by the Agency) which indemnifies and holds the Agency and the City harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person, or to the property of any person, which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon, or by any errors or omissions, of the Participant and its agents, servants, employees and contractors, and which provides for the defense of the Agency and the City against all claims or causes of actions arising therefrom. Such insurance policies shall be maintained and kept in force, and such obligation to indemnify shall continue, during periods of construction upon the Site and until the Agency has issued a Notice of Completion for the Site.

SECTION 15: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Participant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment "11" and incorporated herein by reference, all members of Participant as well as all persons and entities holding more than 1% (one percent) interest in Participant or any principal member of Participant. Throughout the term hereof, Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 16: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Participant agrees to return any and all Agency Funds heretofore paid to the Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Participant shall entitle the Agency to sue the Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 17: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Chairman of the Agency or such other person that the Agency designates in writing.

SECTION 18: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 19: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 20: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 21: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Participant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 22: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 23. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "11" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Participant.

SECTION 24. TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2004 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2004.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CHAIRMAN
"Agency"

APPROVED AS TO FORM:

J. P. [Signature] 1/25/05
Counsel to the Agency Date

ATTEST:

BARBARA JO RONEMUS, City Clerk

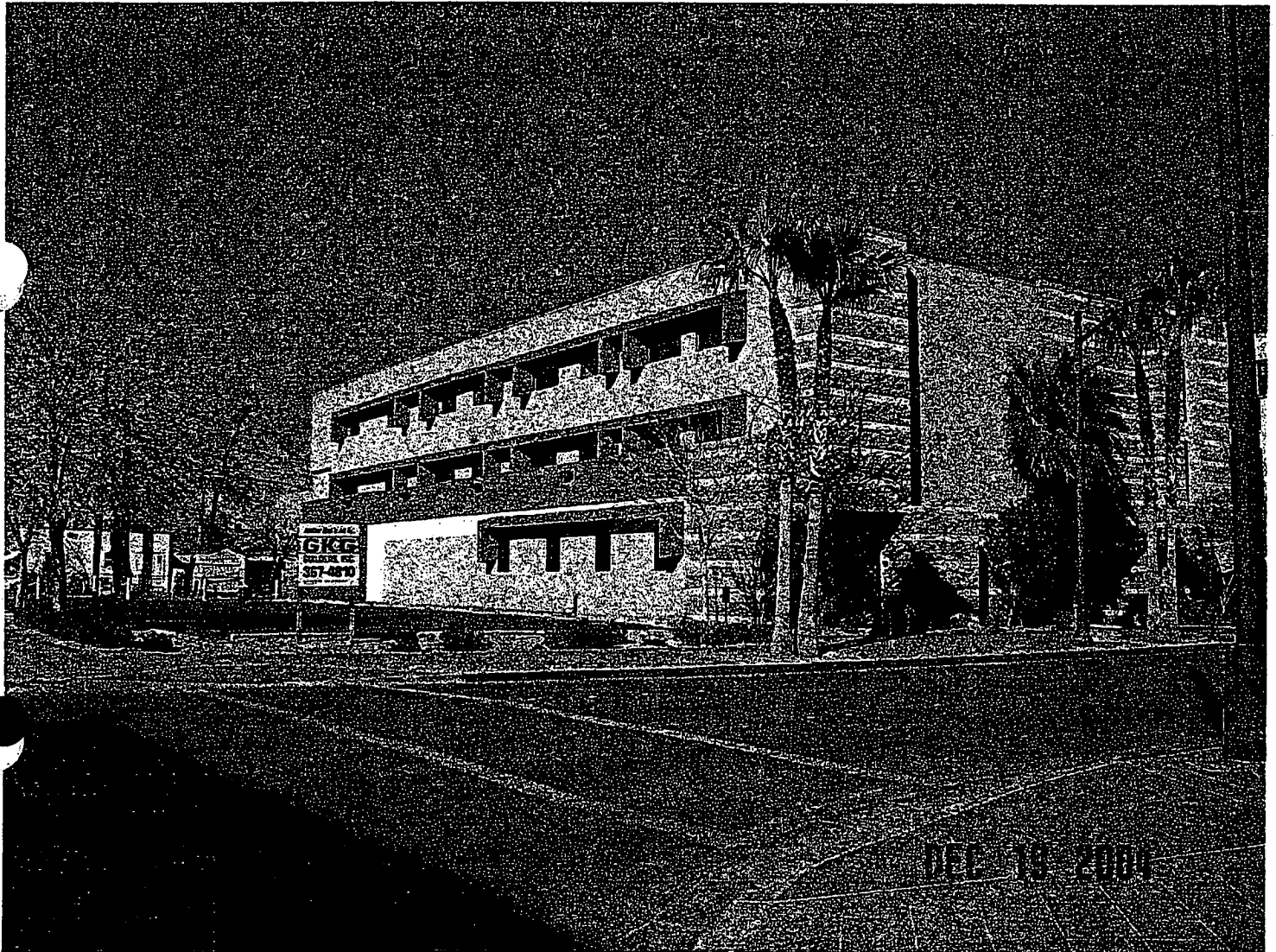
PARTICIPANT

By: _____
Its: _____

LIST OF ATTACHMENTS

ATTACHMENT "1"	SITE PHOTOGRAPH
ATTACHMENT "2"	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT "3"	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT "4"	SCOPE OF WORK
ATTACHMENT "5"	SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6"	NOTICE TO PROCEED
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT
ATTACHMENT "8"	EMPLOYMENT PLAN
ATTACHMENT "9"	AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY
ATTACHMENT "10"	NOTICE OF COMPLETION
ATTACHMENT "11"	DISCLOSURE OF PRINCIPALS FORM

ATTACHMENT "1"
SITE PHOTOGRAPH



ATTACHMENT "2"
LEGAL DESCRIPTION OF THE SITE

LOTS SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK FIFTEEN (15) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

ATTACHMENT "3"

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

(Participant to insert Deed of Trust or Lease Agreement here prior to execution of Agreement)

2000305
00007

State of Nevada

Declaration of Value

1. Assessor Parcel Number(s)

a) 138-34-410-119
b) 138-34-410-120
c) 138-34-410-121
d) _____

①

2. Type of Property:

- a) ☐ Vacant Land ☐ b) Single Fam. Res.
c) ☐ Commercial ☐ d) 2-4 Fam.
e) ☐ App. Bldg. ☐ f) County Trust
g) ☐ Apartment ☐ h) Mobile Home
i) ☐ Other _____

3. Total Value/Sales Price of Property:

Declarer Assessed Lands and/or Encumbrances:

\$ 1,498,000.00
(1,498,000.00)

(Provide recording information: Deed/Instrument # C2151579 Book _____ Page _____)

Transfer Tax Value per NRS 375.010, Section 2: \$ _____

\$ 198,770.00 754,180.00

Real Property Transfer Tax Due

\$ 148.80 286.50

4. If Exemption Certificate:

(148,240.00 × 12.08 = \$148.80)
1,887.50 286.50

a. Transfer Tax Exemption, per NRS 375.000, Section _____

286.50

b. Exemption Reason for Exemption: _____

5. Partial Interest Percentage being transferred: 12.0 %

The undersigned Seller (Grantor)/Buyer (Grantee), hereby, under penalty of perjury, pursuant to NRS 375.000 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, parties agree that disclosure of any criminal conviction, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Penalties to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Seller Signature: Don Russell Dea Russell, MHA

Buyer Signature: _____

Print Name: Richard Oakins, Trustee

Print Name: Frank Sheet place, LLC

Address: 5725 HUNTER HOLLOW DRIVE

Address: _____

City: Las Vegas

City: _____

State: NV

State: Zip

Telephone: 702-364-7111

Telephone: _____

Capacity: Attorney

Capacity: _____

Company Requesting Recording

Co. Name: Nevada Title Company

Ext. #: 20-01-1565 CLB

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/INDEXED)

①

State of Nevada
Declaration of Value

1. Assessor Parcel Number(s)
 a) 13-34-410-119
 b) 13-34-410-120
 c) 13-34-410-121

2. Type of Property:
- a) ☐ Vacant Land ☐ b) Single Fam. Res.
 c) ☐ Office/Store ☐ d) 2-4 Fam.
 e) ☐ App. Bldg. ☐ f) Comm'l/Ind'l
 g) ☐ Agricultural ☐ h) Mobile Home
 i) ☐ Other

3. Total Value/Sales Price of Property:

Debt Assumed Liens and/or Encumbrances

Debt Assumed Liens and/or Encumbrances: Doc/Instrument: C2151579 Date: 1-29-80

Transfer Tax Value per NRS 375.010, Section 2: \$ 495,770.00 754.680

Real Property Transfer Tax Due
 If Exemption Claimed: \$ 495,770.00 286.53
 (495,770.00 x 12.08 = \$119,800)
 1,307.53

Transfer Tax Exemption, per NRS 375.090, Section 2

Explain Reason for Exemption:

Partial Interest: Percentage being transferred: 12.0 %

5. Partial Interest: Percentage being transferred: 12.0 %

The undersigned Seller (Grantor/Buyer/Garantee), Section(s) and acknowledge, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and that the information provided is not to be used for any other purpose than the purpose stated on the instrument. The undersigned Seller (Grantor/Buyer/Garantee) shall be responsible for the payment of the tax due on the transfer of the property, and shall be liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

Seller Signature: _____
 Print Name: Richard Osipov, Trustee
 Address: _____
 City: _____ Zip: _____
 State: _____
 Telephone: _____
 Capacity: _____

Company Requesting Recording

Co. Name: Nevada Title Company

Doc. # 20-01-1565 CLB

FOR A PUBLIC RECORD, THIS FORM MAY BE RECORDED UNLESS OTHERWISE

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #: _____ Page: _____
 Date of Recording: _____
 Notes: _____

\$ 1,307.53 2,254,180.00
 (1,498,000.00)

BUYER (GRANTEE) INFORMATION

Buyer Signature: _____
 Print Name: _____
 Address: _____
 City: _____ Zip: _____
 State: _____
 Telephone: _____
 Capacity: _____

11

20000306
00007

James Driggs, Walch, Santoro,
Kearney, Johnson & Thompson
3773 Howard Hughes Parkway
Suite 290N
Las Vegas, Nevada 89109
Attention: Ronald J. Thompson, Esq.

③

twelve percent (12.0%) interest.
This reference made a part here
and appurtenances thereunto
2000.

RICHARD OSHINS AND CAROL B. OSHINS REVOCABLE FAMILY TRUST

By: Carol B. Oshins
Carol B. Oshins, Trustee

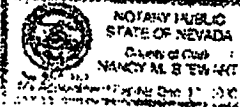
20000306
00007

STATE OF NEVADA)

COUNTY OF CLARK) ss.

On this 24 day of Feb., 2000, personally appeared before me, a notary public, Richard Oshins, Trustee of the Richard Oshins and Carol B. Oshins Revocable Family Trust, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that (s/he) executed the instrument.

Nancy M. Stewart
Notary Public

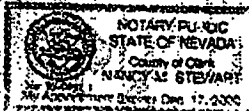


STATE OF NEVADA)

COUNTY OF CLARK) ss.

On this 24 day of Feb., 2000, personally appeared before me, a notary public, Carol B. Oshins, Trustee of the Richard Oshins and Carol B. Oshins Revocable Family Trust, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that (s/he) executed the instrument.

Nancy M. Stewart
Notary Public



FEE 9.00 RPTD. 227.50

ATTACHMENT "4"

SCOPE OF WORK

(Participant to provide written Scope of Work prior to execution of Agreement.)

GKG

BUILDERS General Contractors

4525 W. RENO AVE., #A-7, LAS VEGAS, NV 89118
TEL (702) 367-4810 FX (702) 367-1281

September 23, 2004

Fax: 366-0854

Deaner, Deaner, Scann, Malan & Larsen
Attorneys at Law
Attn: Doug Malan
720 Fourth St., Suite 300
Las Vegas, NV, 89101

Re: EXTERIOR IMPROVEMENTS COST BREAKOUT

Dear Mr. Malan,

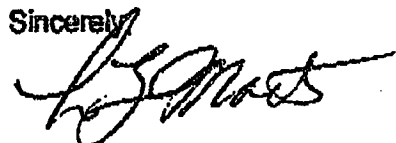
Please see attached itemized cost sheet for all exterior improvements to date. The improvements included:

1. General Requirements: Supervision, Temporary security fence and miscellaneous cost. (Architectural and permit cost are not included)
2. Parking Lot repair, sealing and striping. (Not Complete)
3. Landscape demo at building.
4. Wall openings for windows.
5. Structural steel at openings.
6. Metal stud, drywall framing on south elevation around windows.
7. New exterior wall metal cap flashing.
8. 4 New exterior windows.
9. Colored EIFS System on south elevation.
10. New Parking Lot light fixtures.
11. Temporary protection and partitions.
12. Insurances, Overhead and Profit.

Total estimated and actual exterior improvements to date are: \$127,071.00

Please call with any questions you may have, or if I can be of further service.

Sincerely,



LeRoy Moats
Construction Manager
GKG Builders

GKG BUILDERS, INC.							
September 23, 2004	PROJECT:	720 Fourth St. Remodel				Square Feet	0.00
	PROJECT:					Cost per Square Ft	
GENERAL CONDITIONS:		Exterior Improvements W/O Addition					
DESCRIPTION	QUAN.	UNIT	RATE	LABOR	MATERIAL & OTHER	SUB	TOTAL
100-Superintendent	30	Days	350.00	10,500.00		10,500.00	10,500.00
200-Const. Mgr./O.C.	5	Days	400.00	2,000.00		2,000.00	2,000.00
500-Clean up Labor	10	Days	100.00	1,000.00		1,000.00	1,000.00
801-Travel/Truck Exp.	1.5	Months	250.00		375.00	375.00	375.00
1201-Equipment Rental	1.5	Months	500		750.00	750.00	750.00
1302-Chainlink Fence Install	1	Each	510		510.00	510.00	510.00
1302-Chain Link Fence	1	Months	688.00		688.00	688.00	688.00
1502-Project Security	1	Months	0		0.00	0.00	0.00
1602-Barricades	0	Days	100.00		0.00	0.00	0.00
1702-Project Signs	1	Each	250.00		250.00	250.00	250.00
1802-Temporary Power	0	Months	250.00		0.00	0.00	0.00
2202-Jobsite Phone	1.5	Months	150.00		225.00	450.00	450.00
2402-Temporary Toilet	1.5	Months	120.00		180.00	180.00	180.00
2403-Temporary Water	0	Months	0.00		0.00	0.00	0.00
2601-Drinking Water/Ice	1.5	Months	55.00		82.50	82.50	82.50
3102-Safety/OSHA	0	Each	335.00			0.00	0.00
3302-Small Tools/Gen.	1	Months	500.00		500.00	500.00	500.00
3502-Final Clean Up	1	Each	0	0.00		0.00	0.00
3602-Dumpster Service	4	Week	300.00			1,200.00	1,200.00
3801-Architect/Engineer	0	Each	0			0.00	0.00
3901-Plan Check/Permit	0	Each	0.00			0.00	0.00
4002-As Built Drawings	0	Each	0.00			0.00	0.00
4101-Blueprinting/Copy	1	Each	400			400.00	400.00
4201-Project Photos	1	Each	200.00				0.00
4300-Misc. Job Expense						250.00	250.00
TOTAL GENERAL CONDITIONS				13,500.00	3,540.50	19,115.50	\$19,115.50

DESCRIPTION	QUAN.	UNIT	RATE	LABOR	MAT'L/OT	SUB	TOTAL
General Conditions-Total				13,500.00	3,540.50	19,115.50	19,115.50
1400-Elevator	1	Lot				0.00	0.00
4502-Field Engineer	1	Lot				0.00	0.00
4502-Grading/Type II	1	Lot				0.00	0.00
4802-Testing	1	Lot				0.00	0.00
4802-Asphalt Sealing	1	Lot				4,250.00	4,250.00
5002-Paving Marking	1	Lot				675.00	675.00
5100-Special Inspections	1	Lot				0.00	0.00
5102-Landscaping/Demo	1	Lot				750.00	750.00
5302-Concrete/Bldg	1	Lot				0.00	0.00
5302-Concrete/Site	1	Lot				1,200.00	1,200.00
5602-Masonry	1	Lot				0.00	0.00
5702-Struc. Steel	1	Lot				3,545.00	3,545.00
5902-Metal/Drywall/paint	1	Lot				23,516.00	23,516.00
6202-Insulation	1	Lot				0.00	0.00
6302-Roofing/Flashing	1	Lot				3,097.00	3,097.00
6502-4 Windows	1	Lot				1,600.00	1,600.00
6702-DR/FR/HD	1	Lot				0.00	0.00
6902- Cabinets & Tops	1	Lot				0.00	0.00
7002-Interior Paint	1	Lot				0.00	0.00
7003-Suspended Ceiling	1	Lot				0.00	0.00
7102-EIFS	1	Lot				40,100.00	40,100.00
7202-Ceramic/Restroom	1	Lot				0.00	0.00
7302-Carpet/Tile	1	Lot				0.00	0.00
7802-Fire Alarm	1	Lot				0.00	0.00
8002-Plumbing / bldg	1	Lot				0.00	0.00
15600-HVAC/Sheetmetal	1	Lot				0.00	0.00
9102-Toilet Acc/Partition	1	Lot				0.00	0.00
15001-Fire Protection	1	Lot				0.00	0.00
16400-Electrical / Lights	1	Lot				1,400.00	1,400.00
Concrete Demo	1	Lot				2,555.00	2,555.00
Interior Demo	1	Lot				0.00	0.00
Temp. Partition/Protection	1	Lot				1,087.00	1,087.00
Caulking	1	Lot				475.00	475.00
SUB-TOTAL				13500.00	3,540.50	103365.50	103,365.50
Contingency					0.00	\$0.00	0.00
SUB-TOTAL				13500.00	3,540.50	103365.50	103,365.50
Builders' Risk Insurance	0.01				0.00	2,900.00	2,900.00
Liability Insurance	0.02			0.00		4231.00	4,231.00
SUB-TOTAL				13500.00	3,540.50	110496.50	110,496.50
Overhead	0.05			5524.83		5524.83	5,524.83
Fee	0.10			11049.65		11049.65	11,049.65
TOTAL BID				30074.48	3,540.50	127070.98	127,070.98

GKG

BUILDERS General Contractors

4525 W. RENO AVE., #A-7, LAS VEGAS, NV 89118
TEL (702) 367-4810 FX (702) 367-1281

November 19, 2004

Fax: 366-0854

Deaner, Deaner, Scann, Malan & Larsen
Attorneys at Law
Attn: Doug Malan
720 Fourth St., Suite 300
Las Vegas, NV, 89101

Re: EXTERIOR CANOPY ADDITION BUDGET

Dear Mr. Malan,

Please see below itemized budget cost for the Canopy Addition.

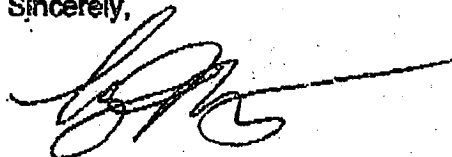
The improvements included:

1. General Requirements. \$8,050.00
2. Special Inspections (QAA). \$750.00
3. Metal stud framing. \$7,070.00
4. Lath & Plaster (stucco) with a dryvitt color finish. \$6,880.00
5. Landscape Demo. \$600.00
6. Concrete work for canopy & stained/stamped entry steps. \$29,000.00
7. Masonry stem walls. \$1,100.00
8. Structural steel for canopy entrance. \$1,750.00
9. Storefront doors, glass & glazing. \$6,200.00
10. Concrete, asphalt & block demo. \$1,550.00
11. Overhead, Profit & Insurance. \$10,225.00
12. Add of additional cost per letter dated 11-8-04. \$5,214.00

Change Order #1 budget for canopy addition: \$73,175.00

Please call with any questions you may have, or if I can be of further service.

Sincerely,



LeRoy Moats
Construction Manager
GKG Builders

CC: Steven Kwon, GKG Builders

ATTACHMENT "5"

SCHEDULE OF IMPROVEMENTS

(Participant to provide written Schedule of Improvements prior to execution of Agreement.)

**SEE ATTACHED LETTER FROM GKG BUILDERS,
DATED DECEMBER 22, 2004**

GKG**BUILDERS General Contractors**

4525 W. RENO AVE., #A-7, LAS VEGAS, NV 89118
TEL (702) 367-4810 FX (702) 367-1281

December 22, 2004

Fax: 366-0854

Deaner, Deaner, Scann, Malan & Larsen
Attorneys at Law
Attn: Doug Malan
720 Fourth St., Suite 300
Las Vegas, NV, 89101

Re: Schedule of Improvements @ 720 4th Street Office Plaza

Dear Mr. Malan,

Please see the following schedule of events that will take place. This is an estimated time frame and manpower.

Prior to start of exterior construction

1. Completed plans to be submitted for building permit revision. (Estimate 1-10-04).
2. Plan review and permit released by building department. (Estimate 1-21-04).
3. Contract agreement or change order signed.
4. Development and insurance funding in place.
5. A notice to proceed with work from owner.

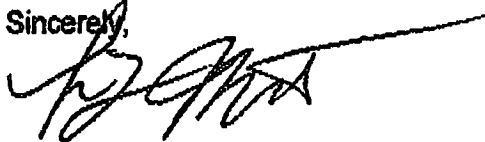
Construction

1. Five days to mobilize on site, after above items are completed.
2. Estimated construction time is eight to ten (8 -10) weeks for exterior canopy, parking lot, sidewalk and landscaping improvement work.

Estimated Man Power

1. Removal of existing materials required for new construction. (4 men)
2. Install foundations. (4-5 men)
3. Install forms and shoring. (5-6 men)
4. Install structural reinforcing. (4men)
5. Install structural steel. (3 men)
6. Place concrete canopy structures, columns and slabs. (6-7 men)
7. Install canopy dome and concrete finishes. (4-6 men)
8. Parking lot patch, sidewalk and steps. (5-6 men)

Sincerely,



LeRoy Moats
GKG Builders

ATTACHMENT "6"
NOTICE TO PROCEED

NOTICE TO PROCEED

WHEREAS, by Commercial VIP Agreement ("Agreement") dated _____, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency", has agreed to provide funds to _____, ("Participant") for making improvements to the Site, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the Agreement, the Agency shall issue a written Notice to Proceed once the Participant has satisfied all of the pre-construction requirements set forth in the Agreement.

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the Participant may proceed with the improvements specified in the Scope of Work.

IN WITNESS WHEREOF, the Agency has executed this Notice to Proceed.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
DOUGLAS A. SELBY, Executive Director, or Assign

ATTEST:

BARBARA JO RONEMUS, Secretary

AFFIDAVIT OF COMMERCIAL VIP PARTICIPANT

STATE OF NEVADA }

}ss:

COUNTY OF CLARK }

I, Douglas R. Malan, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of Fourth Street Place, LLC, a company duly organized in the State of Nevada as an LLC (Corporation/LLC/SoleProprietorship) (herein the Participant). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 720 So. 4th St. ("Site"), as more particularly described by the Ownership Participation Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

3. Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☐
- c. Increase local revenues from desirable sources; ☒
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ or
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

4. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☐ or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☒

ATTACHMENT "7" CONTINUED

RDA Resolution Number: RA-_____

5. I have submitted true and accurate documentation to the Agency which evidences the statements I have made above.

DATED this 18th day of January, 2005

DR Malan

Participant Name: DOUGLAS R. MALAN

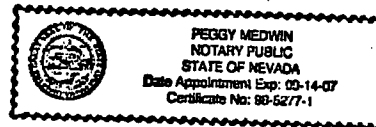
SIGNED AND SWORN TO before

me his 18th day of January, 2005 by _____

NOTARY PUBLIC

Peggy Medwin

My Commission Expires:



ATTACHMENT "8"
EMPLOYMENT PLAN

(To be inserted by Participant prior to Execution)

1. With respect to construction activities, see letter from GKG Builders dated December 22, 2004, inserted as part of Attachment "5".
2. With respect to the building, see attached letter from Douglas R. Malan, dated December 22, 2004.

DEANER, DEANER, SCANN, MALAN & LARSEN

Attorneys at Law

Charles W. Deaner
Susan Williams Scann
Douglas R. Malan
Brent A. Larsen

A PROFESSIONAL CORPORATION
720 South Fourth Street, Suite 300
Las Vegas, Nevada 89101
E-Mail: cdeaner@deanerlaw.com

J. Douglas Deaner (1944-1990)

Telephone (702) 382-8911
Fax (702) 366-0854

Anthony Ciulla
Lawrence E. Kulp, Jr.

December 22, 2004

Hand Delivered

Mr. Bill Arent,
Senior Economic Development Officer
City of Las Vegas
Office of Building Development
400 Stewart Avenue
Las Vegas, NV 89101

Re: Employment Plan, Attachment 8 to Commercial VIP Application

Dear Mr. Arent:

The following are a list of the tenants in the applicant's building. I have also included the approximate number of personnel affiliated with each office. As a result of recent water damage, the building has lost a tenant, accordingly for that particular space I will estimate the number of personnel to utilize same once the space is occupied.

<u>Suite No. 1</u>	<u>Tenant Name</u>	<u>Personnel</u>
101	James Hartsell, Esq.	3
200	Roger Croteau, Esq.	6
201	H&L Realty Management	22
204	Meyer, Mohaddis Associates	1
300	Deaner, Deaner, Scann, Malan & Larsen	15
301	Segal, McMahon	5
304	vacant	estimate when leased 6

Should you have further questions or concerns, please feel free to contact me.

Very truly yours,

DEANER, DEANER, SCANN,
MALAN & LARSEN



Douglas R. Malan, Esq.

DRM:pm
encs.

ATTACHMENT "9"
AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

Recording Requested by:

City of Las Vegas
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and _____, (hereinafter referred to as the "Participant") with reference to the following:

A. The Participant is the present owner of certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. Redevelopment Plan, as it now exists and as it may be, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Participant has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Owner Participation Agreement entered into between the Agency and the Participant on _____ (the "OPA").

NOW, THEREFORE, THE AGENCY AND THE PARTICIPANT HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Participant has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the OPA, that the terms and provisions of the OPA have been fully and satisfactorily performed by the Participant and that the OPA shall be of no further force or effect.

2. The Participant, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified in the Redevelopment Plan.

b. To maintain the improvements on the Site, keep the Site free from any accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Participant; provided, however, that if the Participant shall fail to so maintain the Site, the Agency may perform such maintenance for the Participant and in such event shall be entitled to be reimbursed by the Participant for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. The Participant further covenants and agrees that prior to the issuance date in the Certificate of Completion, the Participant shall not sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Participant and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections 2.a. and 2.b. of this Agreement shall remain in effect until March 5, 2031 (the termination date of the Redevelopment Plan). The covenants against discrimination (contained in Section 2.c.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the issuance date in the Certificate of Completion. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

...
...
...

IN WITNESS WHEREOF, the Agency and the Participant have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

"Agency"

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

By: _____

"Participant"

ATTACHMENT "10"
NOTICE OF COMPLETION

Recording Requested by:
City of Las Vegas Redevelopment Agency
Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, NV 89101

NOTICE OF COMMERCIAL VIP COMPLETION

WHEREAS, by Commercial VIP Agreement ("VIPA") dated _____, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency" provided funds to _____, ("Participant") for making improvements to the Site, as described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, as set forth in the OPA, the Agency, upon completion of all construction and development upon the Site, shall furnish the Participant with a Notice of Completion, which shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the OPA; and

WHEREAS, the Agency has conclusively determined that the construction and development on the Site has been satisfactorily completed;

NOW THEREFORE, the Agency agrees:

1. The Agency does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS WHEREOF, the Agency has executed this Certificate.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

ATTEST:

BARBARA JO RONEMUS, Secretary

ATTACHMENT "11"
DISCLOSURE OF PRINCIPALS FORM

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.

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

Block 1	Contracting Entity
Name Fourth Street Place, LLC	
Address 720 South Fourth St. #300 Las Vegas, NV 89101	
Telephone (702) 382-6911	
EIN or DUNS 88-0497165	

Block 2	Description
Subject Matter of Contract/Agreement:	
Redevelopment Agency Commercial VIP Agreement	
RFP #	N/A

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 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.							
2.	SEE ATTACHED SHEET						
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: 1

DISCLOSURE OF PRINCIPALS - CONTINUATION
SHEET 1 OF 1

Block 4

FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1. Charles W. Deaner, Ltd., dba Deaner, Deaner, Scann, Malan & Larsen Principals: Charles W. Deaner, Susan Williams Scann, Douglas R. Malan, Brent A. Larsen	720 So. 4 th St. #300 Las Vegas, NV 89101	382-6911
2. Charles W. Deaner, Trustee of the Charles W. Deaner Family Trust	See 1	See 1
3. Susan W. Scannapieco (Scann) and Robert V. Scannapieco	See 1	See 1
4. Mark B. Segal and Susan Segal	720 So. 4 th St. #200 Las Vegas, NV 89101	382-5212
5. Barbara Holland and Andrew Holland	720 So. 4 th St. #201 Las Vegas, NV 89101	385-5611
6. SBD, LLC, a Nevada limited liability company Members: Susan W. Scann, Brent A. Larsen, D&J Properties, LLC, a Nevada limited liability company, Members: Douglas R. Malan, Jerelyn B. Malan, individually and as Trustees of the D&J Malan 2003 Trust	See 1	See 1

Block 5: Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: Disclosure of Principals
Date of Attached Document: 12/22/04 Number of Pages: 4

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.


DOUGLAS R. MALAN

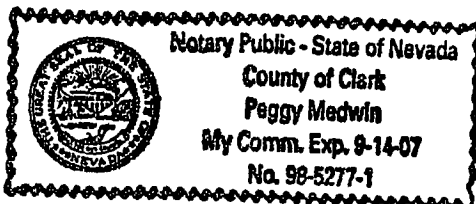
Name

12/22/04

Date

Subscribed and sworn to before me this 22nd
day of December, 2004


Notary Public



AFFIDAVIT OF COMMERCIAL VIP PARTICIPANT

STATE OF NEVADA }
 }ss:
 COUNTY OF CLARK }

I, Douglas R. Malan, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of Fourth Street Place, LLC, a company duly organized in the State of Nevada as a LLC (Corporation/LLC/SoleProprietorship) (herein the Participant). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 720 So. 4th St. ("Site"), as more particularly described by the Ownership Participation Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

3. Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

- a. Encourage the creation of new business or other appropriate development; ☒
- b. Create jobs or other business opportunities for nearby residents; ☐
- c. Increase local revenues from desirable sources; ☒
- d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
- e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
- f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ or
- g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

4. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

- a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☐ or
- b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☒

5. I have submitted true and accurate documentation to the Agency which evidences the statements I have made above.

DATED this 18th day of January, 2005



Participant Name: DOUGLAS R. MALAN

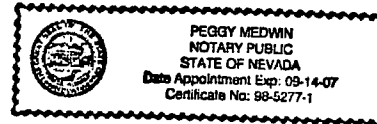
SIGNED AND SWORN TO before

me his 18th day of January, 2005 by _____

NOTARY PUBLIC

My Commission Expires:





ATTACHMENT "11"
DISCLOSURE OF PRINCIPALS FORM

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.

(CONTINUED)

Block 1	Contracting Entity
Name Fourth Street Place, LLC	
Address 720 South Fourth St. #300 Las Vegas, NV 89101	
Telephone (702) 382-6911	
EIN or DUNS 88-0497165	

Block 2	Description
Subject Matter of Contract/Agreement: Redevelopment Agency Commercial VIP Agreement	
REP #	N/A

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 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.			
2.	SEE ATTACHED SHEET		
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**: 1

DISCLOSURE OF PRINCIPALS - CONTINUATION
SHEET 1 OF 1

Block 4

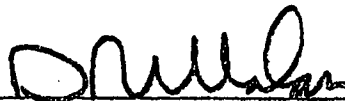
FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1. Charles W. Deaner, Ltd., dba Deaner, Deaner, Scann, Malan & Larsen Principals: Charles W. Deaner, Susan Williams Scann, Douglas R. Malan, Brent A. Larsen	720 So. 4 th St. #300 Las Vegas, NV 89101	382-6911
2. Charles W. Deaner, Trustee of the Charles W. Deaner Family Trust	See 1	See 1
3. Susan W. Scannapieco (Scann) and Robert V. Scannapieco	See 1	See 1
4. Mark B. Segal and Susan Segal	720 So. 4 th St. #200 Las Vegas, NV 89101	382-5212
5. Barbara Holland and Andrew Holland	720 So. 4 th St. #201 Las Vegas, NV 89101	385-5611
6. SBD, LLC, a Nevada limited liability company Members: Susan W. Scann, Brent A. Larsen, D&J Properties, LLC, a Nevada limited liability company, Members: Douglas R. Malan, Jerelyn B. Malan, individually and as Trustees of the D&J Malan 2003 Trust	See 1	See 1

Block 5 **Disclosure of Ownership and Principals - Alternate**

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Name of Attached Document: Disclosure of Principals
Date of Attached Document: 12/22/04 Number of Pages: 4

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

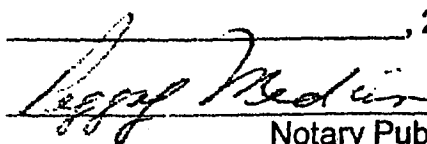


DOUGLAS R. MALAN **Name**

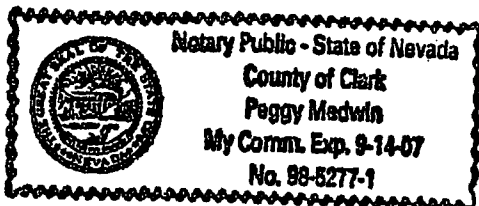
12/22/04

Date

Subscribed and sworn to before me this 22nd
day of December, 2004

_____, 2004.


Notary Public



SITE MAP



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ CONSENT ☒ DISCUSSION

SUBJECT:

RESOLUTIONS:

R-12-2005 - Discussion and possible action on a resolution to augment and amend the City of Las Vegas Fiscal Year 2005 General Fund Budget in an amount not to exceed \$8,200,000

Fiscal Impact:

☐ No Impact	Amount:	\$8,200,000.00
☐ Budget Funds Available	Dept./Division:	Finance and Budget Division
☒ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

Augment and Amend the Fiscal Year 2005 General Fund Budget in the amount of \$8,200,000.

RECOMMENDATION:

Staff recommends approval of the augmentation and amendment to the General Fund Budget.

BACKUP DOCUMENTATION:

1. Resolution R-12-2005
2. Exhibit A - Revenues
3. Exhibit B - Expenditures

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

MINUTES:

MARK VINCENT, Director, Finance and Business Services, presented a document on the overhead and noted that this matter was properly noticed and published. Nevada Revised Statutes allow augmentation of the General Fund Budget, if the ending fund balance exceeds what was budgeted. This includes an augmentation of approximately \$9.9 million. Uses for this money have already been identified, \$100,000 for the City Clerk to cover the cost of the Special Recall Election and the upcoming 2005 Municipal Election. The augmentation will also cover the cost of 18 additional correction officers to be added mid year. Another 19 officers will be added next year. Some of the augmentation funds will also cover the retroactive impacts of the recent settlement of the Collective Bargaining Agreement that was not budgeted for initially. This augmentation also includes \$6 million for Centennial Hills. Staff is recommending that the approximate \$1.7 million remaining be carried over into the planning efforts for FY '06.

COUNCILMAN WEEKLY asked how the budget augmentations would impact Leisure Services, because he is concerned about one of the community centers in Ward 5. MR. VINCENT answered that Leisure Services would not be impacted. He mentioned that approximately another \$700,000 was approved this year for other items that were not budgeted. However, staff believes the cost for those items can be absorbed within the existing budget. Therefore, they have not been brought forward for augmentation.

NOTE: COUNCILMAN WEEKLY directed DEPUTY CITY MANAGER FRETWELL to meet with him regarding the center in Ward 5 that he is concerned about due to conversations he held with Leisure

CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

MINUTES - Continued:

Services about scaling back in an effort to be more efficient. This effort will cause a great decline in programming, and he wants programming at this center to be up to its previous level. DEPUTY CITY MANAGER FRETWELL indicated she would follow up with COUNCILMAN WEEKLY.

(10:37 - 10:42)

1-2840

RESOLUTION NO. R-12-2005

RESOLUTION TO AUGMENT THE FISCAL YEAR 2005 GENERAL FUND BUDGET OF
THE CITY OF LAS VEGAS

WHEREAS, the resources of the General Fund are now determined to be \$492,883,118 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in the beginning fund balance in the Fiscal Year 2005 Final Budget for the General Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting and amending the Fiscal Year 2005 Budget for the purpose of effecting an increase in appropriations to provide for expenditures unplanned in original budget and transfers out to another fund for capital projects;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 2nd day of February, 2005, that the Fiscal Year 2005 Budget for the General Fund be increased from \$484,863,118 to \$492,883,118; and

BE IT FURTHER RESOLVED that additional expenditures totaling \$8,200,000, as itemized in Exhibit B, which is attached hereto, be approved and authorized; and

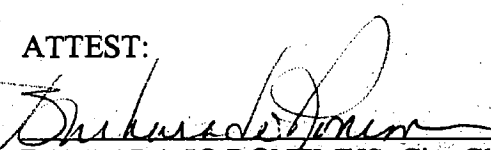
BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this 2ND day of Feb., 2005.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Val Heed 1-20-05

CITY OF LAS VEGAS
FISCAL YEAR 2005
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
<u>TAXES</u>			
Ad Valorem Property Tax	\$ 86,033,100	\$	\$ 86,033,100
Room Tax	1,958,000		1,958,000
Subtotal	\$ 87,991,100	\$ 0	\$ 87,991,100
<u>LICENSES AND PERMITS</u>			
Business Licenses And Permits:			
Business Licenses	\$ 12,528,000	\$	\$ 12,528,000
Liquor Licenses	1,726,000		1,726,000
City Gaming Licenses	4,188,000		4,188,000
Franchise Fees:			
Gas Utility	4,627,000		4,627,000
Electric Utility	23,849,000		23,849,000
Sanitation Utility	3,000,000		3,000,000
Telephone Utility	8,993,000		8,993,000
Garbage Collection	2,874,000		2,874,000
Cable Television	2,576,000		2,576,000
Concessions/Taxi Stands	4,000		4,000
Ambulance	340,000		340,000
Nonbusiness Licenses And Permits:			
Building Permits	1,690,000		1,690,000
Offsite Permits	2,833,000		2,833,000
Subtotal	\$ 69,228,000	\$ 0	\$ 69,228,000
<u>INTERGOVERNMENTAL REVENUES</u>			
State Shared Revenues:			
Consolidated Tax	\$ 209,875,000	\$	\$ 209,875,000
Other Local Govt. Shared Revenues:			
County Gaming Licenses (City Share)	4,143,000		4,143,000
Other Local Government Revenues	1,247,000		1,247,000
Other Local Units PILOT	101,000		101,000
Subtotal	\$ 215,366,000	\$ 0	\$ 215,366,000

CITY OF LAS VEGAS
FISCAL YEAR 2005
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
CHARGES FOR SERVICES			
General Government:			
Intracity Reimbursable Fees	\$ 5,196,000	\$	\$ 5,196,000
Planning And Development Fees	719,000		719,000
Business License Application Fee	374,000		374,000
Other	1,108,000		1,108,000
Judicial:			
Intracity Reimbursable Fees	172,000		172,000
Financial Counseling Fees	1,230,000		1,230,000
Court Counseling Fees	855,000		855,000
Traffic School Fees	62,000		62,000
Assessment School Fees	1,763,000		1,763,000
Court Fees	18,000		18,000
Public Safety:			
Intracity Reimbursable Fees	793,000		793,000
EMS Transport	971,000		971,000
Inmate Housing	11,903,000		11,903,000
Other	803,000		803,000
Public Works:			
Intracity Reimbursable Fees	2,969,000		2,969,000
Other	183,000		183,000
Culture And Recreation:			
Intracity Reimbursable Fees	17,000		17,000
Theater Admissions	108,000		108,000
Swimming Pool Fees	128,000		128,000
Softball Fees	129,000		129,000
Recreation Fees	1,194,000		1,194,000
Other	13,000		13,000
Economic Development And Assistance:			
Intracity Reimbursable Fees	123,000		123,000
Other	3,000		3,000
Transit Systems:			
Transport Fees	696,000		696,000
Subtotal	\$ 31,530,000	\$ 0	\$ 31,530,000

CITY OF LAS VEGAS
FISCAL YEAR 2005
BUDGET AUGMENTATION and AMENDMENT- REVENUES
GENERAL FUND

	<u>Current Budget</u>	<u>Adjustment</u>	<u>Augmented Budget</u>
<u>FINES AND FORFEITS</u>			
Court Fines	\$ 14,621,000	\$	\$ 14,621,000
Forfeited Bail	364,000		364,000
Subtotal	\$ 14,985,000	\$	\$ 14,985,000
<u>MISCELLANEOUS</u>			
Interest Earnings	\$ 295,000	\$	\$ 295,000
Rents And Royalties	1,114,000		1,114,000
Other	762,000		762,000
Subtotal	\$ 2,171,000	\$ 0	\$ 2,171,000
<u>SUBTOTAL REVENUES</u>	\$ 421,271,100	\$ 0	\$ 421,271,100
<u>OTHER FINANCING SOURCES</u>			
Transfers In:			
Special Revenue Funds	\$ 9,664,800	\$	\$ 9,664,800
Enterprise Funds	1,000,000		1,000,000
Expendable Trust Funds			-
Subtotal	\$ 10,664,800	\$ 0	\$ 10,664,800
<u>SUBTOTAL REVENUES AND OTHER FINANCING SOURCES</u>	\$ 431,935,900	\$ 0	\$ 431,935,900
<u>BEGINNING FUND BALANCE</u>	\$ 52,747,218	\$ 8,200,000	\$ 60,947,218
<u>TOTAL RESOURCES</u>	\$ 484,683,118	\$ 8,200,000	\$ 492,883,118

CITY OF LAS VEGAS
FISCAL YEAR 2005
BUDGET AUGMENTATION and AMENDMENT- EXPENDITURES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
<u>GENERAL GOVERNMENT</u>			
City Council	\$ 2,906,318	\$	\$ 2,906,318
City Clerk	2,715,454	100,000	2,815,454
City Manager	3,487,488		3,487,488
City Attorney	3,655,780		3,655,780
Human Resources	4,109,076		4,109,076
Finance and Business Services	7,877,554		7,877,554
Internal Audit	803,929		803,929
Architectural Services	2,225,336		2,225,336
Planning And Development	5,981,736		5,981,736
Information Technologies	9,793,516		9,793,516
Purchasing & Contracts	2,524,414		2,524,414
Real Estate & Asset Management	610,218		610,218
Building Services	11,379,154		11,379,154
Field Operations - Admin	452,419		452,419
Utilities	15,049,000		15,049,000
Non-Departmental	8,230,000		8,230,000
Subtotal	\$ 81,801,392	\$ 100,000	\$ 81,901,392
<u>JUDICIAL</u>			
Municipal Courts	\$ 15,314,709	\$	\$ 15,314,709
Public Defender	478,000		478,000
City Attorney - Criminal	3,207,254		3,207,254
Alternative Sentencing & Education	3,578,749		3,578,749
Subtotal	\$ 22,578,712	\$ 0	\$ 22,578,712
<u>PUBLIC SAFETY</u>			
Metropolitan Police	\$ 104,932,695	\$	\$ 104,932,695
City Marshals	8,579,191		8,579,191
Fire Services	85,473,013		85,473,013
Detention And Correctional Services	33,353,834	2,100,000	35,453,834
Neighborhood Response	2,224,494		2,224,494
Traffic Engineering	12,336,433		12,336,433
Subtotal	\$ 246,899,660	\$ 2,100,000	\$ 248,999,660
<u>PUBLIC WORKS</u>			
Administration	\$ 1,188,206	\$	\$ 1,188,206
Engineering And Planning	14,632,872		14,632,872
Street Maintenance	1,455,448		1,455,448
Subtotal	\$ 17,276,526	\$ 0	\$ 17,276,526

CITY OF LAS VEGAS
FISCAL YEAR 2005
BUDGET AUGMENTATION and AMENDMENT- EXPENDITURES
GENERAL FUND

	Current Budget	Adjustment	Augmented Budget
<u>HEALTH</u>			
Animal Control	\$ 2,512,017	\$	\$ 2,512,017
Woodlawn Cemetary	70,000	\$	70,000
Subtotal	\$ 2,582,017	\$ 0	\$ 2,582,017
<u>CULTURE AND RECREATION</u>			
Administration	\$ 2,440,045	\$	\$ 2,440,045
Recreation	13,213,633		13,213,633
Cultural And Community Affairs	5,281,189		5,281,189
Parks And Open Spaces	14,083,846		14,083,846
Senior Citizen Activities	2,746,887		2,746,887
Subtotal	\$ 37,765,600	\$ 0	\$ 37,765,600
<u>ECONOMIC DEVELOPMENT AND ASSISTANCE</u>			
Office of Business Development	693,191		693,191
Office of Neighborhood Services	5,338,472		5,338,472
Subtotal	\$ 6,031,663	\$ 0	\$ 6,031,663
<u>TRANSIT SYSTEMS</u>			
Transportation Services	\$ 1,647,528	\$	\$ 1,647,528
Subtotal	\$ 1,647,528	\$ 0	\$ 1,647,528
<u>SUBTOTAL EXPENDITURES</u>	\$ 416,583,098	\$ 2,200,000	\$ 418,783,098
<u>OTHER USES</u>			
Transfers Out:			
Special Revenue Funds	\$ 1,761,605	\$	\$ 1,761,605
Capital Projects Fund	1,000,000	6,000,000	7,000,000
Expendable Trust Funds			-
Debt Service Fund	12,544,399		12,544,399
Enterprise Funds	1,023,865		1,023,865
Internal Service Funds			-
Subtotal	\$ 16,329,869	\$ 6,000,000	\$ 22,329,869
<u>SUBTOTAL EXPENDITURES AND OTHER USES</u>	\$ 432,912,967	\$ 8,200,000	\$ 441,112,967
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>	\$ 51,770,151	\$	\$ 51,770,151
<u>TOTAL</u>	\$ 484,683,118	\$ 8,200,000	\$ 492,883,118

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 2, 2005

DEPARTMENT: CITY CLERK**DIRECTOR: BARBARA JO RONEMUS**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS AND COMMISSIONS**

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD - Pam Dalinis, Term Expiration 12-19-2006 (Moved Out of State); Mary Jo Greenlee, Term Expiration 1-17-2005 (No longer works for a Senior Organization)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Board is comprised of 9 members, filling three-year terms, with at least two members over the age of 60. Appointees must represent specific categories: 2 members of Senior Organizations; 2 Senior Service Providers; 3 Private Citizens; and 2 members of the Nevada State Bar. Members are limited to two terms. Ms. Dalinis has moved out of state, therefore her seat will need to be filled by a person representing a Senior Services Provider. Ms. Greenlee no longer works for a Senior Organization, therefore her seat will need to be filled by a person representing a Senior Organization.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. It will be necessary to appoint a new member to represent a Senior Services Provider to fill Ms. Dalinis' seat and to appoint a new member to represent a Senior Organization to fill Ms. Greenlee's seat.

BACKUP DOCUMENTATION:

1. Current Listing and Authority - Senior Citizen Law Project Advisory Board
2. Memorandum with recommendations from Sheri Cane Vogel
3. Board Interest Form from Robert L. Barnard

MOTION:

REESE - Motion to APPOINT MEL VELASQUEZ (recommended by Leisure Services to replace Pam Dalinis), Primary Health Care of NV, 2121 E. Flamingo Road, Ste. 110, Las Vegas, Nevada 89119, and MARIA DENT (recommended by Leisure Services to replace Mary Jo Greenlee), AARP, 5820 S. Eastern, Ste. 190, Las Vegas, Nevada 89119 - UNANIMOUS

Clerk to notify**MINUTES:**

SHERI CANE VOGEL recommended the appointments of MEL VELASQUEZ and MARIA DENT.
(10:42 - 10:43)
1-3077

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT</u>	<u>TERM EXPIRES</u>
1. HOLLAND, ROY (Private Citizen)	6325 Elton Avenue (Ward 1) (Goodman recommendation)	07	10-20-2004	11-1-2007
2. SEIP, JACKIE (Exec Administrative Assistant to Dean/Pres. NV College of Pharmacy) (Rep. Senior Orgs.) (Replaced Johnston, Judy)	5740 S. Eastern Ave., Ste. 240 (County) (Leisure Services appointment recommendation)	19	4-17-2002 (Effective 4-18-2002)	4-18-2005
3. ADAIR, VALERIE P. (Clark County Deputy District Atty.) (Member Nevada State Bar)	200 South 3 rd Street (Ward 3) (Brown recommendation)	55	7-19-2001 (Reappointed 7/7/2004)	7-19-2007
4. THOMAS, ROY (Private Citizen)	2570 Horizon Ridge Parkway, #5206 Henderson, Nevada (Ward 5) (M. McDonald recommendation)	52	12-18-2002 (Effective 1-5-2003)	1-5-2006
5. ~~DALINIS, PAMELA~~ (Senior Services Provider) Moved Out of State Nov 2004	~~9060 West Fisher Avenue~~ (County) (G. Reese recommendation)	~~49~~	~~12-3-2003~~ (Effective 12-19-2003)	~~12-19-2006~~
6. MILLER, JANICE (Senior Services Provider)	333 Las Vegas Blvd. South, #8016 (Ward 1) (M. McDonald recommendation)	01	10-16-2002 (Effective 11-18-2002)	11-18-2005
7. ~~GREENLEE, MARY JO~~ (Senior Organization) No Longer Employed by Senior Organization, Nov 2004	~~901 North Jones Boulevard~~ (Ward 5) (L. Weekly appointment)	~~08~~	~~12-19-2001~~ (Effective 1-17-2002)	~~1-17-2005~~
CERCEO, ROBERT (Attorney, Clark County) (Member Nevada State Bar)	3551 East Bonanza Road, #101 (Ward 3) (M. McDonald recommendation)	10	4-14-2003	4-14-2006
9. KIPNIS, MAE (Private Citizen) (Replaced Robert D. Thompson)	5805 W. Harmon Ave., #252 Ward 4) (Brown recommendation)	03	2-6-2002 (Reappointed 7/7/2004)	7-7-2007

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

TERM: 3 years. Limited to 2 terms

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

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

NOTES: NO CITY RESIDENCY REQUIREMENT - NO FINANCIAL DISCLOSURE REQUIREMENT
Sheri Cane Vogel, Project Director, Sr. Cit. Law Project

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

Memorandum

City of Las Vegas
Senior Law Project

To: Barbara Jo (Roni) Ronemus, City Clerk
From: Sheri Cane Vogel, Esq., Senior Citizens Law Project Administrator
Cc: Beverly Bridges, Chief Deputy City Clerk
Date: December 10, 2004 *SCV*
Re: Appointment to SCLP Advisory Board

RECEIVED
CITY CLERK
2004 DEC 14 P 4:07

The Senior Citizens Law Project (SCLP) needs to replace two (2) Advisory Board members: Pam Dalinis, who represented a Senior Services Provider, has moved out of town. We recommend that Mel Velasquez of Primary Health Care of Nevada (2121 E. Flamingo, Suite 110, Las Vegas, NV 89119, Work Phone 838-9229) be appointed to fill her vacant seat; Mary Jo Greenlee, who represented a Senior Organization, resigned from the SCLP Advisory Board. We recommend that Maria Dent of AARP (5820 S. Eastern, Suite 190, Las Vegas, NV 89119, Work Phone 938-3238) be appointed to fill the seat left vacant by Mary Jo Greenlee.

Both Mel and Maria are active members of the senior community and have expressed an interest in serving on the Senior Citizens Law Project Advisory Board.

SCV:cab

cc: Detention + Enforcement
Leisure Services
City Auditor
Centennial Celebration
Neighborhood Services
Planning



RECEIVED
CITY CLERK
2004 SEP 20 A 7:32

City of Las Vegas Board, Commission, or Committee Interest Form

Name: Robert L Barnard

Home Street Address: 7396 Laramie Avenue

City: Las Vegas ZIP Code: 89113

Work Street Address: n/a

City: n/a ZIP Code: n/a

Employer: None Occupation: Retired

Home Phone Number: 269-7626 Work Phone Number: n/a

Other Phone Number: 413-2014 Email Address: bbarnard@usa.com

Please list the boards, commissions, or committees that you are interested in serving on:

- OPEN -

MAY SERVE AS NON-RESIDENT
Animal Advisory Committee
Arts Commission
City of Las Vegas Audit Oversight Committee
Clark County District Board of Health
Clark County Regional Flood Control District Citizens Advisory Committee
Commission for the Las Vegas Centennial
Community Development Recommending Board
Conservation District of Southern Nevada Board
Las Vegas Centennial Celebration Committee
Las Vegas Metropolitan Police Department Citizen Review Board
Neighborhood Partners Fund Board
Neon Museum Board
Park & Recreation Advisory Commission
Planning Commission
Senior Citizen Law Project Advisory Board ✓
Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board

For office use only

CLV Y N X

Ward

Date 9-20-04

FAX COVER SHEET**FAX NUMBER 17023824803****FROM Robert Barnard****DATE 2004-09-18 18:26:22 GMT****RE City Boards, Commissions and Committees****COVER MESSAGE**

Please consider the attached Board, Commission, or Committee Interest Form for vacancies that develop in the future. I am most interested in positions that have a high level of activity.

Thanks,
Robert Barnard
bbarnard@usa.com

RECEIVED
CITY CLERK

2004 SEP 20 A 7:51

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Throughout my thirty-seven years as a manager in military/federal service, I have been on numerous

boards and committees. They have ranged from military officer promotion boards to employment

selectionboards as well as committees for any business function in government operations.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

As a former military officer and senior federal employee, I have spent the last thirty-seven years

getting things done. I have also been blessed with the common sense needed to make or

recommend actions that will best address the issues that affect large groups of citizens.

Please see my attached resume for more information.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

ROBERT L. BARNARD

7396 Laramie Ave
Las Vegas, NV 89113

(702) 269-7626
Bbarnard@usa.com

SENIOR MANAGER

Accomplished leader, manager and team builder. Completed a distinguished U.S. Army career facing numerous challenges in a very dynamic environment requiring exceptional leadership, organizational and communication skills. Went on to complete a career as a senior Federal Manager in the Department of Navy and the Department of Homeland Security. An innovative thinker that develops "out of the box" solutions for very complex problems resulting in more effective and efficient operations.

Decision Making ♦ Customer service ♦ Team building/training ♦ Financial Management
Problem Solving ♦ Staff development/productivity growth ♦ Contract Management
Turnaround and Crisis Management ♦ Platform skills/group presentations
Multi-Site Operations ♦ Project/Program Management

PROFESSIONAL EXPERIENCE

GLOBAL IMPACT – Alexandria, Virginia

2003

Executive Director, Combined Federal Campaign-Overseas

Oversaw operations of Combined Federal Campaign-Overseas (CFC-O) with offices in Kuwait, Japan and Germany. The CFC-O, with a volunteer staff of over 20,000 and over \$11 million in donations, is the second largest campaign in the Federal Workplace.

- o Opened and staffed the newest office in Kuwait to provide support to U. S. Military forces deployed to the Middle East.
- o Conducted numerous training events worldwide to train volunteers on program and money management as well as techniques in the conduct of donor solicitation.

DEPARTMENT OF HOMELAND SECURITY* – Lee's Summit, Missouri

1999 - 2003

Deputy Center Director/Special Assistant, National Records Center

Selected to oversee creation of a 214,000 square foot facility with an operating budget of over \$25 million, housing a staff of 400, consolidating and managing 20+ million alien records. Deputy duties included managing Center operations through three direct reports: Office of Administration and Management, Office of Information and Field Service and the Office of Records Management that maintains over 20 million records and moves more than 10,000 records in and out of the facility daily. Duties also included serving as Chief Information Officer with responsibility for all technology operations. (*Formally the Immigration and Naturalization Service*)

- o Coordinated the successful consolidation and transfer of 18 million alien files from over 80 INS offices to new centralized location.
- o Developed an effective team of over 200 professionals, providing extensive training in new concepts of records management.
- o Directed an extensive information management program, including operation of multiple servers operating Novell Netware and Microsoft NT, business applications, INS National Systems (National File Management System and the Freedom of Information Processing System; contributed to the development of the National File Management System through successful deployment and troubleshooting.
- o Automated the process of alien record transportation through implementation of telephone, email and fax services, eliminating the movement of hard copy files.

NAVAL AIR WARFARE STATION – China Lake, California

1994 - 1999

Transportation Management Director

1994 - 1999

Directed a staff of civil service specialists and technical contract employees in providing transportation services, worth over \$6 million, to the US Navy's largest installation. Accountable for employee leadership, administrative management, labor, equipment and material planning, multi-million dollar budget development and administration, contract negotiations and management and administration of over \$50 million in assets.

- o Credited with a 20% reduction in operating costs while increasing all primary quality metrics by upgrading equipment quality through lease and purchase of vehicles and equipment, increasing availability and allowing for a fleet size reduction.

ROBERT L. BARNARD

631 North Stephanie Street #482
Henderson, NV 89014

Page 2

(702) 446-0492
Bbarnard@usa.com

Transportation Management Director (continued)

1994 - 1999

- o Recognized by superior as one of three in a 350-member organization to receive "outstanding" evaluations for "sustained excellence" in job performance.
- o Selected as a key member of the Department Executive Steering Group, assisting in the development of innovative approaches in response to the increased requirements for downsizing and outsourcing.
- o Produced significant increases in performance by introducing computer assisted management analysis techniques to staff members for all areas of the operation.

Housing Director, Public Works Department

1996 - 1997

In addition to Transportation Management Director responsibilities, was concurrently responsible for over 500 family, 500 bachelor and transient quarters with over 10,000 visitor days annually while maintaining all Transportation Director responsibilities. Directed a staff of 20 engineering, technical and administrative personnel while developing and administering a maintenance and repair budget of over \$6 million and a special projects budget valued at over \$10 million.

- o Realized significant savings that facilitated reduction in maintenance backlog by training the staff to prepare and negotiate with accountability.
- o Improved quality of life for tenants by establishing an informative website for current and new tenants, developing formal agreements with local real estate offices offering off-base housing that increased competition among housing providers, and developing staff service skills through hands-on leadership.
- o Created an internet web site to provide installation-housing information to both assigned and personnel pending assignment to the station.

UNITED STATES ARMY RESERVE PERSONNEL CENTER - *St. Louis, Missouri* *Chief, Retiree Management Branch*

1992 -1994
1994

Coordinated a branch responsible for mobilization and pre-assignment programs for the 613,000 US Army retirees. Responsible for administering a \$1 million exercise training budget, coordinating command participation in retiree recall exercises, and researching impact of proposed legislation.

- o Developed and implemented a postcard contact system that realized a \$50,000 savings in postage and recognition under the Federal Paperwork Reduction Program during the first year of operation.

UNITED STATES ARMY - *Worldwide* *Private - Colonel*

1966 -1994

Distinguished diversified management career leading the planning, staffing, budgeting, technology and operations of organizations throughout the United States and abroad. Recent positions include:

- o *Director, Management Support Division* - led a division of four branches that provided all management and administrative support, including information management, to the 419,000 enlisted members of the U.S. Army Reserve.
- o *Assistant Chief of Staff for Security, Plans and Operations* - principal advisor to the Commanding General of the senior US Army logistics organization in South Korea.
- o *Director, Officer Management Division* - led an organization of five branches providing personnel management support to the 19,000+ supply, transportation, ordnance and administrative officers in the Army Reserve.
- o *Logistics Operations Officer* - coordinated all supply programs, for both war and peacetime operations for a senior logistics organization (Corps Support Command) and subordinate units.

Earlier position included:

Commander
Personnel Manager

Battalion Executive Officer
Port Operations Advisor

Contracting Officer
Training Officer

EDUCATION

COLUMBIA COLLEGE - *Columbia, Missouri*

Bachelor of Arts, Concentration in Business