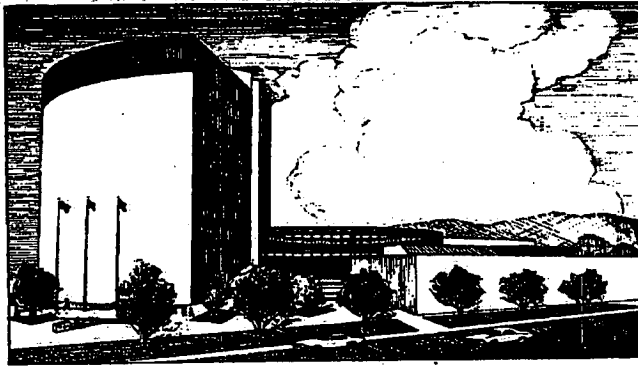


**THIS MEETING
CONTAINS SOME
PAGE(S) THAT ARE
ILLEGIBLE/POOR
QUALITY**



MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

MARCH 16, 2005

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

MAYOR OSCAR B. GOODMAN

COUNCILMAN GARY REESE
MAYOR PRO-TEM

COUNCILMAN LARRY BROWN
(Excused from PM session until 1:11 PM)

COUNCILMAN LAWRENCE WEEKLY

COUNCILMAN MICHAEL MACK

COUNCILMAN STEVE WOLFSON

COUNCILWOMAN LOIS TARKANIAN

PRESENT

ABSENT

EXCUSED

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

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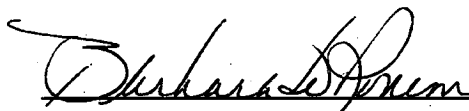
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APPROVED BY REFERENCE: May 18, 2005
ATTEST:


CITY CLERK


MAYOR

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), STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1)

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

MARCH 16, 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 ARE 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 - DOCTOR-PASTOR ANNE JONES, LIFE CHRISTIAN CENTER
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE ST. ELIZABETH ANN SETON GIRLS CHAMPIONSHIP BASKETBALL TEAM
- RECOGNITION OF THE REBEL JUNIORS 96 GIRLS SOCCER TEAM
- RECOGNITION OF THE BISHOP GORMAN HIGH SCHOOL AAAA STATE BASKETBALL CHAMPIONS
- RECOGNITION OF THE FAITH LUTHERAN JR./SR. HIGH SCHOOL AAA STATE BASKETBALL CHAMPIONS
- RECOGNITION OF PROGRAMS AND STAFF AWARDS IN THE LEISURE SERVICES DEPARTMENT

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 January 5, 2005 and the Special City Council Meeting of November 1, 2004

APPROVED

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.

BUSINESS DEVELOPMENT - CONSENT

3. Approval of the Assignment of Landscaping Covenants and Agreement Regarding Parkway Center Landscaping Obligations between City Parkway V (CP) and Union Pacific Railroad Company(UPRR)(Augmentation required of \$155,000 - City Parkway V) - Ward 5 (Weekly)

APPROVED

FIELD OPERATIONS - CONSENT

4. Approval of an Access and Maintenance Agreement with the Sun City Summerlin Community Association, Inc., (SCSCA) whereby the city will install fencing and a gate which will allow for improved emergency vehicle response and SCSCA will maintain the area after construction (\$50,041 - Capital Project Funds) - Ward 4 (Brown)

APPROVED

FINANCE & BUSINESS SERVICES - CONSENT

5. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
6. Approval of a Special Event License for Hector Hernandez, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: July 16, 2005, Type: Special Event Beer/Wine, Event: Sweet 15 Birthday Party, Responsible Person in Charge: Jesus Hernandez - Ward 3 (Reese)
7. Approval of a Special Event License for Leisure Services/Cultural Affairs, Location: Post Office, 301 Stewart Avenue, Date: May 14, 2005, Type: Special Event General, Event: Centennial Post Office Celebration, Responsible Person in Charge: Christine Dare-Garness - Ward 5 (Weekly)
8. Approval of Change of Ownership and Business Name for a Tavern License subject to Health Dept. regulations, From: Ramon Nuñez, dba Rodeo Bar, Ramon Nuñez, 100%, To: El Rodeo Nightclub, Inc., dba El Rodeo Club & Grill, 1815 East Charleston Boulevard, Alejandro Alvarez, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

APPROVED

FINANCE & BUSINESS SERVICES - CONSENT

9. Approval of Change of Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, Kelly & Kelly, Inc., dba From: The Trap House, 6131 Clarice Avenue (Non-operational), To: Kelly's Kasino II, 5855 West Craig Road, Suite 108, Allan M. Kelly, Dir, Pres, 33.5%, Charlotte M. Kelly, Dir, Secy, Treas, 33.5%, Patrick R. Kelly, 33% - Ward 6 (Mack)
APPROVED
10. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, Kelly & Kelly, Inc., dba Kelly's Kasino II, 5855 West Craig Road, Suite 108, Allan M. Kelly, Dir, Pres, 33.5%, Charlotte M. Kelly, Dir, Secy, Treas, 33.5%, Patrick R. Kelly, 33% - Ward 6 (Mack)
APPROVED
11. Approval of a new Burglar Alarm Service License, Brantley, Incorporated, dba Brantley, Incorporated, 2805 Jeffery Pines Street, Mark A. Brantley, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
APPROVED
12. Approval of Change of Location for a Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Jennifer Diamond, dba Hi Desert Appliance, From: 1205 Western Avenue, To: 1425 South Main Street, Jennifer L. Diamond, 100% - Ward 1 (Tarkanian)
STRICKEN
13. Approval of award of Agreement No. 050121 for Premier CAD, PMDC, and Infotrak RMS System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$469,909 - Detention and Enforcement, Control Center Upgrade Fund)
APPROVED
14. Approval of Use Agreement No. 050558 authorizing use of State of Nevada Bid Number 6710, Paratransit Vehicles Pricing Agreement - Department of Field Operations - Award to: SUNSET BUS & COMMERCIAL, INC. (Estimated annual amount of \$263,252 - Automotive Service Internal Service Fund)
APPROVED
15. Approval of Use Agreement No. 050557 authorizing use of State of Nevada Bid Number 6849, Fleet Vehicle Pricing Agreement - Department of Field Operations - Award to: Jones West Ford (\$226,429 - Special Revenue and General Fund)
APPROVED
16. Approval of award of Modification No. 1 to Contract No. 050088 for Union Park Master Development Project Consulting Services - City Parkway V, Inc. - Award recommended to: HUNTER INTERESTS INCORPORATED (\$50,000 - City Parkway V) - Ward 5 (Weekly)
APPROVED
17. Approval of award of Contract No. 050538 for Preparation of Quarterly Socio-Economic and Real Estate Data Fact Sheets - Office of Business Development - Award recommended to: RESTREPO CONSULTING GROUP, LLC (\$49,000 - Industrial Revenue Fund)
APPROVED
18. Approval of award of Modification No. 1 to Contract No. 050108 for Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$38,193 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)
APPROVED
19. Approval of revision to purchase order 220570 for Oracle 11i Software Migration Implementation Service - Department of Information Technologies - Award to: SOLBOURNE COMPUTER, INC. (\$95,000 - Computer Services Internal Service Fund)
APPROVED

FINANCE & BUSINESS SERVICES - CONSENT

20. Approval of issuance of a purchase order for Idler Sprockets - Department of Public Works - Award recommended to: VC CHAINS, CORP (\$30,000 - Sanitation Enterprise Fund)
APPROVED

PLANNING & DEVELOPMENT - CONSENT

21. Approval of a Master Plan Amendment for drainage facilities within the Las Vegas Wash Middle Branch Area - Ward 6 (Mack)
APPROVED

PUBLIC WORKS - CONSENT

22. Approval of Fourth Supplemental Interlocal Contract 321d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for Vegas Drive - Rancho Drive to I-15 (\$200,000 - Regional Transportation Commission of Southern Nevada) - Ward 5 (Weekly)
APPROVED
23. Approval of Third Supplemental Interlocal Contract LAS09T04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase construction funding for the Freeway Channel Charleston Lateral (\$487,400 - Clark County Regional Flood Control District) - Ward 5 (Weekly)
APPROVED
24. Approval of Fifth Supplemental Interlocal Contract LAS19B01 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to reallocate funding within the Interlocal Contract for Owens Avenue System - Rancho Drive to I-15 - Ward 5 (Weekly)
APPROVED
25. Approval of Fifth Supplemental Interlocal Contract LAS10H98 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to extend the date of completion to allow time for final billing for Gowan North Buffalo Branch - Ward 4 (Brown)
APPROVED
6. Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County Water Reclamation District (District) to allow a temporary sewer connection to the City of Las Vegas 27-inch sewer in Sahara Avenue - Ward 3 (Reese)
APPROVED
27. Approval to appraise and purchase or condemn right-of-way parcels for the Lone Mountain Lift Station project on the north side of Lone Mountain Road, west of Decatur Boulevard (\$20,000 - Sanitation Funds) - Ward 6 (Mack)
APPROVED
28. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company (NPC) for the installation of NPC facilities to provide power for streetlight and traffic signal services for the Durango Drive Phase 4, Special Improvement District 1503 project (Durango Drive - Tropical Parkway to I-215) (\$16,344 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
APPROVED
29. Approval of Interlocal Agreement 109344 with the Las Vegas Valley Water District (LVVWD) for the modification of existing water facilities and the installation of new water facilities in conjunction with the Elkhorn Road Overpass over US 95 project - Ward 6 (Mack)
APPROVED

PUBLIC WORKS - CONSENT

30. Approval of a Non-Refundable Contribution in Aid of Construction Agreement with Nevada Power Company for Jones Boulevard - Rome Boulevard to Elkhorn Road (\$29,313 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
APPROVED
31. Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of MTC 118, Incorporated, owner (southeast corner of Durango Drive and Elkhorn Road) - Ward 6 (Mack)
APPROVED
32. Approval of an Encroachment Request from AF Construction on behalf of Clark County, owner (Lewis Avenue between Casino Center Boulevard and Third Street) - Ward 1 (Tarkanian)
APPROVED
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman & Turner, Incorporated, on behalf of Marcel C. Ezeoke and Uzoma G. Ezeoke, owners (southwest corner of Fort Apache Road and Hickam Avenue, APN 138-06-801-003) - County (near Ward 4 - Brown)
APPROVED
34. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - D.L. Moore Construction, Incorporated, on behalf of Robert D. Hooke and Donna J. Hooke, owners (east of Jensen Street, south of Elkhorn Road, APN 125-19-102-016) - County (near Ward 6 - Mack)
APPROVED

RESOLUTIONS - CONSENT

35. R-28-2005 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1480 - Buffalo Drive Cheyenne Avenue to Lone Mountain Road) (Levy Assessments) - Ward 4 (Brown)
APPROVED
36. R-29-2005 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (Levy Assessments) - Ward 4 (Brown)
APPROVED

REAL ESTATE COMMITTEE - CONSENT

37. Approval of a first amendment to the Exclusive Negotiating Agreement (ENA) between City Parkway V, Inc., and Related Las Vegas for the Union Park property bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Rail Road Rail line, APNs 139-34-110-002 and 003 - Ward 5 (Weekly)
APPROVED
38. Approval of an Easement and Rights-of-Way whereby Sierra Crossings Home Owners Association grants approximately 0.29 acres of land located south of Gilmore Avenue and west of the I-215 known as APN 137-12-697-029 to the City of Las Vegas (City) for a pedestrian bridge, walking path and drainage purposes - County (near Ward 4 - Brown)
APPROVED
39. Approval of a Grant, Bargain, Sale Deed whereby the City of Las Vegas (City) grants approximately 21,587 square feet of land to Astoria Alexander LLC, (Astoria) on APN 137-12-297-028 located on Gilmore Avenue east of Cliff Shadows Parkway and west of the I-215 - County (near Ward 4 - Brown)
APPROVED

REAL ESTATE COMMITTEE - CONSENT

40. Approval of an Extension of Lady Luck Parking Garage Lease and Consent to Assignment whereby the City of Las Vegas (City) and The Henry Brent Company, a Nevada LLC, (Company) agree to the assignment of the lease and extension thereof on property located at 333 East Ogden Avenue commonly known as the Ogden Parking Garage - Ward 5 (Weekly)
APPROVED
41. ABEYANCE ITEM - Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 4.84 acres of land located in the vicinity of Owens Avenue and Main Street known as APN 139-27-502-015 to HELP Las Vegas Housing Corporation II, for the development and construction of affordable housing for low-income individuals (\$10 revenue - General Fund) - Ward 5 (Weekly)
ABEYANCE TO 4/6/2005
42. ABEYANCE ITEM - Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 3.165 acres of land located in the vicinity of Owens Avenue and Main Street known as APN 139-27-502-018 to The Salvation Army for development and construction of an affordable family housing community for low-income individuals (\$10 revenue - General Fund) - Ward 5 (Weekly)
APPROVED

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

43. Report and possible action concerning the status of 2005 legislative issues
REPORT GIVEN & APPROVED

CITY ATTORNEY - DISCUSSION

44. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Laurnel C. Crocker, 2817 W. Sahara, Apt. #2, Las Vegas, Nevada 89102
STRICKEN
45. Discussion and possible action on Appeal of Work Card Denial: Monique Armstrong, 5152 Paradise Valley Avenue, Las Vegas, Nevada 89156
APPROVED WITH SIX-MONTH (9/21/2005) REVIEW
46. Discussion and possible action on Appeal of Work Card Denial: Diana Janice Asuncion, 8400 West Charleston Boulevard #122, Las Vegas, Nevada 89117
STRICKEN
47. Discussion and possible action on Appeal of Work Card Denial: Dean A. Kolettis, 2901 South Industrial Road, Las Vegas, Nevada 89109
STRICKEN
48. Discussion and possible action on Appeal of Work Card Denial: V'Andre H. Bonner, 2901 Industrial Road, Las Vegas, Nevada 89109
STRICKEN
49. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Jennifer Deeann Stitt, 6666 Washington #124, Las Vegas, Nevada 89107
STRICKEN

CITY ATTORNEY - DISCUSSION

50. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Casey Joseph Loop, 4185 Paradise Road #2109, Las Vegas, Nevada 89109
STRICKEN
51. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Charles J. Irion, 1020 Hassett Avenue, Las Vegas, Nevada 89104
STRICKEN
52. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Christin June Delay, 6105 E. Sahara Avenue #75, Las Vegas, Nevada 89142
STRICKEN

FINANCE & BUSINESS SERVICES - DISCUSSION

53. Discussion and possible action regarding Temporary Approval of a new 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, Meat House One, LLC, dba Montana Meat Company, 6371 Centennial Center Boulevard, Gaming Investors, LLC, Mgr, Mmbr, 100%, Garry V. Goett, Mgr, Steven S. Meatovich, Mgr, Barry R. Moore, Mgr, Robert J. Buist, Jr., Mgr, Guy Inzalaco, Mgr, Olympia Entertainment, LLC, Mmbr, 50%, Garry V. Goett, Mgr, Mmbr, 54%, Guy Inzalaco, Mgr, Mmbr, 36%, BBS Gaming, LLC, Mmbr, 50%, Barry R. Moore, Mmbr, 40%, Steven S. Meatovich, Mmbr, 30%, Robert J. Buist, Jr., Mmbr, 30% - Ward 6 (Mack)
APPROVED TEMPORARY LICENSE WITH SIX-MONTH (9/21/2005) REVIEW
54. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Viengsamai Monsay, dba Lan Xang Cafe, 2327 South Eastern Avenue, Viengsamai Monsay and Gniam Monsay, 100% jointly as husband and wife (NOTE: Item to be heard in the afternoon session in conjunction with Item 120 - SUP-5868) - Ward 3 (Reese)
55. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Samcon, Inc., dba Tomfoolery Irish Pub and Eatery, 4300 Meadows Lane, Suite 2430, Sean T. Higgins, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
APPROVED TEMPORARY LICENSE WITH SIX-MONTH (9/21/2005) REVIEW
56. Discussion and possible action regarding a new Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots subject to the provisions of the planning and fire codes and Health Dept. regulations, Toma Herfi, Incorporated, dba Durango Market, 6955 North Durango Drive, Suites 1113 and 1114, Samir Toma, Dir, Pres, 50%, Louie G. Herfi, Dir, Secy, Treas, 50% - Ward 6 (Mack)
APPROVED WITH SIX-MONTH (9/21/2005) REVIEW
57. Discussion and possible action regarding a Six Month Review of a Tavern License and a Restricted Gaming License for 15 slots, Claudio Garcia, dba Sin Fronteras Bar & Night Club, 1203 East Charleston Boulevard, Suites I and J, Claudio H. Garcia, 100% - Ward 5 (Weekly)
DENIED
58. Discussion and possible action regarding a Six Month Review of a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1903 North Decatur Boulevard, Jo Ann Milton, Key Employee - Ward 5 (Weekly)
APPROVED
59. Discussion and possible action regarding a Six Month Review of a Burglar Alarm Service License, All Secure, Inc., dba All Secure, Inc., 3904 Wharton Street, Noel Emanuel, Dir, Pres, Secy, Treas, 100% - Ward 6 (Mack)
APPROVED

FINANCE & BUSINESS SERVICES - DISCUSSION

60. Discussion and possible action regarding a Six Month Review of a Psychic Art and Science License, Nina Demetro, dba Psychic World, 1820 Hassett Avenue, Nina Demetro, 100% - Ward 3 (Reese)
APPROVED
61. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Cisco's Supper Club, Incorporated, dba Ciscos Mexican Seafood and Cantina, 2100 Fremont Street, Michelle E. Gomez, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)
ABEYANCE TO 4/6/2005
62. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Samuel M. Martinez, dba Camino Real Mexican Grill, 5000 West Charleston Boulevard, Suite D, Samuel M. Martinez, 100%, Armida R. Martinez, Principal - Ward 1 (Tarkanian)
STRICKEN
63. Discussion and possible action regarding a Review of a Temporary Tavern License, Crest Lodge, Inc., dba Fong's Garden Cafe de Manila, 2021 East Charleston Boulevard, Lourdes S. Guevara, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
APPROVED TEMPORARY LICENSE WITH SIX-MONTH (9/21/2005) REVIEW

NEIGHBORHOOD SERVICES - DISCUSSION

64. Report and possible action regarding the proposed expansion of the Educational and Vocational Opportunities Leading to Valuable Experiences (EVOLVE) program to provide services to the chronic inebriates and homeless - All Wards
REPORT GIVEN & APPROVED

PLANNING & DEVELOPMENT - DISCUSSION

65. Discussion and possible action on parcels recommended for disposal at the Spring 2006 Bureau of Land Management Public Land Sale - Wards 2 and 4 (Wolfson and Brown)
TABLED

RESOLUTIONS - DISCUSSION

66. R-30-2005 - Discussion and possible action on a Resolution Supporting Certain Types of Legislative Proposals to Provide Property Tax Relief
APPROVED

BOARDS & COMMISSIONS - DISCUSSION

67. ABEYANCE ITEM - HISTORIC PRESERVATION COMMISSION A- Felix DeHerrera, Term Expiration 3/8/2007 (Resigned)
APPOINTMENT MADE
68. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION - Walter R. Sapling, Term Expiration 1-8-2006 (Deceased)
ABEYANCE TO 4/6/2005
69. ANIMAL ADVISORY COMMITTEE - Susan Butche, Term Expiration 4-5-2005
REAPPOINTMENT MADE

BOARDS & COMMISSIONS - DISCUSSION

70. LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES – Dr. Melvin Pohl, Term Expiration 4-7-2005; Andrea Arthurholtz, Term Expiration 4-18-2005; M. Frances Spomer, Term Expiration 4-18-2005
APPOINTMENTS MADE

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

71. Bill No. 2005-9 - Eliminates the inclusion of street rights-of-way and open space in the acreage used to determine allowable units per acre in residential subdivisions. Proposed by: Margo Wheeler, Director of Planning and Development
STRICKEN
72. Bill No. 2005-10 - Eliminates redevelopment area status as a determinant of development standards relating to residential adjacency and certain setback requirements. Sponsored by: Councilman Lawrence Weekly
APPROVED
73. Bill No. 2005-11 - Clarifies the rules that apply to the remodeling, alteration, expansion or reuse of parking-impaired developments. Proposed by: Margo Wheeler, Director of Planning and Development
APPROVED
74. Bill No. 2005-13 - Annexation No. ANX-5674 – Property location: On the northeast corner of Centennial Parkway and Kevin Way; Petitioned by: Project K, LLC; Acreage: 2.52 acres; Zoned: R-E (County zoning), U (TC) (City equivalent). Sponsored by: Councilman Michael Mack
APPROVED
75. Bill No. 2005-15 - Authorizes the issuance of City of Las Vegas General Obligation (Limited Tax) Sewer Refunding Bonds, (Additionally Secured by Pledged Revenues) Series 2005A. Proposed by: Mark R. Vincent, Director of Finance and Business Services - All Wards
APPROVED
76. Bill No. 2005-16 - Authorizes the issuance of City of Las Vegas General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2005B. Proposed by: Mark R. Vincent, Director of Finance and Business Services - All Wards
APPROVED

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.

77. Bill No. 2005-12 - Annexation No. ANX-5656 – Property location: On the west side of Al Carrison Street, 50 feet south of McNamee Avenue; Petitioned by: Michael E. Burke; Acreage: 2.08 acres; Zoned: R-A (County zoning), R-A (City equivalent). Sponsored by: Councilman Michael Mack
78. Bill No. 2005-14 - Authorizes the granting of a distance-separation waiver for a tavern to be located within a regional mall. 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.

79. Bill No. Z-2005-1 - Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (nonresidential). Proposed by: Margo Wheeler, Director of Planning and Development
READ & ASSIGNED TO 4/5/2005 RECOMMENDING COMMITTEE MTG.
80. Bill No. Z-2005-2 - Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (residential). Proposed by: Margo Wheeler, Director of Planning and Development
READ & ASSIGNED TO 4/5/2005 RECOMMENDING COMMITTEE MTG.

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

81. 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

82. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 601 S. Casino Center Boulevard. PROPERTY OWNERS: CLUB RENAISSANCE PARTNERS LLC - Ward 1 (Tarkanian)
APPROVED
83. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 4300 Beth Avenue. PROPERTY OWNER: PAMELA C. MILLER TRUST - PAMELA C. MILLER TRS - Ward 5 (Weekly)
APPROVED
84. Hearing to consider the appeal regarding the Nuisance/Litter Abatement Notice and Order to Comply located at 2740 Harris Avenue. PROPERTY OWNER: DOROTHE REEVES - Ward 3 (Reese)
APPROVED
85. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply located at 5801 W. Craig Road (APN: 138-01-312-002). PROPERTY OWNERS: REGAL PLAZA LLC - C/O TOWER REALTY & DEV - Ward 6 (Mack)
STRICKEN
86. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply located at 5861 W. Craig Road (APN: 138-01-312-004). PROPERTY OWNERS: CONSTRUCTION GROUP INC - Ward 6 (Mack)
STRICKEN
87. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply located at 5881 W. Craig Road (APN: 138-01-312-005). PROPERTY OWNERS: REGAL PLAZA LLC - C/O TOWER REALTY & DEV - Ward 6 (Mack)
STRICKEN

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** day of **March, 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 **16th day of March, 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

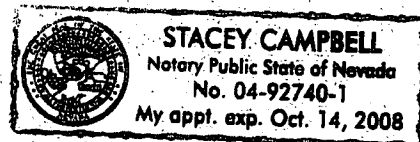
DEPARTMENT

Subscribed and sworn to before me this

10TH day of March, 2005

Stacy 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 **10th** day of **March, 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 **16th** day of **March, 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

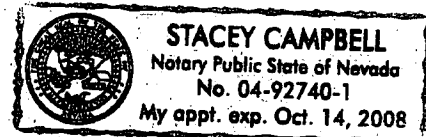
DEPARTMENT

Subscribed and sworn to before me this

10TH day of March, 2005

Stacey Campbell

NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF POSTING
(Posting required under the provisions of NRS Chapter 241)

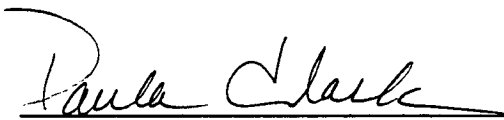
STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** day of **March, 2005** at the hour of **4:00 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **16th day of March, 2005**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office)
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue



SIGNATURE

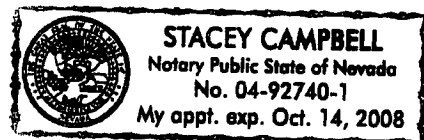
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

10TH day of March, 2005



NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: MARCH 16, 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 1:11 p.m.), WEEKLY, MACK, WOLFSON, and TARKANIAN

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

(9:06)

1-1

- INVOCATION - DOCTOR-PASTOR ANNE JONES, LIFE CHRISTIAN CENTER

MINUTES:

DOCTOR-PASTOR ANNE JONES, Life Christian Center, gave the invocation.

(9:06- 9:07)

1-21

- PLEDGE OF ALLEGIANCE

MINUTES:

MAYOR GOODMAN led the audience in the Pledge.

(9:07 - 9:08)

1-68

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE EMPLOYEE OF THE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting: copy of face of Employee of the Month plaque for Mark House

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward MARGO WHEELER, Director, Planning and Development Department, to assist him in announcing that this month's Employee of the Month is MARK HOUSE, GIS Analyst I. He has been with the City since March 2003, and he was nominated for consistently exhibiting kindness and patience, producing quality work, and going above and beyond the call of duty to meet deadlines. This year he designed the presentation accompanying the City's request for funding for projects through the Southern Nevada Public Lands Management Act (SNPLMA). The presentation contributed to the City scoring ten of the top twenty projects. Once approved by the Department of the Interior, these projects will provide the City with \$70 million in funding for a variety of other projects. MS. WHEELER stated that MR. HOUSE is a great asset to Planning and Development.

MR. HOUSE accepted the plaque and said that he feels fortunate to work with very talented people. He thanked MS. WHEELER and TOM PERRIGO, Planning Manager, Planning and Development, for recognizing his talents.

(9:08 - 911)

1-68

CEREMONIAL BACKUP

RECOGNITION OF THE EMPLOYEE OF THE MONTH



Mark House

March 2005

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



MAYOR

CITY MANAGER

DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE ST. ELIZABETH ANN SETON GIRLS CHAMPIONSHIP BASKETBALL TEAM

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN BROWN welcomed the St. Elizabeth Ann Seton Catholic Church delegation in the audience, as well as the 7th and 8th Grade students from the school who were present as part of a field trip. These students would soon go to Washington D.C. as part of a larger field trip.

He then recognized the St. Elizabeth Ann Seton Girls Basketball Team for winning three consecutive championships since 2003 and being undefeated for three seasons. The team members came forward as he called their name: CAITLYN CERZA, MAURA CONNOR, SAMANTHA COREY, GINA GRINO, MORGAN KITT, OLIVIA MAKINSON, CHELSEA THEDINGA, AMANDA KAUFMAN, ASHLEY NGUYEN, JILLIAN RASNICK, JULIE ROBBINS, NICOLLE CHILDERS, and RAQUEL VERTREES. COACH LENNY URSO and ATHLETIC DIRECTOR JULIE LUBBE also came forward.

COACH URSO indicated that it was a true honor for him to be able to coach this group of girls. Winning is secondary, but it was tough not to win with such focused players. He thanked the Council for this honor.

(9:15 - 9:18)

1-267

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE REBEL JUNIORS 96 GIRLS SOCCER TEAM

MOTION:

None required. A presentation was made.

MINUTES:

To assist him in recognizing the Rebel Juniors 96 Girls Soccer Team, COUNCILMAN MACK called forward HEAD COACH ROBERT ANDRADE. COUNCILMAN MACK commented that this team won all their games in the Tide Cup in 2004, took second place in the U9/U10 age group, and took third place in the U9 age group of the boys division in the 2004 Rugrats Tournament. He presented the team members with an encased soccer ball signed by the Councilmembers for their achievements and sportsmanship.

As a native Las Vegas, COACH ANDRADE thanked the Council for supporting youth sports. He thanked the team members for their hard work and advised them to always strive for excellence while having fun.

(9:18 - 9:20)

1-370

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE BISHOP GORMAN HIGH SCHOOL AAAA STATE BASKETBALL CHAMPIONS

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN REESE called forward COACH RICE and recognized the Bishop Gorman High School Basketball Team for taking the AAAA State Basketball Championship. COUNCILMAN REESE noted that high school sports are his favorite, and he strongly believes in attending and supporting youth sports. It is a pleasure to not only see the players in action, but also to see how well they behave on the court. He felt certain these players will represent the City of Las Vegas well in their future sport endeavors.

COACH RICE accepted the encased basketball signed by the Councilmembers. He felt proud of his team and honored to be present with so many young athletes.

MAYOR GOODMAN noted that he received an autographed picture depicting some of the team members. It will be displayed on the tenth floor hallway for the public to see.

(9:20 - 9:23)

1-431

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE FAITH LUTHERAN JR./SR. HIGH SCHOOL AAA STATE BASKETBALL CHAMPIONS

MOTION:

None required. A presentation was made.

MINUTES:

NOTE: Certificates were issued but copies were not submitted.

COUNCILMAN WOLFSON agreed with COUNCILMAN REESE'S comments that it is important for friends, relatives, and parents to go to the games and support youth sports.

COUNCILMAN WOLFSON called forward HEAD COACH BRET WALTER and TEAM CAPTAINS CAMERON DONE and ANDREW EDDINS to assist him in recognizing the Faith Lutheran Crusaders, this year's AAA Nevada State Men's Basketball Champions. This is the team's first year of competition as an AAA team. In 2003, the same team won the same title as an AA team, and the transition to an AAA team meant competing against larger schools. The Crusaders only lost three games this season, and those were to the upper AAAA Division teams. With honor, COUNCILMAN WOLFSON presented the Captains with an encased basketball signed by the Councilmembers and stated that each team member would be presented with certificates.

COACH WALTER thanked COUNCILMAN WOLFSON for recognizing the team. He is very excited about events in the school and about its continued growth.

(9:23 - 9:28)

1-541

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF PROGRAMS AND STAFF AWARDS IN THE LEISURE SERVICES DEPARTMENT

MOTION:

None required. A presentation was made.

MINUTES:

Before turning the mike over to DR. BARBARA JACKSON, Director, Leisure Services, for this presentation, MAYOR GOODMAN expressed his condolences at the passing of MARJORIE MONTGOMERY, as well as his apologies for the Council not being able to attend the funeral services due to Council business. DR. JACKSON noted that MS. MONTGOMERY was responsible for coining the term "Beyond The Neon." She was very meticulous and will be sorely missed.

DR. JACKSON continued and said that because of hardworking Leisure Services staff, like MS. MONTGOMERY, the department received eight program excellence awards at the Nevada Recreation and Park Association Society in January 2005. With extreme pride, DR. JACKSON mentioned the awards and staff members who received them: "Las Vegas Senior Idol" talent showcase - MATT HAUGH, "Doggy'tines Day" - RONEY FULLER and IRENE MCKEANNEY, "Youth Sports Festival & Summit" - MIKE HABIGHORST, "Emergency Information and Procedures" manual - Recreation Division, NRPS Fellowship Award - LONNIE ZIMMERMAN, NPRS Citation Award (for outstanding efforts) - STEPHANIE RICHARDS, and NRPS Dundee Award (for 25 years of service) - DALE BARBEAU. DR. JACKSON noted that the highest award, from the National Recreation and Parks Association, went to MARY KILLIAM for the Aquatics Program. Those staff members who were present came forward to accept the awards.

(9:11 - 9:15)

1-155

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

ADDITIONAL ANNOUNCEMENTS AND RECOGNITIONS

MINUTES:

RECOGNITION OF JEFF MALM, CHANTAL UZAN, RAZEL YUMANG, KEISHA DE LA PENA AND KELSEA CERZA

MAYOR GOODMAN noted that the comments he has heard about Las Vegas youngsters not being future leaders are wrong. They are very well behaved and first-class future representatives of Las Vegas. He and his colleagues felt very proud of them. He then welcomed several students, who would be sitting with the Councilmembers for part of the morning session. They introduced themselves. PRESIDENT JEFF MALM and VICE PRESIDENT CHANTAL UZAN - St. Anne Catholic School, PRESIDENT RAZEL YUMANG - St. Christopher Catholic School, PRESIDENT KEISHA DE LA PENA - St. Joseph Catholic School, and PRESIDENT KELSEA CERZA - St. Elizabeth Ann Seaton Catholic School.

(9:28 - 9:34)

1-673

RECOGNITION OF EMILY WONDERER

MAYOR GOODMAN recognized EMILY WONDERER who passed away this year. She came from New York and became the first female lawyer in the State of Nevada in 1947, at a time when women attorneys were very rare. She did a lot to help civil rights, was counsel for the Nevada Branch of the Nevada Association for the Advancement of Colored People, and worked closely with the ACLU.

(9:37 - 9:38)

1-1005

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to bring forward and STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

MINUTES:

COUNCILMAN REESE stated that a request was made to pull Item 58 forward.

(9:34 - 9:37)

1-913

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 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 January 5, 2005 and the Special City Council Meeting of November 1, 2004

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.

(9:38)

1-1045

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005**DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: SCOTT D. ADAMS**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of the Assignment of Landscaping Covenants and Agreement Regarding Parkway Center Landscaping Obligations between City Parkway V (CP) and Union Pacific Railroad Company (UPRR) (Augmentation required of \$155,000 - City Parkway V) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$155,000.00
☐ Budget Funds Available	Dept./Division:	OBD/Economic Div.
☒ Augmentation Required	Funding Source:	City Parkway V

PURPOSE/BACKGROUND:

UPRR has installed and maintained the irrigation equipment and landscaping on the common landscaped areas in Parkway Center. Due to the sales of its UP properties and UPRR having less of an ownership interest in the entire Parkway Center, UPRR desires that CP assume the maintenance of the irrigation equipment and landscaping in the common landscaped areas of Parkway Center. The documents would assign the landscaping covenants with current Parkway Center owners and provide that future owners participate in the landscaping obligations by reimbursing CP for the maintenance costs. The annual cost will be \$155,000 per year indefinitely.

RECOMMENDATION:

The City approve CP entering into the Assignment of Landscape Covenants and Agreement Regarding Parkway Center Landscaping Obligations.

BACKUP DOCUMENTATION:

1. Assignment of Landscaping Covenants
2. Agreement Regarding Parkway Center Landscaping Obligations

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: **APPROVED** under separate action (see individual item)

Item 12: **STRICKEN** under separate action (see individual item)

Item 41: **ABEYANCE** to 4/6/2005 under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that he would be abstaining on Items 41 and 42 because they involve the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**. He also disclosed that he would be voting on Items 7 and 18, because, even though his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino related to its non-restrictive gaming license and is managing partner of the Third Street Promenade, he did not believe his brother-in-law's interests would be affected, and they have not discussed these items.

MINUTES:

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES - Continued:

COUNCILMAN WOLFSON reported that the Real Estate Committee met to review all the Real Estate Items on the Consent Agenda and joined with the recommendation of staff that each item be approved by the City Council.

COUNCILMAN BROWN requested Item 4 be brought forward for discussion.

(9:38 - 9:40)

1-1057

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

CITY PARKWAY V, INC.
ATTN: Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF LANDSCAPING COVENANTS

THIS ASSIGNMENT OF LANDSCAPING COVENANTS ("Assignment") is entered into this ____ day of _____, 2005, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), and CITY PARKWAY V, INC., a Nevada nonprofit corporation ("Assignee").

RECITALS:

A. Assignor and Simon/Chelsea Las Vegas Development, LLC, a Delaware limited liability company, entered into that certain Covenants Agreement dated June 17, 2002, recorded on June 20, 2002 as Instrument No. 02112 in the Official Records of Clark County, Nevada, which Covenants Agreement contains the following covenant:

"A. **LANDSCAPING COVENANT:** The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with the existing common landscaping and parkscape features (the monument sign, water feature and lighting) on certain portions of Parkway Center (the "Common Landscaping"). Owner agrees that UPRR or UPRR's designee may continue to maintain the Common Landscaping and to operate the irrigation equipment with respect to any and all portions of the Property upon which Common Landscaping is presently installed, and that Owner will reimburse UPRR or UPRR's designee for the cost thereof as to the Property and as to the Common Landscaping, based on the square footage of the Property relative to the square footage of property within lots in Parkway Center. Notwithstanding the foregoing, at such time as Buyer commences development of the Property, Buyer may remove all landscaping on the Property and shall have no further obligation to Seller respecting the maintenance and irrigation of such landscaping on the Property and this Agreement shall be deemed to be automatically terminated as to

such obligation."

B. Assignor and Furniture Mart Land Holdings I, LLC, a Nevada limited liability company, entered into that certain Covenants Agreement dated October 31, 2001, recorded on November 9, 2001 as Instrument No. 01529 in the Official Records of Clark County, Nevada, which Covenants Agreement contains the following covenant:

"B. LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with common landscaping and parkscape features (the monument signs, water features and related lighting) on certain portions of Parkway Center (collectively, the "Landscaped Area"). UPRR or UPRR's designee may continue to maintain such landscaping and to operate the irrigation equipment with respect to any and all portions of the Landscaped Area located within the Property upon which landscaping has not been installed and maintained by Owner, and Owner will reimburse UPRR or UPRR's designee for the cost thereof as to the Property or the portion thereof which has not been landscaped by Owner. As to the maintenance and irrigation of the common landscaping and parkscape features on certain portions of Parkway Center (which shall not include any landscaping installed by the developer of any lots within Parkway Center which replaces common landscaping), Owner will reimburse UPRR or UPRR's designee for the cost thereof based on the square footage of the Property relative to the square footage of property within lots in Parkway Center benefited by such common landscaping and parkscape features. If Owner transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage."

C. Assignor and Furniture Mart Land Holdings II, LLC, a Nevada limited liability company, entered into that certain Covenants Agreement dated September 26, 2003, recorded on September 26, 2003 as Instrument No. 02985 in the Official Records of Clark County, Nevada, which Covenants Agreement contains the following covenant:

"B. LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with common landscaping and parkscape features (the monument signs, water features and related lighting) on certain portions of Parkway Center (collectively, the "Landscaped Area"). UPRR or UPRR's designee may continue to maintain such landscaping and to operate the irrigation equipment with respect to any and all portions of the Landscaped Area located within the Property upon which landscaping has not been installed and maintained by Owner, and Owner will reimburse UPRR or UPRR's designee for the cost thereof as to the Property or the portion thereof which has not been landscaped by Owner. As to the maintenance and irrigation of the common landscaping and parkscape features on certain portions of Parkway Center (which shall not include any landscaping installed by the developer of any lots within Parkway Center which replaces common landscaping), Owner will reimburse UPRR or UPRR's designee for the cost thereof based on the square footage of the Property relative to the square footage of property within lots in Parkway Center benefited by such common landscaping and parkscape features. If Owner transfers any portion of the Property, the

transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage."

D. Assignor and WMC III Associates, LLC, a Delaware limited liability company, entered into that certain Covenants Agreement dated September 24, 2004, recorded on September 24, 2004 as Instrument No. 20040924-0004665 in the Official Records of Clark County, Nevada, which Covenants Agreement contains the following covenant:

"B. LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with common landscaping and parkscape features (the monument signs, water features and related lighting) on certain portions of Parkway Center (collectively, the "Landscaped Area"). UPRR or UPRR's designee may continue to maintain such landscaping and to operate the irrigation equipment with respect to any and all portions of the Landscaped Area located within the Property upon which landscaping has not been installed and maintained by Owner, and Owner will reimburse UPRR or UPRR's designee for the cost thereof as to the Property or the portion thereof which has not been landscaped by Owner. As to the maintenance and irrigation of the common landscaping and parkscape features on certain portions of Parkway Center (which shall not include any landscaping installed by the developer of any lots within Parkway Center which replaces common landscaping), Owner will reimburse UPRR or UPRR's designee for the cost thereof based on the square footage of the Property relative to the square footage of property within lots in Parkway Center benefited by such common landscaping and parkscape features. If Owner transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage."

E. Assignor and City Parkway IV A, Inc., a nonprofit corporation and political subdivision of the State of Nevada, entered into that certain Covenants Agreement dated June 14, 2001, recorded on June 14, 2001 as Instrument No. 00137 in the Official Records of Clark County, Nevada, which Covenants Agreement contains the following covenant:

"B. LANDSCAPING COVENANT: The landscaping now on the Lot 4 Property was installed and is irrigated and otherwise maintained in common with common landscaping and parkscape features (the monument sign, water feature and lighting) on certain portions of Parkway Center. Owner agrees that UPRR or UPRR's designee may continue to maintain such landscaping and to operate the irrigation equipment with respect to any and all portions of the Lot 4 Property upon which landscaping is not hereafter installed in connection with the development thereof, and that Owner will reimburse UPRR or UPRR's designee for the cost thereof as to the Lot 4 Property or the portion thereof which has not been developed and landscaped, and as to common landscaping and parkscape features on certain portions of Parkway Center, based on the square footage of the Lot 4 Property relative to the square footage of property within lots in Parkway Center benefited by such common landscaping and parkscape features. If Owner transfers any portion of the Lot 4 Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Lot 4 Property based on square footage."

F. By Grant, Bargain and Sale Deed dated November 12, 1996 and recorded on November 18, 1996 in Book 961118 as Instrument No. 00284 in the Official Records of Clark County, Nevada, Assignor conveyed certain property to Nevada Stadium Partners Limited Partnership, a Delaware limited partnership, which deed contains the following covenant:

"LANDSCAPING COVENANT:

The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with landscaping on the remainder of Grantor's Parkway Center ownership. Until such time as all of the Property is developed and landscaping in connection therewith is installed, Grantee agrees that Grantor may continue to maintain such landscaping and to operate the irrigation equipment, and that Grantee shall reimburse Grantor for the reasonable cost thereof as to the Property or the portion thereof which has not been developed and landscaped. Thereafter, Grantee may eliminate such irrigation facilities, provided that it does so at its sole cost and expense and in a manner that allows the remaining irrigation equipment to remain operational. If Grantee transfers any portion of the Property, the transferee will be responsible only for the share of such costs attributable to its portion of the Property based on square footage."

G. Assignor and Sandhurst Development, LLC, a Nevada limited liability company, entered into that certain Covenants Agreement dated July 30, 2004, recorded on July 30, 2004 as Instrument No. 20040730-0000732 in the Official Records of Clark County, Nevada, which Covenants Agreement contains the following covenant:

"B. LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with common landscaping and parkscape features (the monument sign, water feature and lighting) on certain portions of Parkway Center. Owner agrees that UPRR or UPRR's designee may continue to maintain such existing landscaping (or replacements thereof) and to operate such irrigation equipment on the Property (except for any portions of the Property upon which landscaping is installed by Owner in connection with the development thereof) and that Owner will reimburse UPRR or UPRR's designee for a portion of cost thereof (and of the cost of maintaining the existing common landscaping and parkscape features (or replacements of such landscaping or parkscape features) on other portions of Parkway Center, based on the square footage of the Property relative to the square footage of property within lots in Parkway Center benefited by such existing common landscaping and parkscape features."

H. The landscaping covenants recited above in Paragraphs A, B, C, D, E, F and G shall hereafter collectively be referred to as the "Landscaping Covenants".

I. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Landscaping Covenants, and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing facts and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

ARTICLE I.
ASSIGNMENT AND ASSUMPTION

1.1 **Assignment.** Assignor assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Landscaping Covenants. This Assignment applies to the Landscaping Covenants, only, and, except with respect to the Landscaping Covenants, Assignor retains all of its right, title and interest under the Covenants Agreements and Deed referred to in the Recitals.

1.2 **Acceptance.** Assignee accepts the foregoing assignment and assumes any and all duties and obligations of Assignor arising under the Landscaping Covenants.

ARTICLE II.
MISCELLANEOUS

2.1 **Attorney's Fees.** In the event of any litigation arising out of the subject matter of this Assignment, the prevailing party shall be entitled to recover all costs and expenses, including court fees and reasonable attorney's fees, incurred by the prevailing party in connection with any such litigation.

2.2 **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, assigns and successors in interest.

2.3 **Counterparts.** This Assignment may be executed in several counterpart originals, each of which shall be deemed an original of this document for all purposes, and all of which when taken together shall be considered one and the same agreement.

2.4 **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Landscaping Covenants as of the day and year first above written.

Assignor:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____

Title: _____

Assignee:

CITY PARKWAY V, INC., a Nevada nonprofit
corporation

By: _____

Douglas Selby

Title: President

Attest:

Steve Houchens, Secretary

Approved as to form:

J. Pomicino 3/4/05
Date

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 2005, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____, 2005, before me, a Notary Public in and for said County and State, personally appeared Douglas Selby, President of CITY PARKWAY V, INC., a municipal corporation of the State of Nevada, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

**AGREEMENT REGARDING
PARKWAY CENTER LANDSCAPING OBLIGATIONS**

THIS AGREEMENT REGARDING PARKWAY CENTER LANDSCAPING OBLIGATIONS is made and entered into this _____ day of _____, 2005 between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRR"), and CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CP").

RECITALS:

A. UPRR is the owner of Lots 7B, 8, 9 and 10 ("UP Properties") in Parkway Center, a commercial subdivision in the City of Las Vegas, as shown by Map thereof recorded on August 13, 1992 in Book 53 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada ("Parkway Center"); and

B. UPRR has installed and to date maintained certain irrigation equipment and landscaping on the UP Properties and certain other areas in Parkway Center as described in **Exhibit A** attached hereto and by reference made a part of this Agreement (collectively, the "Common Landscaped Areas"); and

C. UPRR desires that the CP assume the maintenance of the irrigation equipment and landscaping in the Common Landscaped Areas; and

D. CP is agreeable to assuming such maintenance.

NOW, THEREFORE, UPRR and CP agree as follows:

1. Common Landscaped Areas. CP agrees that CP, at no expense to UPRR except as provided in Section 2 below, shall maintain in good condition all irrigation equipment and landscaping in the Common Landscaped Areas, including, without limitation, the repair and, if necessary, replacement of irrigation equipment, and replacement of landscaping materials, plants and trees.

2. UPRR Cost Reimbursement. UPRR agrees that so long as UPRR owns the UP Properties, UPRR shall reimburse the CP for the reasonably documented cost to CP of maintaining the irrigation equipment and landscaping on the UP Properties.

3. Transfer of UP Properties. UPRR agrees that if UPRR sells fee title to any portion of the UP Properties, that it shall require the buyers at the closing of such sale to execute, acknowledge and record a Landscaping Covenant Agreement in the form attached hereto as **Exhibit B** and by reference made a part hereof.

4. Assignment of Landscaping Covenants. UPRR agrees, upon closing of a sale as referenced in Paragraph 3 above, to assign to CP all of UPRR's right, title and interest in and to

the Landscaping Covenant by Assignment in the form attached hereto as **Exhibit C** and by reference made a part hereof.

5. Amendment. This Agreement may be amended or modified only by written instrument executed by the parties hereto.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Title: _____

CITY PARKWAY V, INC., a Nevada nonprofit
corporation

By: _____
Douglas Selby
Title: President

Attest:

Steve Houchens, Secretary

Approved as to form:

J. P. Hall 3/4/05
Date

EXHIBIT A

**LOCATION OF IRRIGATION EQUIPMENT
AND LANDSCAPING IN PARKWAY CENTER**

THAT CERTAIN LANDSCAPE AND IRRIGATION EQUIPMENT WITHIN PARKWAY CENTER, A COMMERCIAL SUBDIVISION IN THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF RECORDED ON AUGUST 13, 1992 IN BOOK 53 OF PLATS, PAGE 61, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND MORE SPECIFICALLY DEPICTED ON THE LANDSCAPE, IRRIGATION, HARDSCAPE & LANDSCAPE LIGHTING CONSTRUCTION DOCUMENTS PREPARED BY BWA LANDSCAPE ARCHITECTURE STAMPED "AS BUILT PLANS" DATED DECEMBER 30, 1997 ON FILE IN THE CITY ENGINEERS OFFICE, FOR LANDSCAPE AND IRRIGATION IMPROVEMENTS PREPARED FOR PARKWAY CENTER.

EXHIBIT B

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Union Pacific Railroad Company
Attn: Christine M. Smith, Esq.
1400 Douglas Street, Mail Stop 1580
Omaha, Nebraska 68179

(Space above for Recorder's use only).

COVENANTS AGREEMENT

THIS COVENANTS AGREEMENT is made as of the ____ day of _____, 200__ ("Execution Date"), by and between _____, a _____ ("Owner"), the owner of record of certain property in Las Vegas, Clark County, Nevada, described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"), and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRR"), with reference to the following facts:

A. By Grant, Bargain and Sale Deed dated _____, 200__ and recorded on _____, 200__ as Instrument No. _____ in the Official Records of Clark County, Nevada, UPRR conveyed to Owner the Property described in **Exhibit A**. Owner is the current owner and holder of fee title to the Property.

B. The Property is adjacent to or in proximity of other property owned by UPRR. The Property and a portion of UPRR's adjacent property comprise a portion of Parkway Center, a commercial subdivision, as shown by Map thereof recorded on August 13, 1992 in Book 53 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada.

DECLARATION OF RESTRICTIONS AND AGREEMENTS

1. Restrictions. For good and valuable consideration, receipt of which is hereby acknowledged, Owner hereby agrees and declares as follows:

LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with common landscaping and parkscape features (the monument sign, water feature and lighting) on certain portions of Parkway Center. Owner agrees that UPRR or UPRR's designee may continue to maintain such existing landscaping (or replacements thereof) and to operate such irrigation equipment on the Property (except for any portions of the Property upon which landscaping is installed by Owner in connection with the development thereof) and that Owner will reimburse UPRR or UPRR's designee for a portion of cost thereof (and of the cost of maintaining the existing common landscaping and parkscape features (or

replacements of such landscaping or parkscape features) on other portions of Parkway Center, based on the square footage of the Property relative to the square footage of property within lots in Parkway Center benefited by such existing common landscaping and parkscape features.

2. Enforcement.

(a) In the event of any breach or violation of any of the provisions of this Covenants Agreement, and the failure of Owner, its successors or assigns, to cure the breach within thirty (30) days after notice of the breach is given Owner, its successors or assigns, UPRR will have the right to enforce any or all of the following remedies, all of which will be cumulative and non-exclusive:

- (i) Bring an action for damages before any court of competent jurisdiction;
- (ii) Bring an action at law or in equity for specific performance to enforce compliance herewith or an injunction to enjoin the continuance of any breach, violation or failure hereunder; and
- (iii) Pursue such other remedies as may be available at law or in equity.

(b) No violation or breach of this Covenants Agreement will defeat or render invalid or in any way impair the lien or charge of any bona fide mortgage or deed of trust recorded against the Property; provided, however, subject to Section 3, any subsequent owner of the Property will be bound by this Covenants Agreement, whether such owner's title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

(c) No waiver by UPRR of a breach of this Covenants Agreement and no delay or failure to enforce any of the same will be construed or held to be a waiver of any succeeding or preceding breach of the same.

3. General Provisions.

(a) This Covenants Agreement will run with the Property in perpetuity and will be binding upon and will benefit all present and future owners and occupants of the Property; provided, however, that owners and occupants will have liability under Section 1 of this Covenants Agreement only for violations of Section 1 of this Covenants Agreement occurring during their period of ownership or occupancy, as applicable.

(b) In the event that suit is brought for the enforcement of this Covenants Agreement or as a result of any alleged breach thereof, the successful litigant or litigants in such suit will be entitled to be paid reasonable attorneys' fees by the losing litigant or litigants, and any judgment or decree rendered will include an award thereof.

(c) This Covenants Agreement may be amended only by a recordable instrument executed by the then-owner of the Property and UPRR.

IN WITNESS WHEREOF, Owner and UPRR have executed this Covenants Agreement
as of the date first above written.

OWNER:

_____,
a _____

By: _____
Title: _____

UPRR:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 200_, before me, a Notary Public in and for said County and State, personally appeared _____, _____ UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____, 200__, before me, a Notary Public in and for said County
and State, personally appeared _____,
 of _____, a
_____, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument, and acknowledged
to me that he/she executed the same in his/her authorized capacity, and that by his/her signature
on the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

CITY PARKWAY V, INC.
ATTN: Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF LANDSCAPING COVENANTS

THIS ASSIGNMENT OF LANDSCAPING COVENANTS ("Assignment") is entered into this ____ day of _____, 200_, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), and CITY PARKWAY V, INC., a Nevada nonprofit corporation ("Assignee").

RECITALS:

A. Assignor and _____, a _____, entered into that certain Covenants Agreement dated _____, 200_, recorded on _____, 200_ as Instrument No. _____ in the Official Records of Clark County, Nevada, which Covenants Agreement contains the following covenant:

"LANDSCAPING COVENANT: The landscaping now on the Property was installed and is irrigated and otherwise maintained in common with the existing common landscaping and parkscape features (the monument sign, water feature and lighting) on certain portions of Parkway Center (the "Common Landscaping"). Owner agrees that UPRR or UPRR's designee may continue to maintain the Common Landscaping and to operate the irrigation equipment with respect to any and all portions of the Property upon which Common Landscaping is presently installed, and that Owner will reimburse UPRR or UPRR's designee for the cost thereof as to the Property and as to the Common Landscaping, based on the square footage of the Property relative to the square footage of property within lots in Parkway Center. Notwithstanding the foregoing, at such time as Buyer commences development of the Property, Buyer may remove all landscaping on the Property and shall have no further obligation to Seller respecting the maintenance and irrigation of such landscaping on the Property and this Agreement shall be deemed to be automatically terminated as to such obligation."

B. The landscaping covenant recited above in Paragraph A shall hereafter be referred to as the "Landscaping Covenant".

C. Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Landscaping Covenant, and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing facts and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

ARTICLE I.
ASSIGNMENT AND ASSUMPTION

1.1 **Assignment.** Assignor assigns, transfers, conveys and sets over to Assignee all of Assignor's right, title and interest in and to the Landscaping Covenant. This Assignment applies to the Landscaping Covenant, only, and, except with respect to the Landscaping Covenant, Assignor retains all of its right, title and interest under the Covenants Agreement referred to in the Recitals.

1.2 **Acceptance.** Assignee accepts the foregoing assignment and assumes any and all duties and obligations of Assignor arising under the Landscaping Covenant.

ARTICLE II.
MISCELLANEOUS

2.1 **Attorney's Fees.** In the event of any litigation arising out of the subject matter of this Assignment, the prevailing party shall be entitled to recover all costs and expenses, including court fees and reasonable attorney's fees, incurred by the prevailing party in connection with any such litigation.

2.2 **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, assigns and successors in interest.

2.3 **Counterparts.** This Assignment may be executed in several counterpart originals, each of which shall be deemed an original of this document for all purposes, and all of which when taken together shall be considered one and the same agreement.

2.4 **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Landscaping Covenants as of the day and year first above written.

Assignor:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Title: _____

Assignee:

CITY PARKWAY V, INC., a Nevada nonprofit
corporation

By: _____
Douglas Selby
Title: President

Attest:

Steve Houchens, Secretary

Approved as to form:

Date

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 200__, before me, a Notary Public in and for said County and State, personally appeared _____ of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On _____, 200__, before me, a Notary Public in and for said County and State, personally appeared Douglas Selby, President of CITY PARKWAY V, INC., a Nevada nonprofit corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

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

Approval of an Access and Maintenance Agreement with the Sun City Summerlin Community Association, Inc., (SCSCA) whereby the city will install fencing and a gate which will allow for improved emergency vehicle response and SCSCA will maintain the area after construction (\$50,041 - Capital Project Funds) - Ward 4 (Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$50,041.00
☐	Budget Funds Available	Dept./Division:	Field Operations/Admin
☒	Augmentation Required	Funding Source:	Capital Project Funds

PURPOSE/BACKGROUND:

The Sun City Summerlin Community is bounded on the north by the Cheyenne Channel, and as such there is currently no access across the north boundary. With the construction of Fire Station 45, emergency response times could be improved if direct access was available from Cheyenne Avenue. The original development plans provided for this contingency, and a bridge for emergency access was constructed as part of the off-site improvements. The proposed agreement will provide for the access, construction and maintenance conditions necessary to allow utilization of the bridge.

RECOMMENDATION:

That City Council approve the Access and Maintenance Agreement with the SCSCA in the amount of \$50,041.

BACKUP DOCUMENTATION:

Access and Maintenance Agreement

MOTION:

BROWN - APPROVED as recommended - UNANIMOUS

MINUTES:

LARRY HAUGSNESS, Director, Field Operations, mentioned that his staff member JERRY WALKER has been working with COUNCILMAN BROWN on this matter for about a year and has done a great job in bringing it to fruition.

CHIEF DAVID WASHINGTON, Las Vegas Fire and Rescue, indicated that a few weeks ago, before the emergency gate was installed, there was an incident where it took the fire department longer to respond because the gate was locked. Installation of the gate will save lives.

COUNCILMAN BROWN interjected that Sun City has two accesses to the community, one off of Lake Mead and another off of Rampart, but there was no access to the west or north of the community. DEPUTY CHIEF GAMMON, Las Vegas Fire and Rescue, indicated that three years ago, when Fire Station #45 was erected, the Fire Department encountered that, even though it was within three blocks, there was no access into Sun City. The computer would automatically dispatch personnel from Fire Stations 7 and 42, even though these stations were located farther away. With the emergency gate, personnel from Station 45 will be able access Sun City, which cuts the response time by up to three to four minutes. This is very important, because, in 2003, Fire and Rescue responded to 1,519 calls inside

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES - Continued:

Sun City, with 1,100 involving medical aid.

MAYOR GOODMAN added that about 85% of what Fire and Rescue personnel do is to respond to medical emergencies. CHIEF GAMMON commented that the goal is to respond to medical calls as soon as possible, because brain damage occurs between four to six minutes.

COUNCILMAN BROWN asked Sun City Board members DAVID STEINMAN, also a Planning Commission member, and FRANK BEERS to stand to be recognized.

(9:40 - 9:47)

1-1134

ACCESS AND MAINTENANCE AGREEMENT

This Agreement, made and entered into the 16th day of March, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the state of Nevada, hereinafter called the CITY, and the Sun City Summerlin Community Association, Inc., hereinafter called the SCSCAI, an organization representing the common interest community defined by the boundaries of the Sun City Summerlin Development, hereinafter called the COMMUNITY.

WITNESSETH:

WHEREAS, Cheyenne Drainage Channel is at the northern boundary of the COMMUNITY, and as such emergency and public vehicular traffic cannot currently access the COMMUNITY directly from Cheyenne Avenue; and

WHEREAS, due to significant development in this area of town along with construction of new Fire Stations, sections of the COMMUNITY would have improved emergency response times should emergency vehicles have access into the COMMUNITY from Cheyenne Avenue; and

WHEREAS, the original development plans for the COMMUNITY provided for potential emergency vehicle access from Cheyenne, utilizing a bridge over the channel, said bridge being on the south side of the Cheyenne and Grand Canyon Drive intersection (see Attachment 1); and

WHEREAS, both parties desire to facilitate emergency vehicle access while continuing to deny public vehicle access; and

WHEREAS, additional construction activities will be required prior to utilization of the bridge under those mutually desired conditions, said activities being needed to secure the channel and the COMMUNITY from public access and to modify the Cheyenne and Grand Canyon intersection to allow access to the bridge; and

WHEREAS, the proposed construction activities will result in new issues of funding, maintenance and security;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CONSTRUCTION MODIFICATIONS

1. Currently, the intersection of Cheyenne and Grand Canyon is constructed in a "high-T" configuration. The intersection is signalized, but Grand Canyon does not continue south of the intersection, and the Cheyenne outside eastbound lane has continuous through access, as it is segregated from Grand Canyon traffic by the placement of curbing on the north side of the lane. The high-T configuration will be eliminated by the removal of the lane curbing, posting of necessary signage, and reconfiguration of the traffic signal operation.

2. Currently, access to the channel is limited by masonry block walls located along the northern and southern boundaries. At the bridge ingress/egress points, gates are located within the wall line. Both gates will be removed, and since both are in poor condition will be discarded. Barrier rails are located at the edges of the bridge, and will be left in place for safety concerns. To restrict intentional public access into the channel and the COMMUNITY, wrought iron fencing will be constructed from the north block wall along the edges of the bridge, then through and 10' past the existing opening of the south block wall. A wrought iron gate will be installed at the southern end of the fencing.

3. To minimize unintentional vehicle access into the bridge area, impact recovery delineator poles will be installed at the driveway approach on Cheyenne.

4. Three sketches of the planned Construction Modifications are included as Attachment 2 (the "Construction Modifications"). The CITY will take all necessary actions to make the Construction Modifications in accordance with the sketches. The CITY reserves the right to make field adjustments to details shown on the sketches.

5. Upon execution of the agreement, the CITY will solicit bids for the provision and installation of automated gate operators to open and close the wrought iron gate. The intent is for the operators to be electrically powered with battery backup and remote activation based upon emergency vehicle radio frequency. If installed, the system hardware will be located south of the gate, within the COMMUNITY common element. Installation of an automated system is at the full discretion of the CITY and will be contingent upon adequate funding and resolution of any technical issues. Electrical power service will be provided for by SCSCAI, unless agreed upon otherwise.

6. The cost estimate for the Construction Modifications is included as Attachment 3. The CITY will absorb all costs as shown on the estimate, and in accordance with the sketches. If SCSCAI requests additional modifications, CITY concurrence will be required and SCSCAI will be responsible for all associated costs. Upon completion of Construction Modifications, the CITY shall provide an accounting of actual costs to the SCSCAI.

7. By execution of this Agreement, SCSCAI grants CITY rights of access and modification to SCSCAI property, until such time that CITY completes construction modifications. The CITY will repair any damages caused by CITY activities; however, both parties hereby recognize the north block wall is already damaged at the existing gate area.

ARTICLE II - MAINTENANCE CONSIDERATIONS

1. The masonry block walls along the channel, along with the landscape areas on the north side of the north block wall, have been and continue to be the maintenance responsibility of SCSCAI. Maintenance of the sidewalk adjacent to the landscape areas shall be in accordance with City Municipal Code Requirements.

2. The channel and the bridge have been and continue to be the maintenance responsibility of the CITY. The CITY also accepts maintenance responsibility for the bridge driveway approach, which lies within the landscape area, including the impact recovery delineator poles. The SCSCAI hereby grants any necessary property access for said maintenance.

3. The CITY agrees to maintain the wrought iron fence from the north end up to the boundary of the south wall. The type and level of fence maintenance will be at the sole discretion of the CITY, and the SCSCAI hereby grants any necessary property access for said maintenance.

4. Both parties recognize that the gate and the section of wrought iron fence to be constructed south of the south block wall, along with the paved road currently existing south of the south block wall, are within a common lot owned and maintained by SCSCAI. As such SCSCAI hereby accepts maintenance responsibility for the gate and that section of the fence. The type and level of that maintenance will be at the sole discretion of the SCSCAI, and the CITY hereby grants any necessary property access for said maintenance.

5. Should the automated gate operating system be installed, the CITY shall notify the SCSCAI regarding acceptance of an operational system from the vendor. Upon that notification and upon demonstration of a fully operational system for a 30-day period thereafter, ownership of the system shall transfer to the SCSCAI, which shall then have all maintenance and repair obligations for the system.

ARTICLE III - SECURITY AND ACCESS

1. In order to restrict public access into the Cheyenne channel and the COMMUNITY, the CITY has designed a fence installation with substantial strength and with components designed to impede pedestrian access. The SCSCAI hereby accepts that CITY will be unable to make any further impediments or security considerations with respect to this location.

2. The SCSCAI hereby grants ingress access to the COMMUNITY at the gate, and through the common lot, for all CITY emergency vehicles, with the only restriction being that said vehicles must be engaged in the process of responding to an emergency situation located within the COMMUNITY at time of access. CITY emergency vehicles will exit the COMMUNITY on public roadways. Both parties hereby explicitly disallow all other types of access and/or uses.

3. If an automated gate operating system is not installed, operators of CITY emergency vehicles will be directed to secure the gate immediately following entrance, but SCSCAI will not hold CITY responsible for occasions when gate is left open, and will secure the gate upon those occasions. The CITY will install a lock on the gate, and will provide the SCSCAI a key and/or combination as applicable.

4. If an automated gate operating system is installed, SCSCAI is responsible for operation of that system, including remote activation by emergency vehicle radio frequency and subsequent gate closure.

5. CITY and SCSCAI shall work together to post and enforce no parking zones as necessary to allow clear emergency vehicle access through the common lot area.

6. Neither party shall assign or transfer any right or obligation covered by this agreement. Both parties hereby explicitly disallow all other types of access and/or uses other than those listed above, with the exception that SCSCAI may choose to extend this access allowance to the Metropolitan Police Department.

ARTICLE IV - TERM AND TERMINATION

1. This Agreement shall begin on the date listed above and shall last until such time as either party may choose to terminate in accordance with the following clauses.
2. Either party may terminate this Agreement at any time by providing 7-days written notice.
3. In the event of termination the maintenance obligations listed in Article III remain in effect.
4. Should the SCSCAI choose to terminate this Agreement prior to 3-years from the date of execution, SCSCAI shall be responsible for reimbursement to the CITY for actual expenditures, with the condition that the maximum reimbursable value shall be limited to the total amount shown in Attachment 3.
5. The party choosing to exercise the termination option will be responsible for installing a gate at the north block wall entrance, with construction in general accordance with type specified by the sketch for the south gate. SCSCAI will be responsible for any subsequent maintenance.
6. The CITY may immediately and indefinitely suspend access at this location if justified by safety considerations. CITY shall provide written notice of such suspension within 48-hours of implementation.

ARTICLE V - INDEMNIFICATION

1. SCSCAI shall protect, indemnify and hold the CITY, its officers, employees and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorneys fees, expert witness fees, and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of the acts or omissions of SCSCAI, its subcontractors, agents, or their employees, in performing this Agreement, and from any Claims against Indemnities made by SCSCAI or any members of SCSCAI or residents of the Community, as a result of this Agreement or the City's performance or non-performance hereof, or as a result of the Construction Modifications.

ARTICLE VI - NOTICES

1. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below. CITY and SCSCAI are responsible for timely notification to the other for address and title updates:

FOR CITY:

City of Las Vegas
Director, Department of Fire and Rescue
500 N. Casino Center Boulevard
Las Vegas, Nevada 89101
(702) 229-0300
Fax (702) 384-1667

With additional copies to:

City of Las Vegas
City Traffic Engineer
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
(702) 229-6327
Fax (702) 366-0032

City of Las Vegas
City Attorney
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101
(702) 229-6201
Fax (702) 386-1749

FOR SCSCAI:

Ron L. Winkel, Executive Director
Sun City Summerlin Community Association, Inc.
9107 Del Webb Boulevard
Las Vegas, Nevada 89134-8567
(702) 966-1408
Fax (702) 363-7752

ARTICLE VII - AGREEMENT CONDITIONS

1. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.
2. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the in accordance with the requirements set forth herein.
3. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third part beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE VIII - COUNTERPARTS

1. This Agreement will be executed in two (2) counterparts, each of which shall be deemed to be an original. One original shall be filed with the Office of the City Clerk, and the other original shall be delivered to SCSCAI upon execution.

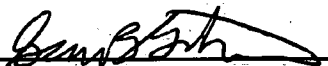
ARTICLE IX - MODIFICATIONS OR AMENDMENTS

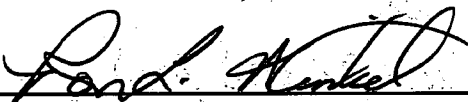
1. This Agreement shall not be modified or amended except by a written instrument executed by both parties.

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

City Of Las Vegas

Sun City Summerlin Community Association, Inc.

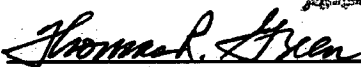

Oscar B. Goodman, Mayor

 7 March 2005
Ron L. Winkel, Executive Director

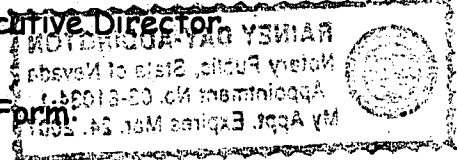
ATTEST:


Barbara Jo Ronemus, Clerk

Approved to as to Form:


City Attorney

3/4/05
Date



Attest: Ron L. Winkler
7 March 2005

Rainey Day-Addington

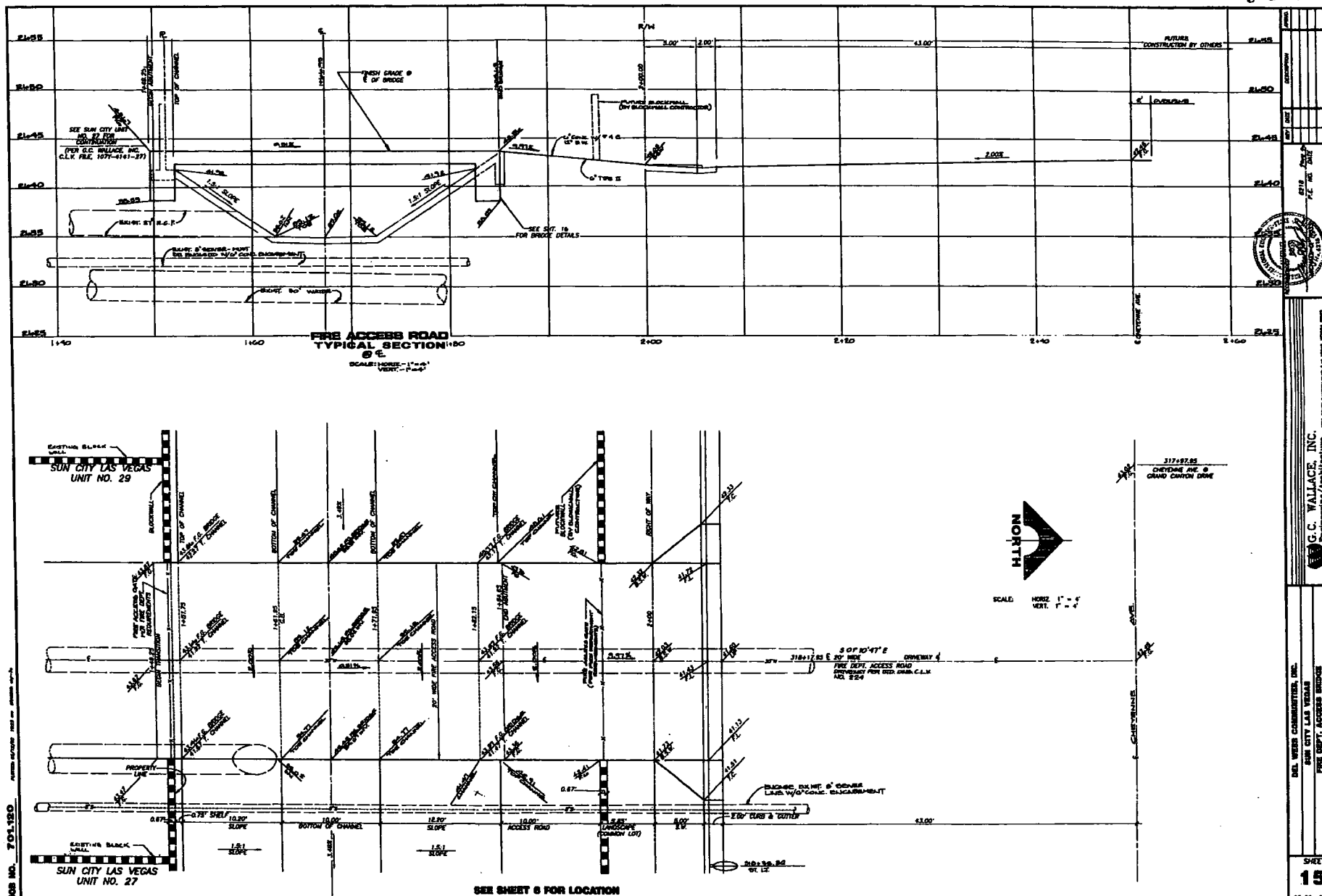


ATTACHMENT 1
CIVIL PLAN SHEETS FOR EMERGENCY ACCESS APPLICATION

[illegible]

107-V304

6-2-84



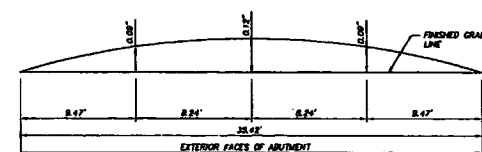


ACCESS ROAD BRIDGE PLAN
SCALE: 1" = 4'-0"



SECTION
SCALE: 1" = 4'-0"

1. DESIGN SPECIFICATIONS: ASHSTO "STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, 1981", REVISED THROUGH 1989, AND THE "STANDARD SPECIFICATIONS FOR SEASONAL EROSION, 1981".
2. CONTRACT SPECIFICATIONS: "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OF THE STATE OF NEVADA, EDITION 1984, METHOD 1884", EXCEPT AS NOTED BELOW AND FOR THE SPECIAL PROVISIONS FOR THIS CONTRACT.
3. LIVE LOAD: STANDARD HS20-44, NO OVERLOAD DESIGN SERVICE LOAD DESIGN METHOD USED.
4. SEISMIC LOAD: ACCELERATION COEFFICIENT 0.15% TYPE B SOL.
5. CONCRETE: ALL CONCRETE SHALL BE CLASS DA MODIFIED. IT SHALL BE 4,000 PSI AT 28 DAYS.
6. DIMENSIONS: STEEL: ALL REINFORCING STEEL SHALL BE ASHSTO A31 GRADE 60. DIMENSIONS RELATING TO BAR SPACING AND CENTER TO CENTER BEARING DIMENSIONS ARE FROM OUT TO OUT TOP OF THE BAR SIZES (20 TO 24) AND (6) ARE INDICATED BY THE FIRST NUMBER IN THE MARK. 12'S OR LARGER BY THE FIRST TWO NUMBERS. THE LENGTH OF THE BAR SIZES FOUR (4) AND FIVE (5), WHEN CONSIDERED AS BAR TO CENTER, TEMPERATURE SURFACE AND DISTRIBUTION STRESSES BY THE BRIDGE ENGINEER, MAY BE ADJUSTED BY THE CONTRACTOR UPON CONCURRENCE AND APPROVAL OF THE BRIDGE ENGINEER.
7. FOUNDATIONS: FOOTINGS SHALL BE USED AT ABUTMENTS WITH A MAXIMUM ALLOWABLE BEARING PRESSURE OF 2.5 TONS PER SQ. FOOT. BEARING VALUES ARE BASED ON FOUNDATION REPORTS: GEOTECHNICAL INVESTIGATION, PROPOSED RESIDENTIAL COMMUNITY, NEAR CHENEY AND RANNEY BOULEVARD, LAS VEGAS, NEVADA; PROJECT ANV-148, SEPTEMBER 28, 1987, BY WESTERN TECHNOLOGIES, INC.
8. THE SURFACE FINISH: ALL EXPOSED CONCRETE SURFACES SHALL BE FINISH SURFACE FINISHED, EXCEPT TOP SURFACE OF DECK. THE COLOR OF THE FINE SURFACE FINISH SHALL CONFORM TO FEDERAL COLOR NO. 1770'S AS SHOWN IN TABLE 6 OF FEDERAL STANDARD NO. 565'S, EXCEPT IN AREAS NOT BELOW THE 1" x 1" INCH HOLES ON THE OUTSIDE FACES OF THE BRIDGE RAIL AND POSTERIOR RAIL, AND THE FRONT RAIL OF THE OVERLAPPING SHIELDING SHALL CONFORM TO 1700'S AS SHOWN IN TABLE 6 OF THE FEDERAL STANDARD NO. 565'S, ALL AREAS WHICH COME IN CONTACT WITH THE GROUND SHALL BE FINISH SURFACE FINISHED TO A POINT 1'-0" BELOW THE FINISHED GROUND LINE.
9. CONSTRUCTION TYPE CODE: N.D. AT. HS20
10. CONSTRUCTION CONTRACTOR: CONTRACTOR HAS OPTION OF POURING SUPERSTRUCTURE AND ABUTMENTS MONOLITHICALLY OR PLACING CONSTRUCTION JOINTS BETWEEN ABUTMENTS AND SLAB.
11. CAMER: SET CAMER AS FOLLOWS.



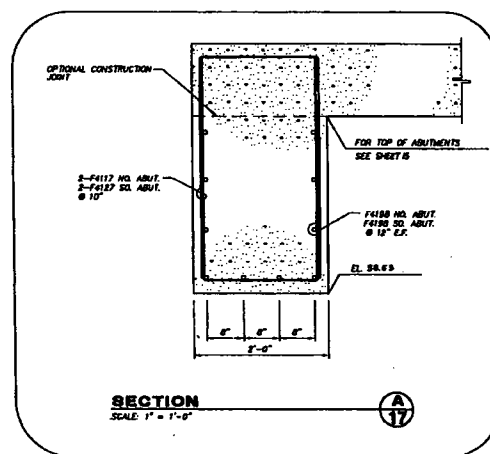
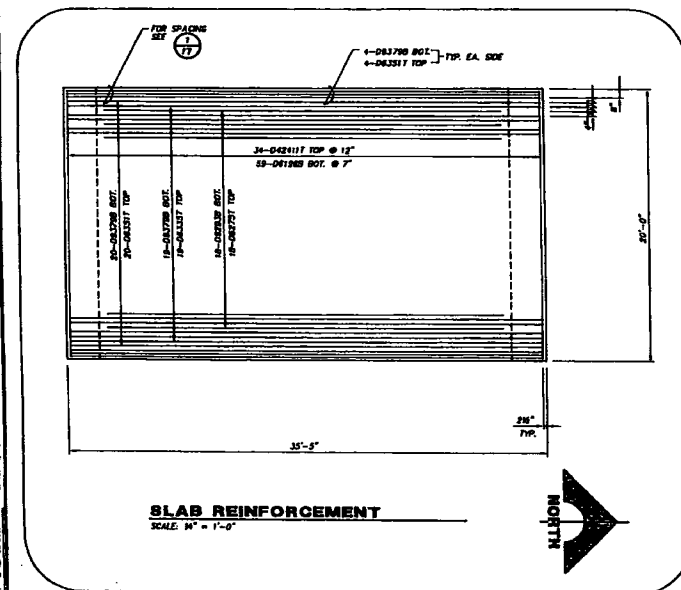
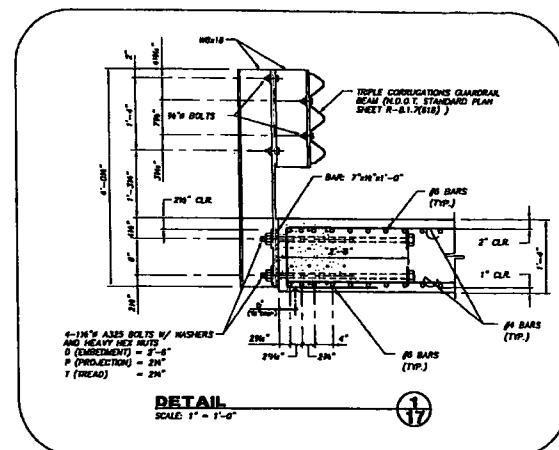
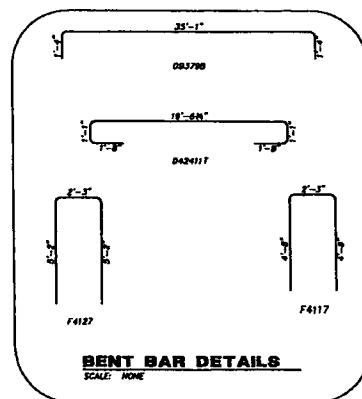
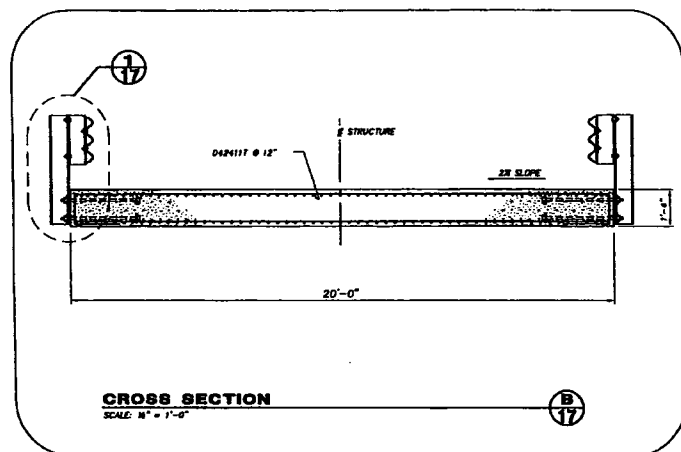
THE WATER COMMUNITY INC.

SUN CITY LAS VEGAS
FIRE DEPT. ACCESS BRIDGE
& GENERAL NOTES

SHEET
16

107-V2064

DATE	TIME	REMARKS	BY
10/17			
10/18			
10/19			
10/20			
10/21			
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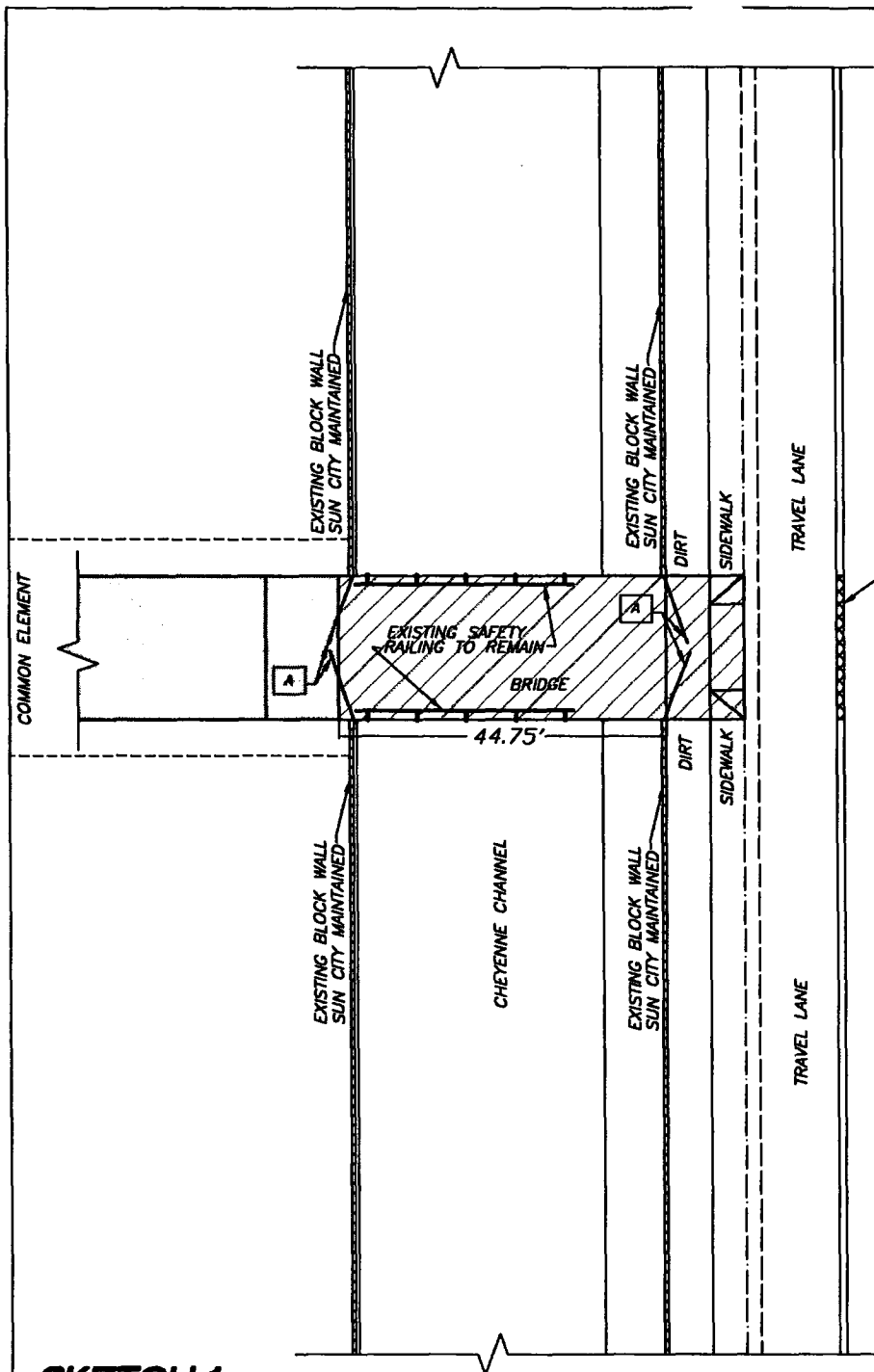
G.C. WALLACE, INC.
Engineering/Architecture

DEL WOOD COMMUNITIES, INC.
SUN CITY LAS VEGAS
FIRE DEPT.
CITY OF LAS VEGAS

SHEET
17
OF 20 SHEETS

107-V200

ATTACHMENT 2
CONSTRUCTION MODIFICATION SKETCHES



SKETCH 1
PLAN VIEW OF EXISTING CONDITIONS

EXISTING 1'X0.5'
CONCRETE CURB
TO BE REMOVED
TO ACCESS BRIDGE.

NOTE: MODIFICATIONS TO EXISTING
TRAFFIC DELINEATION AND
SIGNALIZATION TO BE DETERMINED
BY CLV TRAFFIC ENGINEERING
DEPARTMENT.

CHEYENNE AVE.

GRAND CANYON DR.

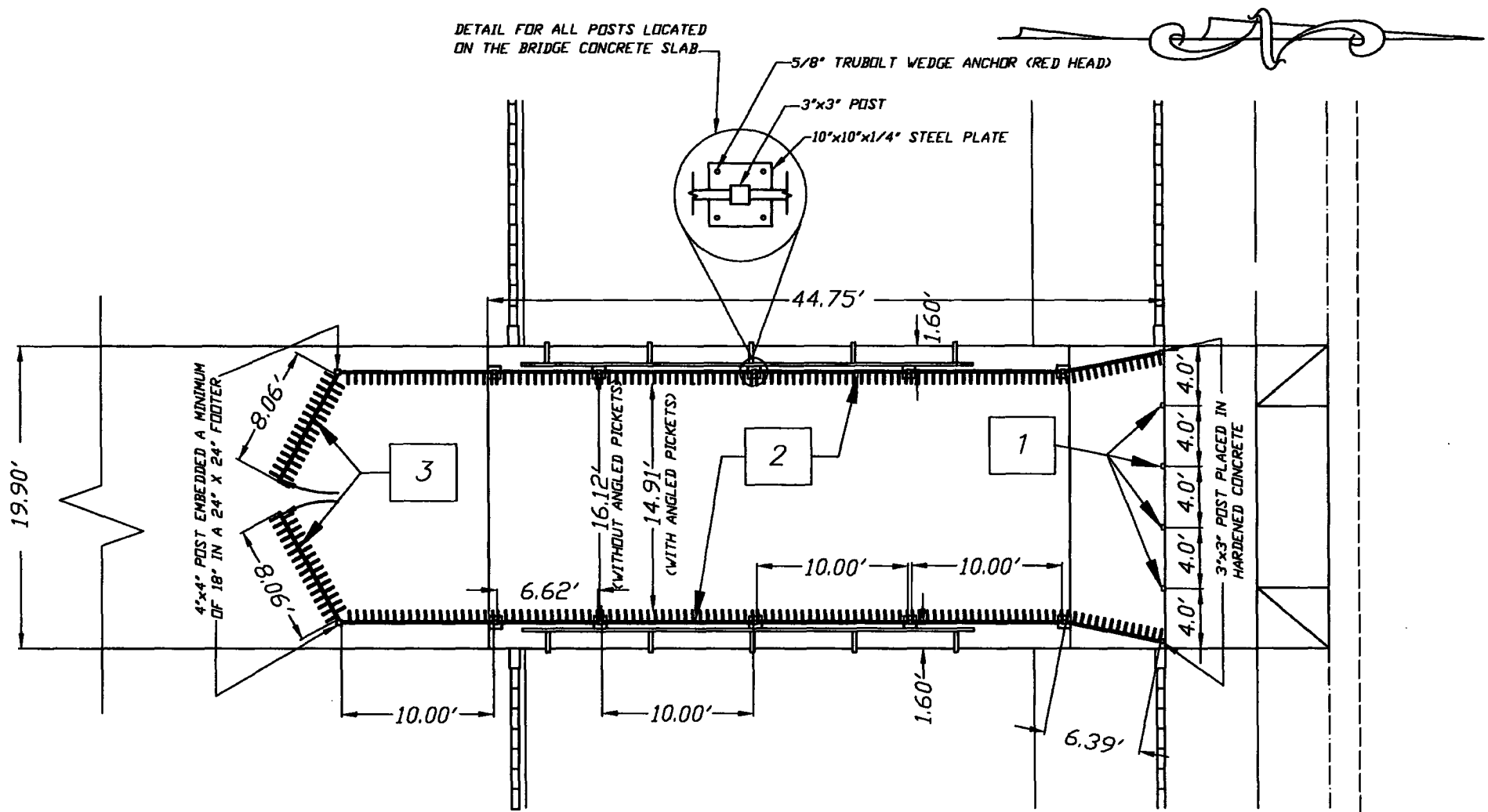
KEY NOTES

REMOVAL ITEMS:

- [A] REMOVE EXISTING GATE AND POSTS.

 EXISTING CONCRETE PAVEMENT & CONCRETE SLAB
 EXISTING ASPHALT PAVEMENT

N.T.S



KEY NOTES

CONSTRUCTION ITEMS:

- 1 INSTALL IMPACT RECOVERY SYSTEM DELINEATOR
- 2 INSTALL FENCE (SEE DETAIL 1)
- 3 INSTALL FENCE GATE (SEE DETAIL 2)

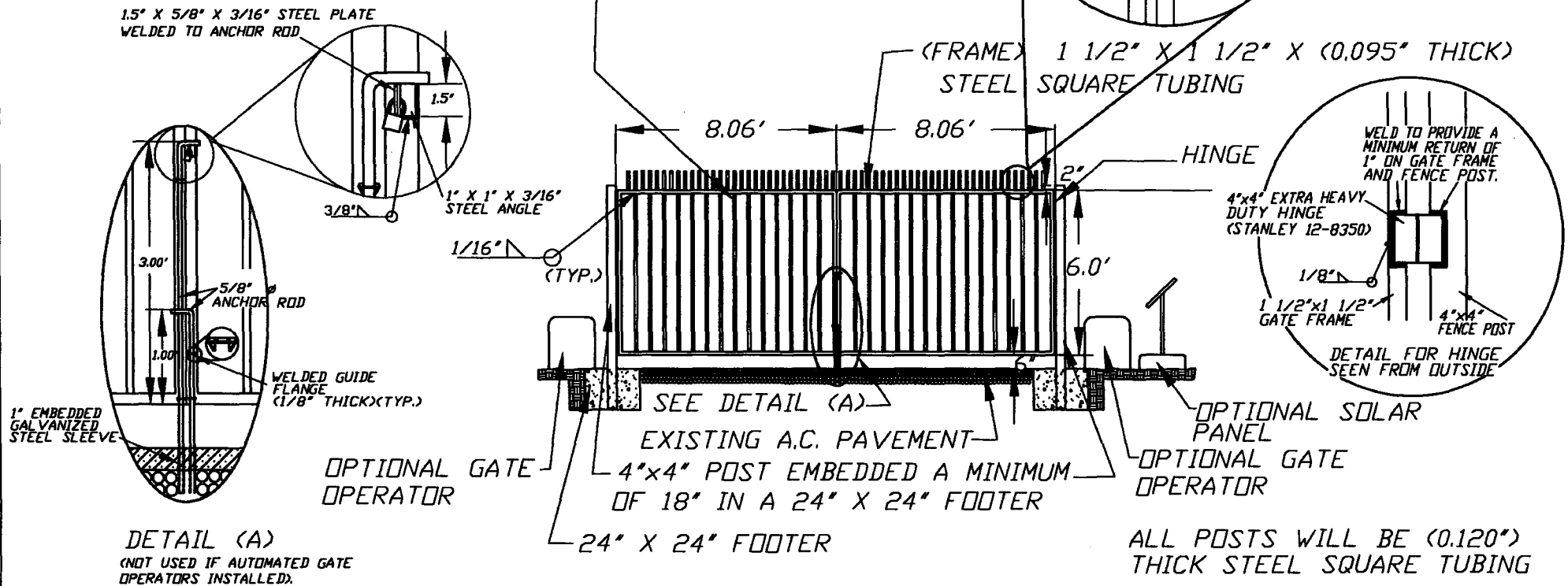
NOTE: ALL DIMENSIONS ARE APPROXIMATE AND SHOULD BE VERIFIED ON THE FIELD.

SKETCH 2
PLAN VIEW OF BRIDGE ENHANCEMENTS

N.T.S

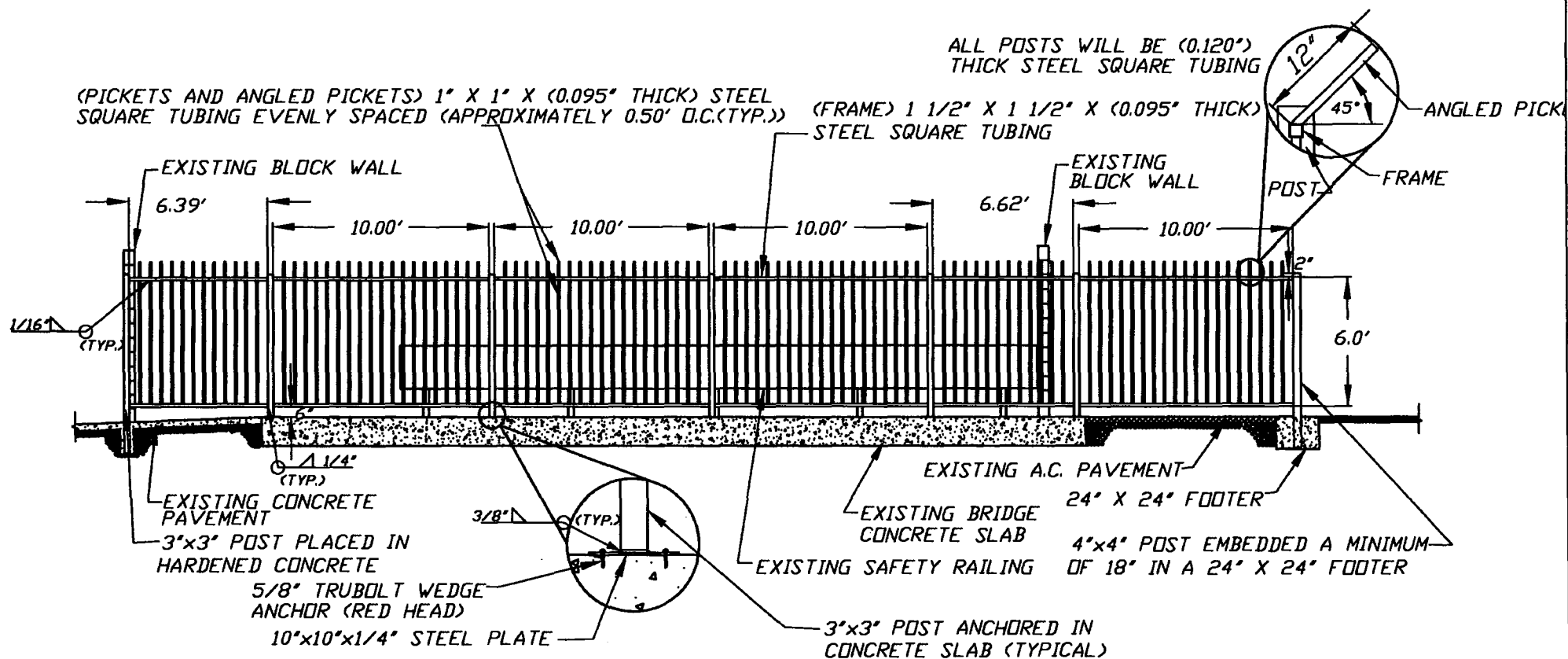
(ANGLED PICKETS) 1" X 1" X (0.095" THICK) STEEL SQUARE TUBING PLACED ALTERNATIVELY FACING NORTH AND SOUTH AND EVENLY SPACED (APPROXIMATELY 0.25' O.C.(TYP.))

(PICKETS) 1" X 1" X (0.095" THICK) STEEL SQUARE TUBING EVENLY SPACED (APPROXIMATELY 0.50' O.C.(TYP.))



SKETCH 3
GATE DETAILS

N.T.S



SKETCH 4
FENCING DETAILS

N.T.S

ATTACHMENT 3
COST ESTIMATE FOR CONSTRUCTION MODIFICATIONS



DEPARTMENT OF FIELD OPERATIONS **STREETS & SANITATION DIVISION** **Cheyenne Channel Crossing**

SCOPE: Modify Grand Canyon/Cheyenne Intersection and Channel Bridge

SOURCE: Requested by the Office of Councilman Brown

DATES: TBD, preliminary estimate

CLV IN-HOUSE STRAIGHT TIME LABOR COSTS

Position Classification	Wage (\$/hr)	Tax @ 4%	Benefit @ 54%	Loaded (\$/hr)	Time (hrs)		Acting Pay	Est. Cost (\$)	Act. Cost (\$)
					Est.	Act.			
S&S Foreman (43)	29.52	1.18	15.94	46.64	30		No	1,399	
S&S Crewleader (39)	26.77	1.07	14.46	42.30	20		No	846	
Welder (38)	21.50	0.86	11.61	33.97	90		Yes	3,057	
Heavy Equip Oper (37)	25.50	1.02	13.77	40.29	10		No	403	
Painter I (34)	19.50	0.78	10.53	30.81	30		Yes	924	
Equip Operator II (33)	23.13	0.93	12.49	36.55	50		No	1,827	
Maintenance Work II (27)	19.98	0.80	10.79	31.57	200		No	6,314	

Subtotal of project straight time in-house labor costs..... 14,771 TBD

CLV IN-HOUSE OVERTIME LABOR COSTS

Position Classification	Wage (\$/hr)	Tax @ 4%	Benefit @ 0%	Loaded (\$/hr)	Time (hrs)		Acting Pay	Est. Cost (\$)	Act. Cost (\$)
					Est.	Act.			
S&S Foreman (43)	29.52	1.18	0.00	46.05	6		No	276	
Concrete Mason II (38)	26.13	1.05	0.00	40.76	6		No	245	
Heavy Equip Oper (37)	25.50	1.02	0.00	39.78	6		No	239	
Maintenance Work II (27)	19.98	0.80	0.00	31.17	12		No	374	

Subtotal of project overtime in-house labor costs..... 1,134 TBD

CLV IN-HOUSE EQUIPMENT COSTS

Equipment Classification	Operate (\$/hr)	Capital (\$/hr)	Time (hrs)		Est. Cost (\$)	Act. Cost (\$)
			Est.	Act.		
Pickup Truck	4.68	1.57	40		250	
1-Ton Dump Truck	4.21	1.62	80		466	
Water Truck	3.85	0.00	10		39	
Vactor Truck	16.63	11.27	10		279	
Front End Loader	8.78	0.00	6		53	

Subtotal of project in-house equipment costs..... 1,087 TBD

CLV EXTERNAL OR MISCELLANEOUS COSTS

Item Description	Source Name	Unit Cost (\$ per)		# of Units		Unit of Meas.	Est. Cost (\$)	Act. Cost (\$)
		Est.	Act.	Est.	Act.			
Wrought Iron & Hardware	TBD	3,000		1		ls	3,500	
Welding Supplies	TBD	250		1		ls	250	
Paint Supplies	TBD	300		1		ls	300	
AC Pavement Materials	TBD	1,500		1		ls	1,500	
Traffic Control	TBD	1,000		1		ls	1,000	
Rebar Identification	TBD	500		1		ls	500	
Traffic Signal Modifications (CLV)	TED	2,000		1		ls	2,000	
Traffic Signage (CLV)	TED	1,000		1		ls	1,000	
Automated Gate System	TBD	1,000		1		ls	20,000	
Contingency	TBD	1,000		1		ls	3,000	

Subtotal of project external and miscellaneous costs 33,050 TBD

TOTAL OF CLV COSTS..... 50,041 TBD

PROJECT DETAILS: Remove existing gates, construct wrought iron fencing on both sides of bridge, and construct new gate on south side. Remove existing high-t intersection islands, and reconfigure intersection. Modify traffic signal and post new traffic control signs and fixtures. Solicit bids for electrical powered, remote activated, automated gate operator system, and oversee installation.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 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:	\$43,431,941.21
☒	Budget Funds Available	Dept./Division:	Accounting Operations
☐	Augmentation Required	Funding Source:	All Funds

PURPOSE/BACKGROUND:

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

RECOMMENDATION:**BACKUP DOCUMENTATION:**

Summary of cash expenditures for the period 02/16/05 - 02/28/05

Total Services and Materials Checks: \$6,956,509.63
Total Services and Materials EFT Payments: \$230,368.29
Total Wire Transfers: \$30,688,612.09
Total Payroll Checks: \$5,556,451.20

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: **APPROVED** under separate action (see individual item)
Item 12: **STRICKEN** under separate action (see individual item)
Item 41: **ABEYANCE** to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:38 - 9:40)
1-1057

City of Las Vegas

Summary of Cash Expenditures

For period of 2/16/05-2/28/05

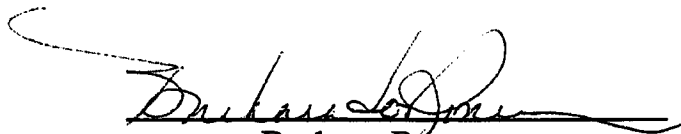
Total Services & Materials Checks :	\$6,956,509.63
Total Services & Materials EFT Payments :	\$230,368.29
Total Wire Transfers:	\$30,688,612.09
Total Payroll Checks:	\$5,556,451.20

Grand Total:	\$43,431,941.21

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



Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On MARCH 16, 2005, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Hector Hernandez, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: July 16, 2005, Type: Special Event Beer/Wine, Event: Sweet 15 Birthday Party, Responsible Person in Charge: Jesus Hernandez - 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, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

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Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Leisure Services/Cultural Affairs, Location: Post Office, 301 Stewart Avenue, Date: May 14, 2005, Type: Special Event General, Event: Centennial Post Office Celebration, Responsible Person in Charge: Christine Dare-Garness - Ward 5 (Weekly)

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, 5-11, 13-40, and 42 - **UNANIMOUS** with MACK abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that he would be voting on Items 7 and 18, because, even though his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino related to its non-restrictive gaming license and is managing partner of the Third Street Promenade, he did not believe his brother-in-law's interests would be affected, and they have not discussed these items.

MINUTES:

There was no discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 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: Ramon Nunez dba Rodeo Bar, Ramon Nunez 100%, To: El Rodeo Nightclub, Inc., dba El Rodeo Club & Grill, 1815 East Charleston Boulevard, Alejandro Alvarez, 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 and Business Name for a Tavern License.

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

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MINUTES:

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(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: -- MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, Kelly & Kelly, Inc., dba From: The Trap House, 6131 Clarice Avenue (Non-operational), To: Kelly's Kasino II, 5855 West Craig Road, Suite 108, Allan M. Kelly, Dir, Pres, 33.5%, Charlotte M. Kelly, Dir, Secy, Treas, 33.5%, Patrick R. Kelly, 33% - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

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MINUTES:

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(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

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Fiscal Impact:

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

PURPOSE/BACKGROUND:

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

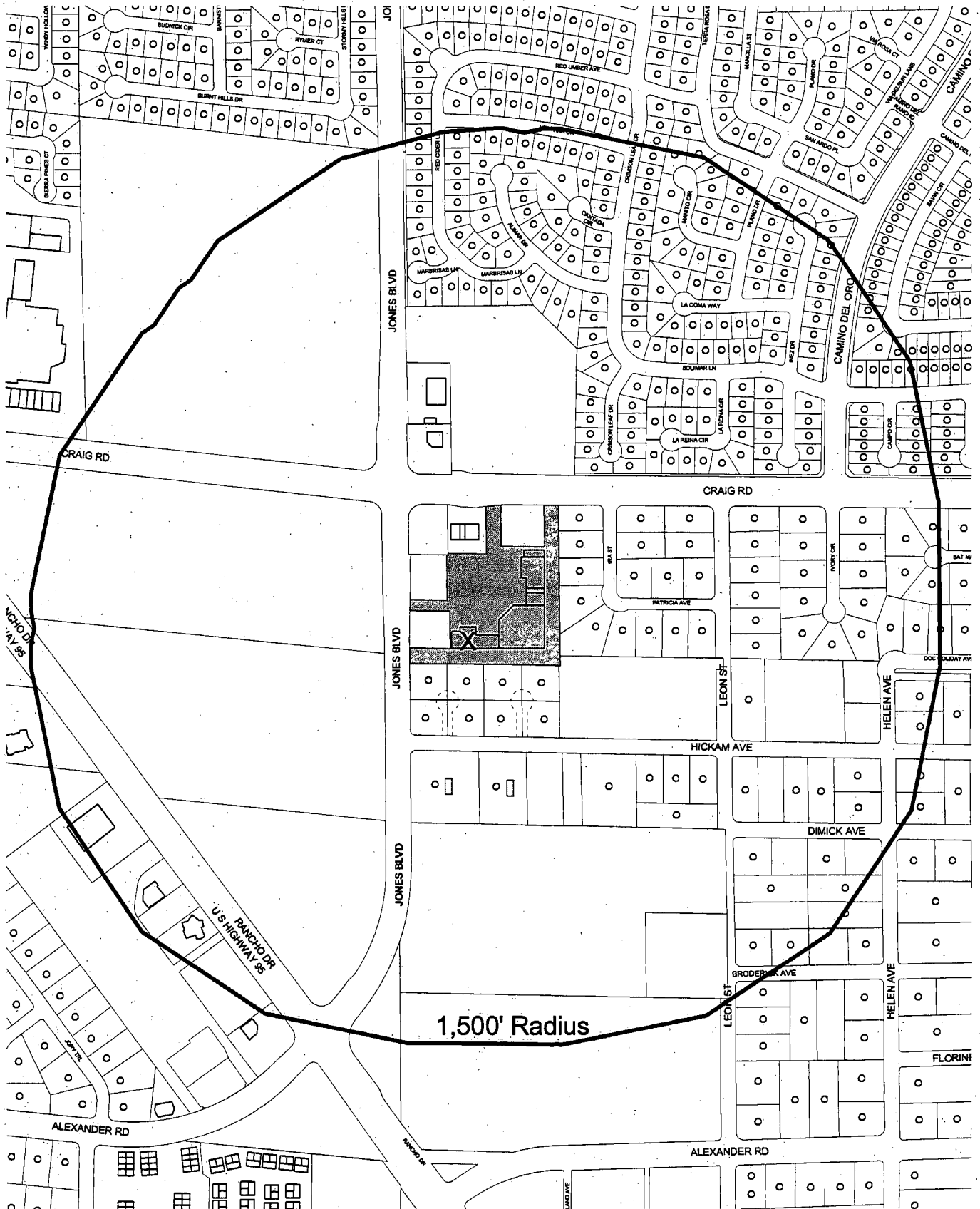
RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

KELLYS KASINO II



0 300 600 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 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, Kelly & Kelly, Inc., dba Kelly's Kasino II, 5855 West Craig Road, Suite 108, Allan M. Kelly, Dir, Pres, 33.5%, Charlotte M. Kelly, Dir, Secy, Treas, 33.5%, Patrick R. Kelly, 33% - Ward 6 (Mack)

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:

None

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Burglar Alarm Service License, Brantley, Incorporated, dba Brantley, Incorporated, 2805 Jeffery Pines Street, Mark A. Brantley, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Location for a Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Jennifer Diamond, dba Hi Desert Appliance, From: 1205 Western Avenue, To: 1425 South Main Street, Jennifer L. Diamond, 100% - Ward 1 (Tarkanian)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Change of Location for a Class II Secondhand Dealer License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - Motion to bring forward and STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

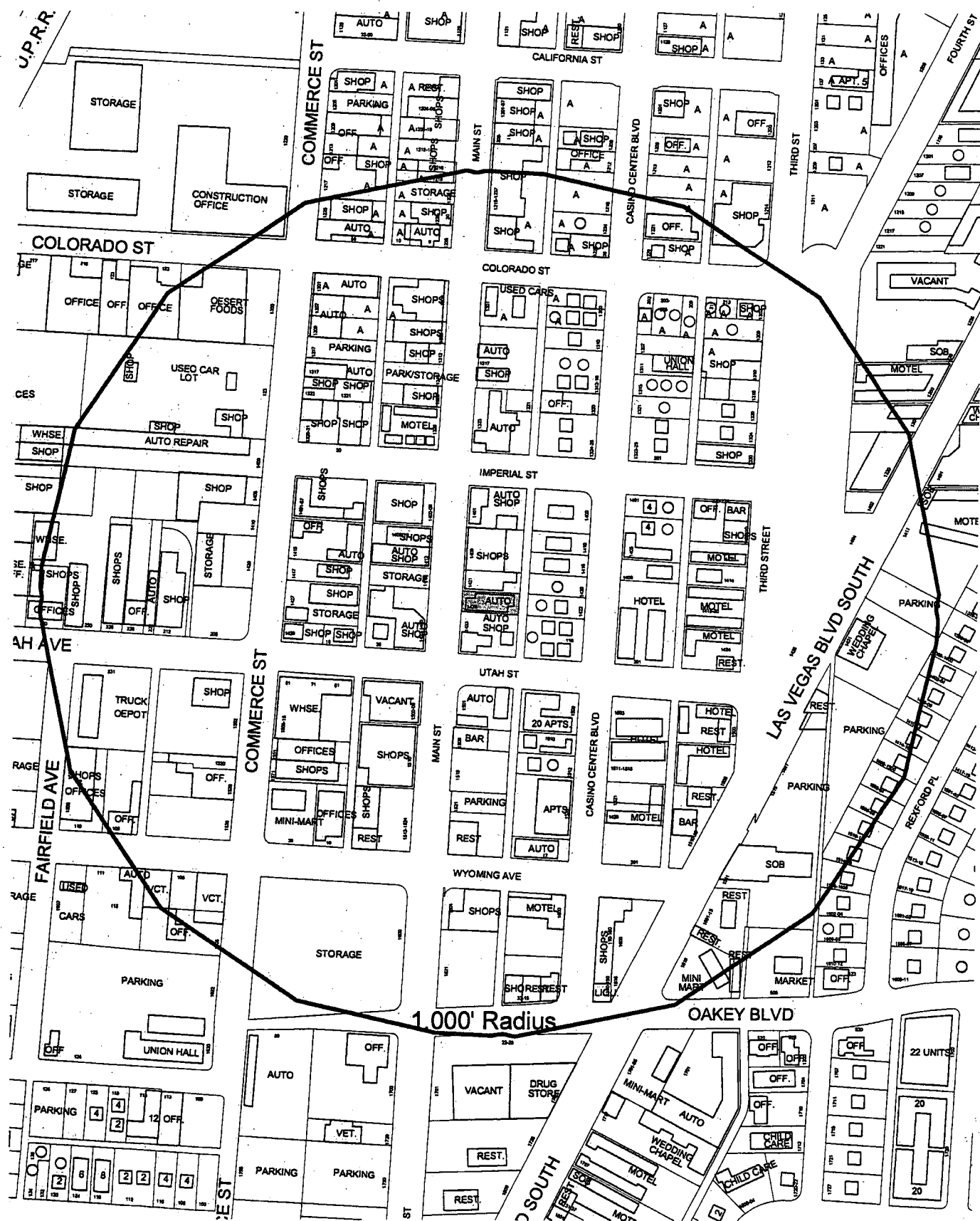
MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

HI DESERT APPLIANCE



0 200 400 Feet

12



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Agreement No. 050121 for Premier CAD, PMDC, and Infotrak RMS System - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$469,909 - Detention and Enforcement, Control Center Upgrade Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$469,909.00
☒ Budget Funds Available	Dept./Division:	Detention and Enforcement
☐ Augmentation Required	Funding Source:	Control Center Upgrade Fund

PURPOSE/BACKGROUND:

On December 15, 2004, the City Council approved the Southern Nevada Public Safety Alliance Agreement between the City of Las Vegas and the City of Henderson, which establishes the framework for an integrated Computer Aided Dispatch (CAD), Mobile Dispatch Communications (PMD) and Law Records Management System (RMS) and allows the City of Las Vegas to acquire the systems with minimum investment. The proposed agreement purchases software, hardware, installation services and training to give Detention and Enforcement use of these three systems. This item is exempt from competitive bidding pursuant to NRS 332.115.1(g & h), Hardware and Associated Peripheral Equipment and Devices for Computers; Software for Computers.

PCC: S. Bradshaw

POC: Steve Mason - (951) 676-0319

RECOMMENDATION:

That the City Council approve Agreement No. 050121 for Premier CAD, PMDC, and Infotrak RMS System to Motorola Inc. in the amount of \$469,909. Authority to execute the agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

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
Motorola
Name
Contracts and Compliance CGISS
Address
6000 Spine Rd., Boulder, CO 80301
Telephone-303-527-4000
EIN or DUNS

Block 2 Description
Subject Matter of Contract/Agreement
Software, Installation and Technical Support Services
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	N/A		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

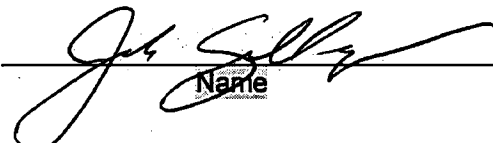
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: Form 10-K

Date of Attached Document: December 31, 2003 Number of Pages: 274

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



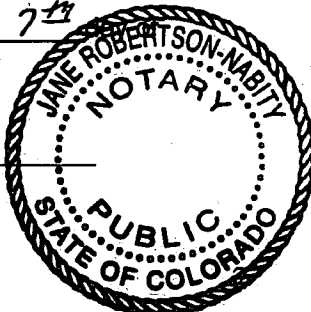
Name

Date

Subscribed and sworn to before me this 7th

January, 2005

Jane Robertson-Nabity
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005**DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Use Agreement No. 050558 authorizing use of State of Nevada Bid Number 6710, Paratransit Vehicles Pricing Agreement - Department of Field Operations - Award to: SUNSET BUS & COMMERCIAL, INC. (Estimated annual amount of \$263,252 - Automotive Service Internal Service Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$263,252.00
☒	Budget Funds Available	Dept./Division:	Field Operations
☐	Augmentation Required	Funding Source:	Automotive Service ISF

PURPOSE/BACKGROUND:

This agreement will allow the City to use the State of Nevada Bid for the immediate purchase of three buses, with an open ended provision for the purchase of one additional bus, as the need arises, for use by the Downtown Transportation Center. 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: Amy Thompson - (702) 646-2859

RECOMMENDATION:

That the City Council approve Use Agreement 050558 authorizing use of State of Nevada Bid Number 6710, Paratransit Vehicles Pricing Agreement to Sunset Bus & Commercial, Inc. in the estimated annual amount of \$ 263,252. Authority to execute agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: **APPROVED** under separate action (see individual item)Item 12: **STRICKEN** under separate action (see individual item)Item 41: **ABEYANCE** to 4/6/2005 under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Use Agreement No. 050557 authorizing use of State of Nevada Bid Number 6849, Fleet Vehicle Pricing Agreement - Department of Field Operations - Award to: Jones West Ford (\$226,429 - Special Revenue and General Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$226,429.00
☒	Budget Funds Available	Dept./Division:	Fire and Rescue
☐	Augmentation Required	Funding Source:	Special Revenue/General Fund

PURPOSE/BACKGROUND:

This agreement will allow the City to use the State of Nevada Bid for the immediate purchase of seven trucks, for use by the Fire Department Bomb Squad Division. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195.2, which allows local governments to use the contracts of the State of Nevada.

PCC: T. Maino

POC: Bill Fletcher - (775) 829-3207

RECOMMENDATION:

That the City Council approve Use Agreement 050557 authorizing use of State of Nevada Bid Number 6849, Fleet Vehicle Pricing Agreement to Jones West Ford in the amount of \$226,429. Authority to execute agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Modification No. 1 to Contract No. 050088 for Union Park Master Development Project Consulting Services - City Parkway V, Inc. - Award recommended to: HUNTER INTERESTS INCORPORATED (\$50,000 - City Parkway V) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$50,000.00
☒	Budget Funds Available	Dept./Division:	City Parkway V, Inc.
☐	Augmentation Required	Funding Source:	CPV

PURPOSE/BACKGROUND:

City Parkway V, Inc. entered into a contract with Hunter Interests Incorporated on December 7, 2004 in the amount of \$74,000 to provide negotiation and financial consulting services for the Union Park Master Development Project. This Modification No. 1 adds to the scope of services to conduct a market analysis study for Phase I development of the Union Park project. This item is exempt from the competitive bidding procedures pursuant to NRS 332.115.1(b), professional services.

PCC: D. Kaplan

POC: Don Hunter - (410) 269-0033

RECOMMENDATION:

That City Council approve the award of Modification No. 1 to Hunter Interests Incorporated for Contract No. 050088 in the amount of \$50,000 to increase the contract value from \$74,000 to \$124,000. 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, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

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.

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"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

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Block 1 Contracting Entity
Name <u>Hunter Interests Inc</u>
Address <u>121 Main St</u>
Telephone <u>410-269-0033</u>
EIN or DUNS <u>52-1492279</u>

Block 2 Description
Subject Matter of Contract/Agreement
<u>Market Analysis Consulting Services</u>
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.	Donald E Hunter	121 Main St (Burlington MA)	410-269-0033
2.			
3.			
4.			
5.			
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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: ____

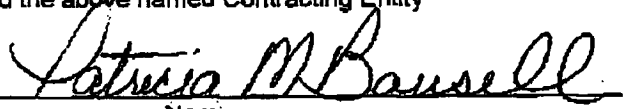
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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.

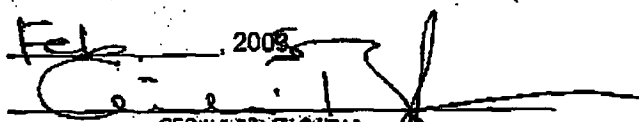
Name of Attached Document: N/A

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


 Name
2/21/05
 Date

Subscribed and sworn to before me this 21 day of

Feb, 2005

 CECILIO P. ALCARAZ
 NOTARY PUBLIC STATE OF MARYLAND
 My Commission Expires January 18, 2006

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

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

Approval of award of Contract No. 050538 for Preparation of Quarterly Socio-Economic and Real Estate Data Fact Sheets - Office of Business Development - Award recommended to: RESTREPO CONSULTING GROUP, LLC (\$49,000 - Industrial Revenue Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$49,000.00
☒ Budget Funds Available	Dept./Division:	Office of Business Development
☐ Augmentation Required	Funding Source:	Industrial Revenue Fund

PURPOSE/BACKGROUND:

The Office of Business Development requires frequently updated factual data regarding socio-economic and real estate conditions for the Redevelopment Area, the City and the Region. The proposed consulting company will collect data, format and assemble it, and deliver quarterly reports containing information on building permits; office, retail, and industrial properties; residential data, including active and proposed projects; and gaming and tourism. This item is exempt from competitive bidding pursuant to NRS 332.115.1(b), Professional Services.

PCC: S. Bradshaw

POC: John Restrepo - (702) 967-3188

RECOMMENDATION:

That the City Council approve Contract No. 050538 for Preparation of Quarterly Socio-Economic and Real Estate Data Fact Sheets to Restrepo Consulting Group, LLC for a one-year period in the amount of \$49,000. Authority to execute the contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: **APPROVED** under separate action (see individual item)Item 12: **STRICKEN** under separate action (see individual item)Item 41: **ABEYANCE** to 4/6/2005 under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:38 - 9:40)

1-1057

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

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"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
Restrepo Consulting Group LLC
Name 3960 Howard Hughes, Ste 130
Address Las Vegas, NV 89102
Telephone (702) 967-3188
EIN or DUNS 176832798

Block 2 Description
Subject Matter of Contract/Agreement
Socio-Economic and Real Estate Data Fact Sheet

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.	John Restrepo	3960 Howard Hughes Parkway, Suite 130. Las Vegas, Nevada 89109	702-967-3188
2.	Nancy Schult	3960 Howard Hughes Parkway, Suite 130. Las Vegas, Nevada 89109	702-967-3188
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: 0.

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:

K/A

Date of Attached Document:

N/A

Number of Pages:

N/A

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

John Kotzger

Name _____

2/17/05

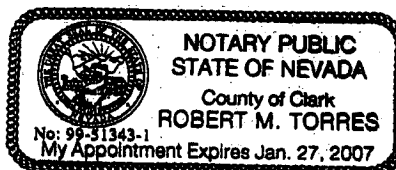
Date _____

Subscribed and sworn to before me this 17 day of

FEBRUARY

2005

Notary Public



**AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of award of Modification No. 1 to Contract No. 050108 for Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$38,193 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$38,193.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Park and Leisure Activities CPF

PURPOSE/BACKGROUND:

City Council approved the award of a contract with Chattel Architecture, Planning & Preservation, Inc. on October 20, 2004 in the amount of \$44,720 to provide historic consulting services for the adaptive use of the Downtown Post Office and Courthouse as a cultural facility. This Modification No. 1 adds to the scope of services to provide assistance as a City liaison with State agencies to comply with governmental historic rehabilitation standards and to assist in the preparation of bid documentation for building restoration. This item is exempt from the competitive bidding procedures pursuant to NRS 332.115.1(b), professional services.

PCC: D. Kaplan

POC: Robert Chattel - (818) 788-7954

RECOMMENDATION:

That City Council approve the award of Modification No. 1 to Chattel Architecture, Planning & Preservation, Inc. for Contract No. 050108 in the amount of \$38,193 to increase the contract value from \$44,720 to \$82,913. Authority is 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, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: **APPROVED** under separate action (see individual item)Item 12: **STRICKEN** under separate action (see individual item)Item 41: **ABEYANCE** to 4/6/2005 under separate action (see individual item)

NOTE: Under Item 3, **COUNCILMAN MACK** disclosed that he would be voting on Items 7 and 18, because, even though his brother-in-law **ANDREW DONNER** has a contract with the Lady Luck Casino related to its non-restrictive gaming license and is managing partner of the Third

CITY COUNCIL MEETING OF: MARCH 16, 2005

MOTION - Continued:

Street Promenade, he did not believe his brother-in-law's interests would be affected, and they have not discussed these items.

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name Chattel Architecture, Planning & Preservation, Inc.	
Address 3000 S. Las Vegas Blvd., Suite 200	
City Las Vegas, NV 89102	
Phone (702) 735-1117	
EIN 95-2443217	

Block 2	Description
Subject Matter of Contract/Agreement	
Historic Preservation Consulting Services	
RFP#	

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

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

Block 3 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.	[REDACTED]	13417 Ventura Blvd Sherman Oaks, CA 91421-3938	(818) 798-3954
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

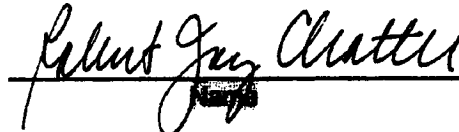
Block 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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



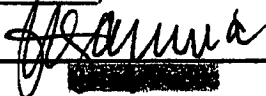
 Name

October 7, 2004

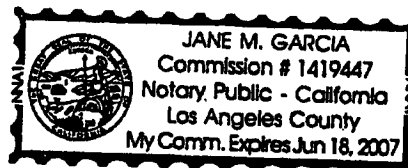
Date

Subscribed and sworn to before me this 7th day of

October, 2004



 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

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

Approval of revision to purchase order 220570 for Oracle 11i Software Migration Implementation Service - Department of Information Technologies - Award to: SOLBOURNE COMPUTER, INC. (\$95,000 - Computer Services Internal Service Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$95,000.00
☒	Budget Funds Available	Dept./Division:	Information Technologies
☐	Augmentation Required	Funding Source:	Computer Services ISF

PURPOSE/BACKGROUND:

On April 7, 2004, the City Council approved award of Contract No. 040072 for an Oracle 11i Software Migration Implementation Service in accordance with the Department of Information Technologies and the City's technical business strategic initiatives. Additional database administrative tasks are required to complete the 11i implementation.

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 220570 to add \$95,000 to Solbourne Computer, Inc.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of issuance of a purchase order for Idler Sprockets - Department of Public Works - Award recommended to: VC CHAINS, CORP (\$30,000 - Sanitation Enterprise Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$30,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/Environmental
☐	Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This request provides for the purchase of idler sprockets needed for rehabilitation of plants 2,3 and 4. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a) Items which may only be contracted from a sole source.

PCC: K Falline

POC: Steve Powell - (800) 324-1244

CFN: 050564

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for Idler Sprockets, in the estimated amount of \$30,000 to VC Chains Corp.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: **APPROVED** under separate action (see individual item)

Item 12: **STRICKEN** under separate action (see individual item)

Item 41: **ABEYANCE** to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Master Plan Amendment for drainage facilities within the Las Vegas Wash Middle Branch Area - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Master Plan Amendment for drainage facilities within the upper reaches of the Las Vegas Wash Middle Branch Area to include two detention basins to reduce flooding to downstream properties.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Clark County Regional Flood Control District Letter and Agenda Item
2. Location Map

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

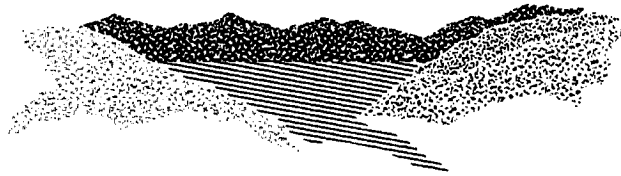
MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

C L A R K C O U N T Y
REGIONAL FLOOD CONTROL DISTRICT



Gale Wm. Fraser, II, P.E.
General Manager/Chief
Engineer

January 13, 2005

BOARD OF DIRECTORS

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Chairman
City of Las Vegas

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City of Boulder City

Bruce L. Woodbury
Clark County

Mary. M. Wheeler
City of Las Vegas Planning and Development
731 S. 4th Street
Las Vegas, NV 89101

Dear Ms. Wheeler:

On January 13, 2005 the Regional Flood Control District Board of Directors held a public hearing and unanimously adopted a Master Plan Amendment for the Las Vegas Wash Middle Branch Planning Area. The Master Plan Amendment was performed in accordance with NRS 543.597.

NRS 543.597, subsection 6, states in part, if a proposed amendment to the master plan is adopted unanimously by the board, and by the governing body of the local government in whose jurisdiction will be located the structures necessary to carry out the purposes of the amendment, after a public hearing by each, the amendment becomes effective and no other hearing or approval is required by any other board or commission, including those responsible for decisions relating to planning or zoning.

A copy of the District agenda item, including the related backup material is enclosed with this letter for your use in holding a public hearing to consider adoption of this amendment.

If I can be of further assistance in this matter, please contact me at 455-3139.

Sincerely,

Gale Wm. Fraser, II, P. E.
General Manager/Chief Engineer

Enclosure

Cc w/enc.: Randy Fultz, CLV, Assistant City Engineer
Greg McDermott, CLV, Engineering Project Manager, Flood Control
Barbara Jo Ronemus, City Clerk

P:\Staff Inbox\Deanna\Master Plan letters\011305 MPA LowerLVWashMiddleReachletter.doc

**CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT**

AGENDA ITEM

SUBJECT:

**MASTER PLAN AMENDMENT
LAS VEGAS WASH MIDDLE BRANCH PLANNING AREA**

THIS IS A PUBLIC HEARING

RECOMMENDATION SUMMARY

STAFF: Approve and recommend that the Board find the Master Plan Amendment sets for the most effective structural and regulatory means for correcting existing problems of flooding in the area and dealing with the probable effects of future development (NRS 543.590[3]). Also, subject to approval from the Clark County Board of County Commissioners and City of Las Vegas City Council.

TECHNICAL ADVISORY: Follow staff recommendation.

CITIZENS ADVISORY: Follow staff recommendation.

**RFCD AGENDA
ITEM #22
DATE: 01/13/05**

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

SUBJECT:

MASTER PLAN AMENDMENT FOR THE LAS VEGAS WASH MIDDLE BRANCH
PLANNING AREA

PETITIONER:

CITY OF LAS VEGAS

RECOMMENDATION OF PETITIONER:

IT IS RECOMMENDED THAT THE CLARK COUNTY REGIONAL FLOOD CONTROL
DISTRICT APPROVE THE MASTER PLAN AMENDMENT FOR THE LAS VEGAS WASH
MIDDLE BRANCH PLANNING AREA

FISCAL IMPACT:

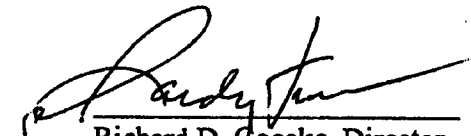
None

BACKGROUND:

The City is requesting a Master Plan Amendment (MPA) for drainage facilities within the Las Vegas Wash Middle Branch area. The modifications are proposed in the upper reaches of this area and include two new detention basins to reduce flooding to downstream properties. The proposed amendment is less costly than the current MPU facilities by approximately \$10,000,000 and will be easier to implement.

A representative from the Louis Berger Group will present the details of this MPA and answer any questions.

Respectfully submitted,


Richard D. Goecke, Director
Department of Public Works

TAC AGENDA ITEM # 19 Date: 12/23/04	RFCD AGENDA ITEM # 22 Date: 1/13/05
CAC AGENDA ITEM # 19 Date: 1/03/05	

Regional Flood Control District
AGENDA ITEM DEVELOPMENT

Staff Discussion:	Date: 12/13/04
MASTER PLAN AMENDMENT LAS VEGAS WASH MIDDLE BRANCH PLANNING AREA – LAS22A03 The City is requesting a Master Plan Amendment (MPA) for drainage facilities within the Las Vegas Wash Middle Branch area. The modifications are proposed in the upper reaches of this area and include two new detention basins to reduce flooding to downstream properties. The proposed amendment is less costly than the current Master Plan Update facilities by approximately \$10,000,000 and will be easier to implement. A representative from the Louis Berger Group will present the details of this MPA and answer any questions. For this MPA to become effective it must be adopted and made a part of the comprehensive plans of Clark County and the City of Las Vegas pursuant to NRS 278.	
Staff Recommendation: Approve and recommend that the Board find the Master Plan Amendment sets forth the most effective structural and regulatory means for correcting existing problems of flooding in the area and dealing with the probable effects of future development (NRS 543.590[3]). Also, subject to approval from the Clark County Board of County Commissioners and City of Las Vegas City Council.	
Discussion by Technical Advisory Committee:	AGENDA #19 Date: 12/23/04
Recommendation: Follow staff recommendation.	
Discussion by Citizens Advisory Committee:	AGENDA #19 Date: 01/03/05
Recommendation: Follow staff recommendation.	

BACKGROUND

This Amendment proposes to incorporate two detention basins and associated conveyance facilities into the Clark County Regional Flood Control District 2002 Master Plan Update (MPU). The modifications are proposed in the upper reaches of the Las Vegas Wash Middle Branch, in the northwest Las Vegas Valley, between Mocassin Road, US 95, Decatur Boulevard and the Northern Segment of the Las Vegas Beltway (I-215). This area is part of the Northern Las Vegas Wash Watershed planning area.

Figures F-4, H-3 and H-4 of the 2002 MPU have been revised, and are included herein as Figures F-4A, H-3A, and H-4A, respectively, depicting the proposed facilities and revised hydrologic subareas in relation to the 2002 MPU. The recommended facilities plan is shown in yellow on Figure F-4A, and revised hydrologic boundaries are shown in pink on Figures H-3A and H-4A.

Tables 1 and 2 present the 2002 MPU and revised Facility Inventories, respectively. As part of this amendment, facilities in the 2002 MPU identified as MSBU, MSIM, and MSLC are proposed to be eliminated, and replaced with facilities labeled TSDB and BRDB. Two below-grade detention basins (TSDB 0011 and BRDB 0032) are proposed to be constructed on land currently owned by the State of Nevada. Both basins would outfall into the existing channel through the Silverstone Golf Course (previously Mountain Spa). Downstream of the basins, the channel and storm drain labeled LVMD 2324 through LVMD 2763 would be downsized as a result of lower peak flows released by the detention basins. The flow rates downstream of I-215 do not change appreciably. Therefore, no modifications to the 2002 MPU downstream of I-215 are necessary.

Advantages of the proposed facilities plan are twofold. First, the proposed facilities plan lends itself to phased implementation. If the detention basins were

constructed first, immediate flood relief would be provided to a 3 square mile area downstream of the basins, without a large up front cost. This is particularly important because the rural residential area south of the Silverstone Golf Course has been historically prone to flooding.

Second, the reduced cost related to the downsizing of the downstream storm drain system more than offset than the additional cost of the detention basins. Construction costs for the 2002 MPU and revised facilities plan are summarized in Tables 3 and 4. The proposed facilities plan is estimated to cost \$76,639,000, which is approximately \$10,000,000 less than the 2002 MPU cost of \$86,643,000.

Table 1. MPU (2002) Facilities Affected by Amendment

ID / River Mile	Status	Facility Description	Length (ft)	Flow (cfs)	HEC-1 Node	HEC-1 Model	Tributary Area (sqmi)	Channel Slope (%)
LVMD		LAS VEGAS WASH - MIDDLE						
2324	P1	3: 12' X 10' RCB	5280	3937	CNW3D4-C	WEST4	11.39	0.36
2443	P1	3: 12' X 9' RCB	5280	3571	CNW188-C	WEST4	9.95	0.39
2490	P1	3: 12' X 9' RCB	5280	3528	CNW162-C	WEST3	6.70	0.36
2525	P1	3: 12' X 9' RCB	1320	3528	CNW162-C	WEST3	6.70	0.39
2550	P1	3: 12' X 9' RCB	1320	3528	CNW162-C	WEST3	6.70	0.38
2574	P1	2: 12' X 10' RCB	1320	3528	CNW162-C	WEST3	6.70	0.61
2599	P1	Conc Chnl 20"W 10.5"D 0:1 SS	1700	3528	CNW162-C	WEST3	6.70	0.70
2632	P1	11' X 9' RCBC	1400	1359	CNW139-C	WEST3	1.66	0.59
2681	P1	9' X 9' RCBC	2640	1359	CNW139-C	WEST3	1.66	1.00
2711	P1	9' X 7' RCBC	1320	1359	CNW139-C	WEST3	1.66	1.80
2737	P1	8' X 8' RCBC	1320	1359	CNW139-C	WEST3	1.66	1.81
2763	P1	78" RCP	2640	654	CNW109-C	WEST3	0.77	2.40
MSBU		MOUNTAIN SPA AND BUFFALO						
0000	P1	9' X 8' RCBC	2640	897	CNW128	CWEST3	1.52	0.60
MSIM		MOUNTAIN SPA AND IRON MOUNTAIN						
0000	P1	10' X 9' RCBC	700	1755	CNW147-C	CWEST3	2.87	1.14
0004	P1	90" RCP	5280	857	2C113-C	CWEST3	0.91	2.27
0106	P1	90" RCP	1320	857	2C113-C	CWEST3	0.91	2.30
MSLC		MOUNTAIN SPA AND LOG CABIN						
0000	P1	90" RCP	2640	622	CNW148-C	CWEST3	0.84	1.03

Table 2. Recommended Facilities

ID / River Mile	Status	Facility Description	Length (ft)	Flow (cfs)	HEC-1 Node	HEC-1 Model	Tributary Area (sqmi)	Channel Slope (%)
BRDB		BRENT DETENTION BASIN						
0000	P1	7' x 7' RCBC / 12" Orifice	1680	12	BRENTDB	WEST3A	2.31	0.70
0032	P1	150 ac-ft Brent Lane Detention Basin		1768	CBRENTDB	WEST3A	2.31	
0033	P1	Energy Dissipator		1768	CBRENTDB	WEST3A	2.31	
0043	P1	8' x 6' RCBC	3370	1207	CNW147W	WEST3A	1.51	2.10
0107	P1	8' x 6' RCBC	2660	1207	CNW147W	WEST3A	1.51	2.40
0157	P1	12' x 6' RCBC	2620	746	CNW115-C	WEST3A	0.95	0.25
0207	P1	10' x 5' RCBC	1330	408	CNW116-C	WEST3A	0.53	0.25
LVMD		LAS VEGAS WASH - MIDDLE						
2324	P1	2: 14' X 8' RCB	5280	3590	CNW3D4-C	CWEST3A	7.25	0.40
2443	P1	2: 13' X 7 RCB	5280	2957	CNW188-C	WEST3A	7.41	0.40
2490	P1	2: 13' X 7' RCB	5280	2699	CNW168-C	WEST3A	5.98	0.40
2525	P1	22' X 6' RCB	1320	2373	CCNW159	WEST3A	5.20	0.40
2550	P1	22' X 6' RCB	1320	2104	CD161-C	WEST3A	3.79	0.40
2574	P1	22' X 6' RCB	1320	2104	CD161-C	WEST3A	3.79	0.60
2599	P1	Conc Chnl 30"W 5'D 2:1 SS	1700	2027	CNW162-C	WEST3A	3.46	0.40
2632	P1	14' X 5' RCBC	1400	1095	CNW139-C	WEST3A	1.24	0.59
2661	P1	12' X 5' RCBC	2640	1095	CNW139-C	WEST3A	1.24	1.00
2711	P1	9' X 5' RCBC	1320	1095	CNW139-C	WEST3A	1.24	1.80
2737	P1	9' X 5' RCBC	1320	1095	CNW139-C	WEST3A	1.24	1.81
2763	P1	72" RCP	2640	525	CNW109-C	WEST3A	0.51	2.40
RACO		RACEL STREET COLLECTOR						
0000	P1	60" RCP	710	162	NW142N	WEST3A	0.16	0.70
TSDB		TULE SPRINGS DETENTION BASIN						
0000	P1	2: 10' x 4' RCBC / 12" Orifice	610	8	TULEDB	WEST3A	0.99	0.25
0011	P1	50 ac-ft Tule Springs Detention Basin		564	CTULEDB	WEST3A	0.99	
0012	P1	Energy Dissipator		564	CTULEDB	WEST3A	0.99	
0023	P1	84" RCP	1910	494	CNW128N	WEST3A	0.79	0.80
0059	P1	78" RCP	2640	381	CNW148-C	WEST3A	0.54	1.03

Table 3. Cost Report - Affected 2002 MPU Facilities

Northern Las Vegas Wash Planning Area Cost Report - 2002 MPU Category A Proposed Facilities						
ID / River Mile	E / P	Facility Description	Design and Admin (\$ x 1,000)	Land Acquis. Cost (\$ x 1,000)	Constr Cost (\$ x 1,000)	Total Cost (\$ x 1,000)
LVMD		LAS VEGAS WASH - MIDDLE				
2324	P1	3: 12' X 10' RCB	\$2,261	\$0	\$14,863	\$17,124
2443	P1	3: 12' X 9' RCB	\$2,141	\$0	\$14,077	\$16,218
2490	P1	3: 12' X 9' RCB	\$2,141	\$0	\$14,077	\$16,218
2525	P1	3: 12' X 9' RCB	\$535	\$0	\$3,521	\$4,056
2550	P1	3: 12' X 9' RCB	\$535	\$0	\$3,521	\$4,056
2574	P1	2: 12' X 10' RCB	\$457	\$0	\$3,002	\$3,459
2599	P1	Conc Chnl 20'W 10.5'D 0:1 SS	\$213	\$160	\$1,402	\$1,775
2632	P1	11' X 9' RCBC	\$309	\$0	\$2,028	\$2,337
2661	P1	9' X 9' RCBC	\$526	\$0	\$3,460	\$3,986
2711	P1	9' X 7' RCBC	\$233	\$0	\$1,535	\$1,768
2737	P1	6' X 8' RCBC	\$235	\$0	\$1,543	\$1,778
2763	P1	78" RCP	\$231	\$0	\$1,519	\$1,750
		Project Total:	\$9,817	\$160	\$64,548	\$74,525
MSBU		MOUTAIN SPA AND BUFFALO				
0000	P1	9' X 8' RCB	\$498	\$0	\$3,271	\$3,769
		Project Total:	\$498	\$0	\$3,271	\$3,769
MSIM		MOUNTAIN SPA AND IRON MOUNTAIN				
0000	P1	10' X 9' RCBC	\$147	\$0	\$967	\$1,114
0004	P1	90" RCP	\$546	\$0	\$3,590	\$4,136
0106	P1	90" RCP	\$136	\$0	\$897	\$1,033
		Project Total:	\$829	\$0	\$5,454	\$6,283
MSLC		MOUNTAIN SPA AND LOG CABIN				
0000	P1	90" RCP	\$273	\$0	\$1,793	\$2,066
		Project Total:	\$273	\$0	\$1,793	\$2,066
		Total	\$11,417	\$160	\$75,066	\$86,643

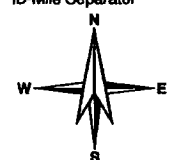
Table 4. Cost Report - Amended Facilities

Northern Las Vegas Wash Planning Area						
Cost Report - Recommended Category A Proposed Facilities						
ID / River Mile	E / P	Facility Description	Design and Admin (\$ x 1,000)	Land Acquis. Cost (\$ x 1,000)	Constr Cost (\$ x 1,000)	Total Cost (\$ x 1,000)
BRDB		BRENT DETENTION BASIN				
0000	P1	7' x 7' RCBC w/ 12" Orifice Plate	\$263	\$0	\$1,730	\$1,993
0032	P1	150 ac-ft Detention Basin	\$97	\$0	\$607	\$704
0033	P1	Energy Dissipator	\$25	\$0	\$125	\$150
0043	P1	8' x 6' RCBC	\$524	\$0	\$3,443	\$3,967
0107	P1	8' x 6' RCBC	\$414	\$0	\$2,721	\$3,135
0157	P1	12' x 6' RCBC	\$496	\$0	\$3,262	\$3,758
0207	P1	10' x 5' RCBC	\$211	\$0	\$1,390	\$1,601
		Project Total:	\$2,030	\$0	\$13,278	\$15,308
LVMD		LAS VEGAS WASH - MIDDLE				
2324	P1	2: 14' X 8' RCB	\$1,766	\$0	\$11,611	\$13,377
2443	P1	2: 13' X 7' RCB	\$1,589	\$0	\$10,445	\$12,034
2490	P1	2: 13' X 7' RCB	\$1,589	\$0	\$10,445	\$12,034
2525	P1	22' X 6' RCB	\$339	\$0	\$2,231	\$2,570
2550	P1	22' X 6' RCB	\$339	\$0	\$2,231	\$2,570
2574	P1	22' X 6' RCB	\$339	\$0	\$2,231	\$2,570
2599	P1	Conc Chnl 30'W 5'D 2:1 SS	\$161	\$160	\$1,057	\$1,378
2632	P1	14' X 5' RCBC	\$263	\$0	\$1,727	\$1,990
2661	P1	12' X 5' RCBC	\$459	\$0	\$3,018	\$3,477
2711	P1	9' X 5' RCBC	\$199	\$0	\$1,312	\$1,511
2737	P1	9' X 5' RCBC	\$199	\$0	\$1,312	\$1,511
2763	P1	72" RCP	\$213	\$0	\$1,398	\$1,611
		Project Total:	\$7,455	\$160	\$49,018	\$56,633
RACO		RACEL STREET COLLECTOR				
0000	P1	60" RCP	\$48	\$0	\$319	\$367
		Project Total:	\$48	\$0	\$319	\$367
TSDB		TULE SPRINGS DETENTION BASIN				
0000	P1	2: 10' x 4' RCP w/ 12" Orifice	\$108	\$0	\$707	\$815
0011	P1	50 ac-ft Detention Basin	\$32	\$0	\$201	\$233
0012	P1	Energy Dissipator	\$25	\$0	\$125	\$150
0023	P1	84" RCP	\$182	\$0	\$1,198	\$1,380
0059	P1	78" RCP	\$232	\$0	\$1,521	\$1,753
		Project Total:	\$579	\$0	\$3,752	\$4,331
		Total	\$10,112	\$160	\$66,367	\$76,639

2002 LAS VEGAS VALLEY FLOOD CONTROL MASTER PLAN UPDATE

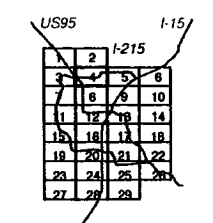
LEGEND

- Ultimate Development Boundary
- Existing Facilities
- Category A Proposed Facilities
- Category B Proposed Facilities
- Local Existing Facilities
- Local Proposed Facilities
- Amendment Proposed Facilities
- Detention Basin
- Culvert
- Bridge
- Pipeline
- Lined Channel
- Unlined Channel
- Dike
- Natural Wash
- ID-Mile Separator

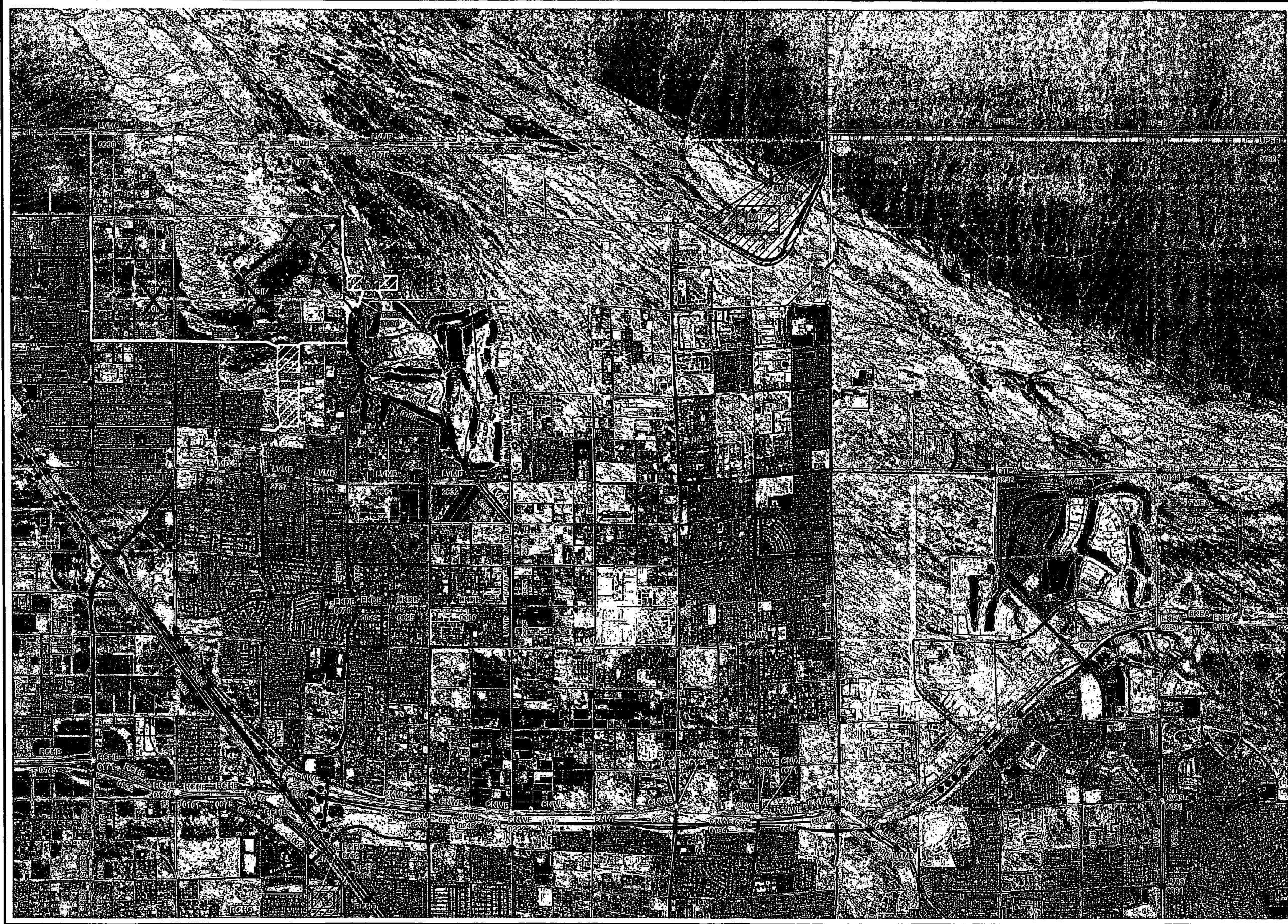


0 1,000 2,000 3,000 4,000 5,000
Feet

SCALE: 1 inch = 3000 feet



FLOOD CONTROL FACILITIES
FIGURE F-4A



**AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Fourth Supplemental Interlocal Contract 321d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding for Vegas Drive - Rancho Drive to I-15 (\$200,000 - Regional Transportation Commission of Southern Nevada) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$200,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

This Fourth Supplemental Interlocal Contract will increase design funding. This increase is due to costs created by construction conflicts and consequential delays. Regional Transportation Commission approved this contract at their February 10, 2005 Board meeting. Total cost of this project shall not exceed \$11,711,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract 321d

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

VEGAS DRIVE, RANCHO DRIVE TO I-15

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 16th day of March 2005 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised States, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Vegas Drive, Rancho Drive to I-15 located wholly within the CITY, has been approved by the RTC.

WHEREAS, the parties have executed an Interlocal Contract dated May 13, 1999 for the design and construction of Vegas Drive, Rancho Road to I-15 and Supplemental Interlocal Contracts dated October 11, 2001, November 13, 2003 and March 11, 2004; and

WHEREAS, the CITY desires to increase total project funding and receive a revised authorization to proceed for the Project; and

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

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

SECTION II - PROJECT COSTS

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$11,711,000 which includes all of the above items.
2. The CITY was previously granted "Authorization to Proceed" for \$1,654,000 engineering, \$25,000 for preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals, \$15,000 for right-of-way acquisition and \$9,817,000 for construction.
3. The CITY will receive an additional Authorization to Proceed for \$200,000 engineering at the time written authorization to proceed is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow for exceptions to the adopted policies and procedures of the RTC or the amount noted above.

All other terms of the Interlocal Contract dated May 13, 1999 and Supplemental Interlocal Contracts dated October 11, 2001 November 13, 2003 and March 11, 2004 shall remain unchanged.

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

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APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN
General Counsel

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

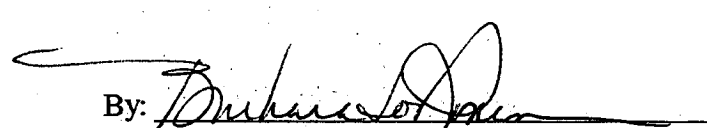
March 16, 2005

By: 
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

Thomas R. Green 2/17/05
Date

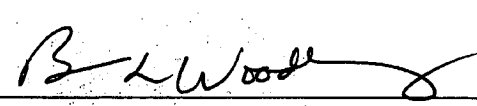
ATTEST:

By: 
BARBARA JO RONEMUS
City Clerk

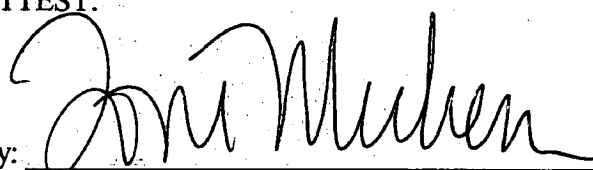
DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

2/10/05

By: 
BRUCE L. WOODBURY
Chairman

ATTEST:

By: 
TONI MICHENER
Executive Assistant

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Third Supplemental Interlocal Contract LAS09T04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase construction funding for the Freeway Channel Charleston Lateral (\$487,400 - Clark County Regional Flood Control District) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$487,400.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	CCRFCDD

PURPOSE/BACKGROUND:

This Third Supplemental Interlocal Contract LAS09T04 will increase construction funding for the Freeway Channel Charleston Lateral due to the bid being higher than the available funding. The Clark County Regional Flood Control District approved this contract at their February 10, 2005 Board meeting. Total cost of this project shall not exceed \$4,902,080.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract LAS09T04

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

FREEWAY CHANNEL, CHARLESTON LATERAL

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10th day of February, 2005 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

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

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

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

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

WHEREAS, the CITY desires to increase construction funding; and

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

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract dated February 12, 2004, and supplemental interlocal contracts dated May 20, 2004 and July 8, 2004 as follows:

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

SECTION II - PROJECT COSTS

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

1. Construction management at a cost not to exceed \$400,000.

2. Construction at a cost not to exceed \$4,502,080.
3. The total cost of the contract shall not exceed \$4,902,080 which includes all of the items described in the paragraphs above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraphs 13, 14, 15 and 16 shall be changed to read as follows:

SECTION III - GENERAL

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any person whomsoever, or against and from damage to or loss or destruction of property.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to May 24, 2006. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

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The remainder of the original Interlocal Contract dated February 12, 2004 and Supplemental Interlocal Contracts dated May 20, 2004 and July 8, 2004 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 10, 2005
ATTEST:

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

Carolyn Frazier
CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action: 3/16/05 CITY OF LAS VEGAS

ATTEST:

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

Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

Thomas L. Green 2/22/05
Date

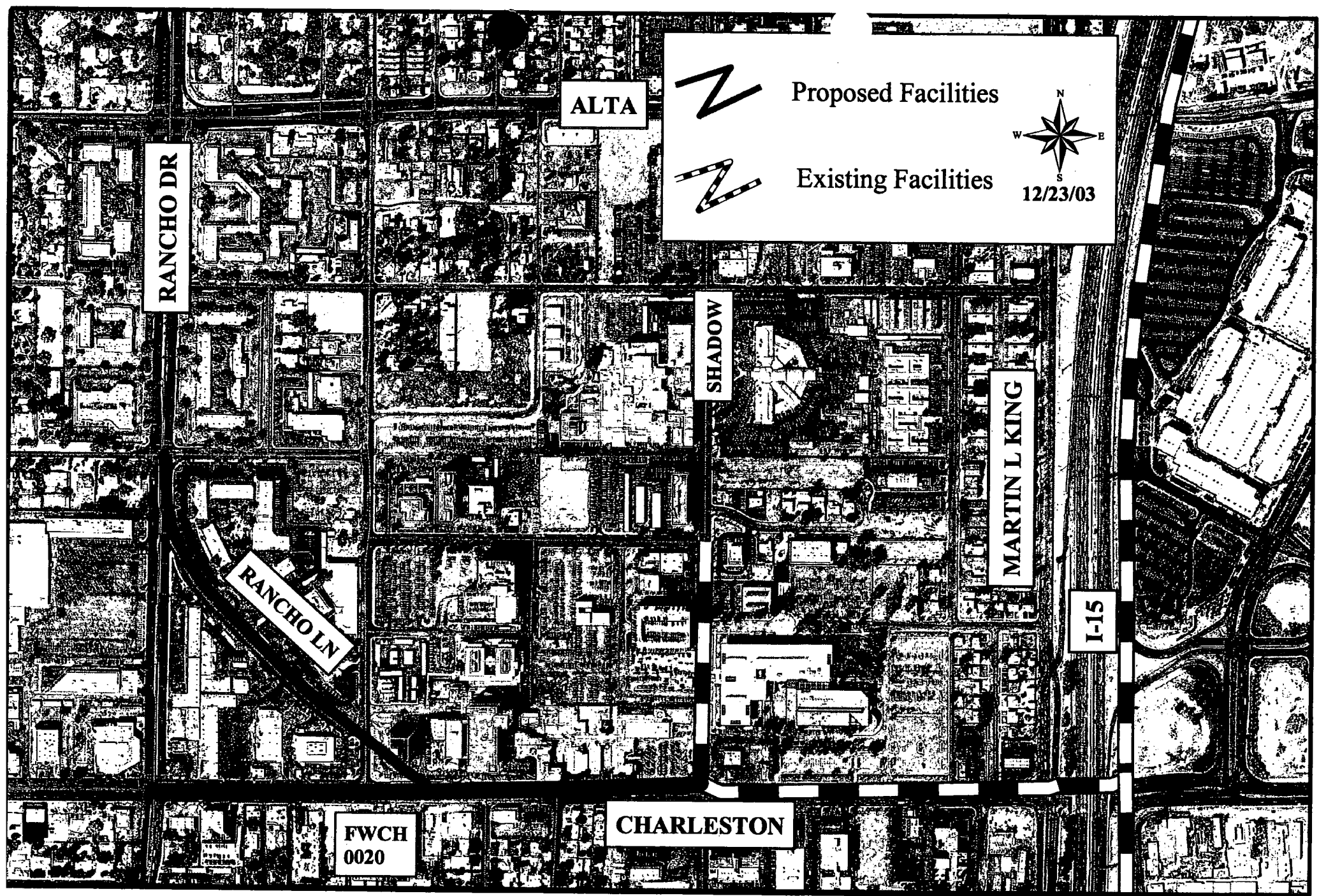


EXHIBIT A
Freeway Channel - Charleston Lateral

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Fifth Supplemental Interlocal Contract LAS19B01 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to reallocate funding within the Interlocal Contract for Owens Avenue System - Rancho Drive to I-15 - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Fifth Supplemental Interlocal Contract LAS19B01 for Owens Avenue System - Rancho Drive to I-15 will reallocate funding from construction to engineering. Construction conflicts and consequential delays increased engineering costs. The Clark County Regional Flood Control District approved this contract at their February 10, 2005 Board meeting. Total cost of this project shall not exceed \$4,727,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fifth Supplemental Interlocal Contract LAS19B01

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

**FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT
OWENS AVENUE SYSTEM - RANCHO DRIVE TO I-15**

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 10th day of February 2005 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 and 2002 Master Plan Structure No.'s LVOW 0000 and LVOW 0146 hereinafter referred to as "PROJECT"; and

WHEREAS, on April 12, 2001 the Board approved the PROJECT and set a priority for funding; and

WHEREAS, the DISTRICT now has sufficient funds for this PROJECT and is able to meet its obligation to fully fund the PROJECT; and

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

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

WHEREAS, the CITY wishes to reallocate funding and extend the completion date; and

WHEREAS, the DISTRICT entered into an Entity Advanced Funding Interlocal Contract on December 13, 2001, a First Supplemental Interlocal Contract on December 12, 2002, to reduce funding, a Second Supplemental Interlocal Contract on June 12, 2003 to change the funding source to the DISTRICT, and a Third Supplemental Interlocal Contract on December 11, 2003 to increase funding for construction, and a Fourth Supplemental Interlocal Contract on March 11, 2004 to increase funding for construction management; and

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

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

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

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

1. Construction costs shall not exceed \$4,215,742.
2. Construction Management shall not exceed \$511,258.
3. The total cost of this Contract shall not exceed \$4,727,000 which includes all Items described in Paragraph one and two above.
4. Sufficient DISTRICT funds are now available for the Project. Therefore, the DISTRICT is able to meet its obligation to fully fund the Project and reimburse the CITY for advanced Project costs, without interest, for eligible Project costs incurred after April 12, 2001.
5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
6. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL paragraphs 13, 14, 15 and 16 shall be revised to read as follows:

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results form injury to or death of any person whomsoever, or against and from damage to or loss of or destruction of property.
14. Any costs found to be improperly allocated to the PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 30, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated December 13, 2001, and Supplemental Interlocal Contracts dated December 12, 2002, June 12, 2003, December 11, 2003, and March 11, 2004 shall remain unchanged.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

February 10, 2005
ATTEST

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

Carolyn Frazier
CAROLYN FRAZIER, SECRETARY

APPROVED AS TO LEGALITY AND FORM:

Christopher Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

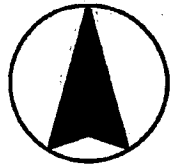
CITY OF LAS VEGAS

3/16/05
ATTEST

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

Barbara Jo Ronemus
BARBARA JO RONECUS, CITY CLERK

APPROVED AS TO FORM:
Thomas L. Green 2/22/05
Date



02/10/04

SIMMONS

LAKE MEAD

VEGAS

LVOW 0146

LVOW 0000

RANCHO

MLK

WASHINGTON

I-15

REC'D

OWENS AVENUE SYSTEM (RANCHO DRIVE TO I-15) EXHIBIT A

LAS.19.B.01

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Fifth Supplemental Interlocal Contract LAS10H98 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion to allow time for final billing for Gowan North Buffalo Branch - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Fifth Supplemental Interlocal Contract LAS10H98 for Gowan North Buffalo Branch will extend the date of completion to allow time for final billing. The Clark County Regional Flood Control District approved this contract at their February 10, 2005 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fifth Supplemental Interlocal Contract LAS10H98

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

**FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN NORTH BUFFALO BRANCH**

THIS FIFTH INTERLOCAL CONTRACT made and entered into as of the 10th day of February, 2005 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the project is comprised of regional facilities identified in the 1997 Master Plan Update of The Las Vegas Valley as GOBU 0000, GOBU 0032, GOBU 0058, GOOF 0775, and GOTE 0000, hereinafter referred to as "PROJECT"; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan Update as, Structures No. GOBU 0000, 0032, 0058, 0085, 0109, GOOF 0775 and GOTE 0000, hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, an Interlocal Contract was entered into March 12, 1998 and supplemented on May 13, 1999, February 10, 2000, January 10, 2002 and January 9, 2003 to provide funds for design engineering for the PROJECT; and

WHEREAS, the CITY wishes to extend the completion date of the PROJECT.

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

SECTION III – GENERAL paragraphs 12 and 15 shall be revised to read as follows:

SECTION III – GENERAL

12. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results form injury to or death of any person whomsoever, or against and from damage to or loss of or destruction of property.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated March 12, 1998 and Supplemental Interlocal Contracts dated May 13, 1999, February 10, 2000, January 10, 2002 and January 9, 2003 shall remain the same.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

February 10, 2005
ATTEST:

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

Carolyn Prazier
CAROLYN PRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

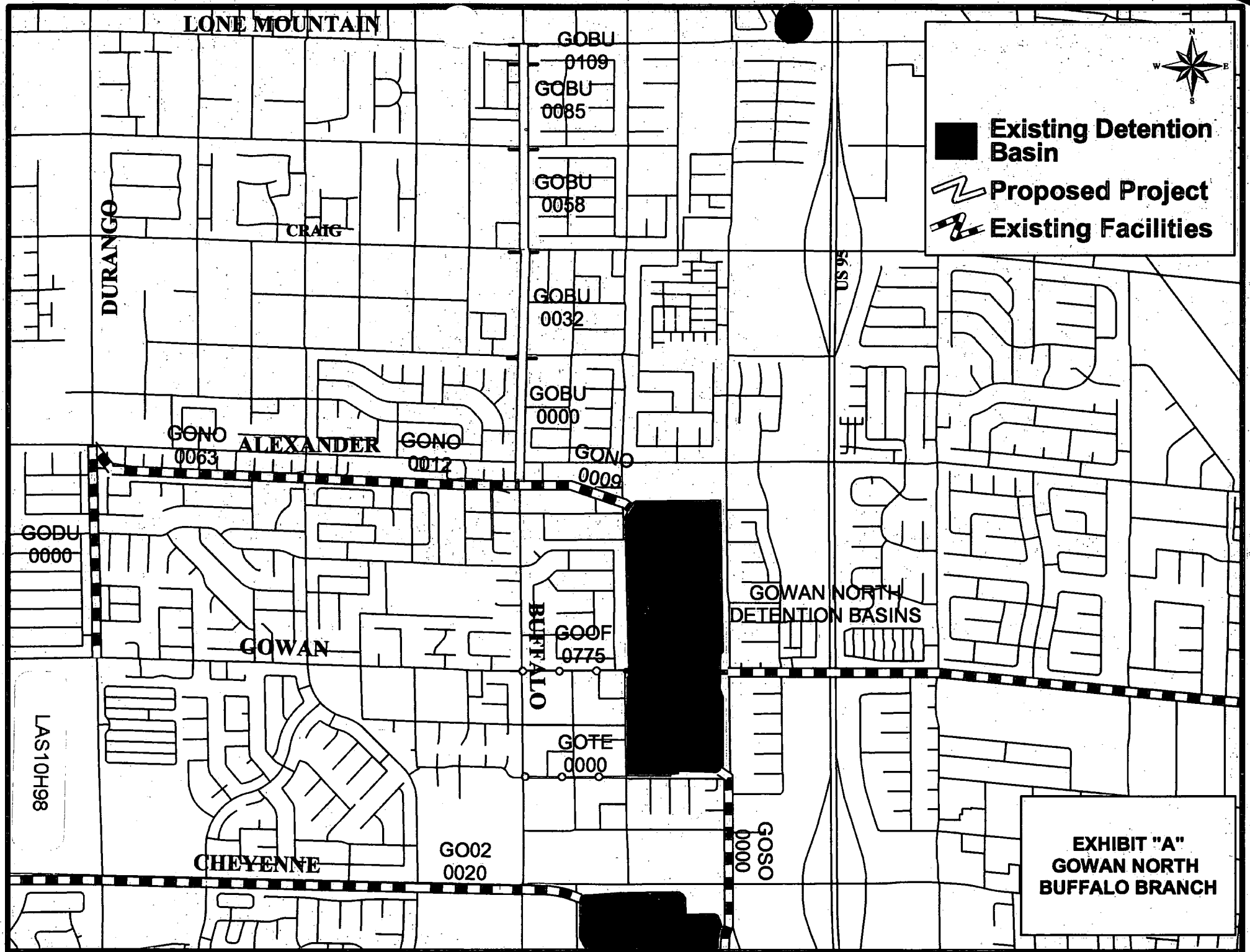
Date of Council Action: CITY OF LAS VEGAS

3/16/05
ATTEST:

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

Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:
Thomas R. Allen 2/22/05
Date



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County Water Reclamation District (District) to allow a temporary sewer connection to the City of Las Vegas 27-inch sewer in Sahara Avenue - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Clark County Water Reclamation District has a project to rehabilitate a section of the 21-inch sewer line along Sahara Avenue from Paradise Road to Market Street. This Interlocal Agreement will allow the District to have a temporary sewer connection to the City of Las Vegas' 27-inch sewer in Sahara Avenue during this project. The conditions for diverting and paying for this have been addressed in the attached Interlocal Agreement.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with MACK abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the 16th day of March, 2005 by and between CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT"), and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County.

WITNESSETH

WHEREAS, NRS 277.060 provides that one or more public agencies may enter into agreements for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the DISTRICT is proposing to rehabilitate its Sahara Interceptor sewer and needs a temporary sewer connection to the CITY's sewer near Sahara Avenue and Paradise Road; and

WHEREAS, the CITY owns and operates an existing 27-inch sewer line on Sahara Avenue east of Paradise Road, that has capacity for the DISTRICT's temporary sewer connection; and

WHEREAS, DISTRICT and CITY are willing to enter into An AGREEMENT whereby the CITY will provide temporary sewer service through a temporary sewer connection.

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

1. DISTRICT, at its own expense, shall pay for all costs for engineering, construction, permits and operation, maintenance, and removal of the temporary sewer connection.
2. DISTRICT shall provide the CITY thirty (30) days notice prior to diverting flow to the CITY.
3. CITY shall transmit and treat the DISTRICT sewerage, now estimated to be 1.5 million gallons per day (mgd) average flow with peak flow of 2.5, through its collection system and at its wastewater treatment system. Not more than sixty (60) days and at least thirty (30) days before the temporary sewer connection is to be used, the DISTRICT shall measure the flow to be diverted for a continuous seven (7) day period; this confirmed or revised flow shall be used to calculate payment as set forth in No. 4 below.
4. DISTRICT shall pay the CITY an amount per calendar day to treat the DISTRICT sewage at the CITY's wastewater treatment plant. The amount per calendar day shall be calculated as follows: Average flow (as measured prior to connection) x \$580 per million gallons = calendar day cost. The DISTRICT shall pay the calendar day cost commencing on the first day that the temporary sewer connection is in operation.

5. This agreement shall be for a term of one year or when the temporary sewer connection is removed, which ever should first occur.
6. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this AGREEMENT.
7. This AGREEMENT shall not be deemed to be for the benefit of any entity or person who is not a party hereof, and neither this AGREEMENT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.
8. Pretreatment. The DISTRICT shall enforce applicable DISTRICT and federal industrial pretreatment regulations for that portion of DISTRICT wastewater received by the CITY and both parties shall abide by the Pretreatment Memorandum of Agreement dated March 18, 1992.
9. DISTRICT shall remove the temporary connection and make any needed repairs to the CITY's facilities immediately upon termination of this agreement.
10. As required by NRS 41.0321, CITY and DISTRICT, and their officers and employees are immune from liability for any breach of this AGREEMENT caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the CITY or the DISTRICT, or their officers or employees, regardless of the cause of the error.
11. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

IN WITNESS OUR HANDS the day and year first written.

ATTEST:

BOARD OF TRUSTEES

CLARK COUNTY WATER RECLAMATION DISTRICT

By: _____

By: Chuck Ethridge 2/28/05

CHUCK ETHRIDGE, Acting General Manager

ATTEST:

CITY OF LAS VEGAS

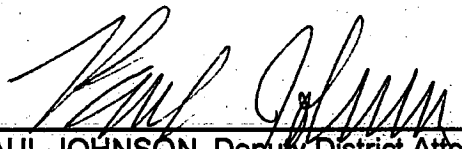
By: Barbara Jo Ronemus

BARBARA JO RONEMUS, City Clerk

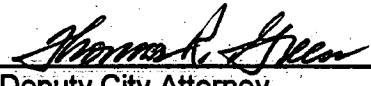
By: Oscar B. Goodman

OSCAR B. GOODMAN, Mayor

APPROVED AS TO LEGALITY ONLY


PAUL JOHNSON, Deputy District Attorney

APPROVED AS TO FORM

 3/1/05
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to appraise and purchase or condemn right-of-way parcels for the Lone Mountain Lift Station project on the north side of Lone Mountain Road, west of Decatur Boulevard (\$20,000 - Sanitation Funds) - Ward 6 (Mack)

Fiscal Impact:

☐

No Impact

Amount:

\$20,000.00

☒

Budget Funds Available

Dept./Division:

Public Works/City Engineer

☐

Augmentation Required

Funding Source:

Sanitation Funds

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Rule 9 Line Extension Agreement with Nevada Power Company (NPC) for the installation of NPC facilities to provide power for streetlight and traffic signal services for the Durango Drive Phase 4, Special Improvement District 1503 project (Durango Drive - Tropical Parkway to I-215) (\$16,344 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)

Fiscal Impact:

☐ No Impact	Amount:	\$16,344.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

The City is constructing the Durango Drive Phase 4, Special Improvement District 1503 project. The agreement is necessary so that Nevada Power Company can provide service for streetlights and traffic signals constructed with the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Rule 9 Line Extension Agreement

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: **APPROVED** under separate action (see individual item)

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Item 41: **ABEYANCE** to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057



RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/03/2003**

BASIS

WHEREAS, Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

WHEREAS, Applicant owns or controls and has requested an "Extension" or "Line Extension," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows:

NOW, THEREFORE, it is agreed by and between the Parties as follows:

This Agreement, made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, party of the first part, hereinafter called 'Utility', and City of Las Vegas, party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. Applicant has applied to the Utility for the electric services at the following described property owned or controlled by Applicant, located in the County of Clark, State of Nevada, to-wit: DURANGO FROM TROPICAL TO I215.

B. The parties agree that said line extension shall be installed in accordance with the rule of the Commission, Utility's Rule No. 9, effective January 31, 2003. In order to provide such service, it will be necessary for the Utility to extend its lines a distance of 0 feet, as shown on the service design identified as DURANGO IMPROVEMENT PHASE 4 which is attached hereto as "**Exhibit A**" and made a part hereof. Applicant shall provide Utility with easements as required by Rule 9.

C. Utility estimates the design and construction of the Line Extension to be \$106,593.00. The amount advanced by Applicant ("Advance") upon execution of this Agreement is \$16,344.00 and is subject to the following:

That portion of Advance subject to refund, inclusive of tax per Rule 9 section B - 4 is \$13,155.00.

That portion of Advance, inclusive of tax, that is defined as a non-refundable Contribution In Aid of Construction (customer upgrades, relocations and removals) is \$151.00.

That portion of Advance, a non-cash contribution in aid of construction tax (trenching and substructures), that is not subject to refund is \$3,038.00 Per Rule 9 Section A-7.

All amounts required to be advanced by Applicant as referenced herein are subject to, and include, a tax gross-up as required pursuant to Utility's Rule 9, Section A - 18, as shown on the Contribution In Aid of Construction (CIAC) / Project Cost Worksheet, hereto as "**Exhibit B**" and made a part hereof.

The allowance pursuant to Rule 9, Section B - 3 is \$7,052.00.

D. The proportionate share advance, not discussed elsewhere, and which is subject to refund is to become a proportionate participant in an existing line extension, inclusive of the refundable advance. Contracts now in effect which this applicant now becomes a proportionate participant as per Rule 9, Section A - 16 are:

Contract No. _____	Dated _____	Expiration _____	Title _____

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/03/2003**

E. THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility. A copy will be mailed to Applicant at Applicant's address.

THIS CONTRACT IS CONTINGENT TO PROJECTS and / or completion of PROJECTS as Listed:

Project No. _____ Initiated _____ Title _____

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in Exhibit "A" and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

- i) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.
- ii) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.
- iii) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.6 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.7 Line Extension Project: the Utility facilities that will be added, altered, relocated or removed, as shown in Exhibit "A" Utility's design provided in accordance with section 3.1 herein.

1.8 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/03/2003**

2. Description and Design of Line Extension Project

2.1 Utility's Conceptual Engineering Design for the Line Extension Project is provided in Exhibit "A" hereto. Exhibit "A" may be amended from time to time by Utility to reflect changes.

3. Project Cost, Cash Advance and Refunds

3.1 Exhibit "B" hereto provides the components of the Costs of the said Line Extension Project. Payable by Applicant under this Agreement per the guidelines set forth in Rule 9.

3.2 Refunds: All refundable advances may not receive a 100% refund from original advance amount, refunds are based on allowances and proportionate share connections

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in Exhibit "B".

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities, resulting from or arising out of:

- i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
- ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- iii. That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under Exhibit "A", then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Section A.25 of Rule 9.

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant, as defined by "Exhibit A" under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/03/2003**

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Section A-10 of Rule 9.

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

b) An act or omission is not deemed to be beyond a Party's control if it is:

- i. Related to any payment obligation,
- ii. Caused by normal wear and tear, or
- iii. Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/03/2003**

- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission, as for the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**
Project No: **0000173930**
Date Prepared: **11/03/2003**

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated Per Rule 9 section 5.

13.2 This Agreement shall commence upon the signing of the UTILITY and shall terminate without further notice five (5) years from execution date. Applicant shall not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9 section 4.

13.3 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;
- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.



RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**
Project No: **0000173930**
Date Prepared: **11/03/2003**

	UTILITY	Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	400 east Stewart Las Vegas, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E. LONE MOUNTAIN RD LAS VEGAS, NV 89031	
	MS: 94B	
Tax ID #		88-6000-1-98
Project Coordinator	KATHLEEN CUNNINGHAM	JOE CHRISTENSEN
Telephone	702/657-4313	
Cellular Telephone		
FAX		
Email Address	KC11292	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

City of Las Vegas

By: *Trisha Garvin*

By: *Oscar B. Goodman*

Name: TRISHA GARVIN

Name: OSCAR B. GOODMAN

Title: Team Leader, New Business LVN

Representing: CITY OF LAS VEGAS

Date: 2-10-05

Title: Mayor

Date: 3/16/2005

Attest:

By: *Barbara Jo Ronemus*

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Norman R. Allen 2/24/05
Date

NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000173930 Title: DURANGO IMPROVEMENT PHASE 4 Units: 4 KVA: 77
 Contract Type: Line Extension Agreement Coordinator: KATHLEEN CUNNINGHAM Version Nbr: 1

COST ESTIMATE SUMMARY				
Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	\$16,494	\$8,224	\$2,052	\$8,270
Material & Overhead	\$43,979	\$12,181	\$0	\$31,798
DCA	\$0	\$0	\$0	\$0
Trenching	\$46,120	\$0	\$0	\$46,120
Permits	\$0	\$0	\$0	\$0
Salvage	\$0	\$(1,922)	\$(1,922)	\$0
Total	\$106,593	\$18,483	\$130	\$86,188

ADVANCE CALCULATION			
Cost Item	Refundable Cost	Cost Item	Non-Refundable Cost
Applicant Refundable Cost	\$18,353	Applicant Non-Refundable Cost	\$130
Equal Participant	\$0	Applicant Non-Refundable (Not Subject To Allowance.)	\$0
Proportionate Share	\$0	Non-Refundable	\$130
Refund Subject To Allowance	\$18,353	(Subject To Allowance)	
Allowance	\$7,052	Excess Allowance	\$0
Adjusted Applicant Cost	\$11,301	Adjusted Non-Refundable	\$130
		Less Upgrade	
		Applicant Non-Ref. (Not Subj Allow)	\$0
		Attachments To Existing (LE/MP)	\$0
Total Refundable	\$11,301	Revisions Not Collected	\$0
		Total Non-Refundable Cost	\$130

ADVANCE SUMMARY			
Refundable Advance		Current Tax Rate	<u>16.4060%</u>
Non-Taxable Advance	\$0	Total Non-Taxable	
Taxable Advance	\$11,301	Total Taxable (Less Tax)	\$11,431
Tax	\$1,854	Total Tax	\$4,913
Total Refundable Advance	\$13,155	Total Advance	\$16,344
Non-Refundable Advance			
Non-Taxable Advance	\$0		
Taxable Advance	\$130		
Tax	\$21		
Trench Tax	\$3,038		
Total Non-Refundable Advance	\$3,189		
Total Advance	\$16,344		

NEVADA POWER COMPANY

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer: _____

Project Name: DURANGO IMPROVEMENT PHASE 4

Project ID: 0000173930

Contract No.: _____ Tax ID: _____

Version: 1

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability.

The current tax rate is: 16.4060%

A) REFUNDABLE TAXABLE AMOUNT (252.000)

- ☒ CONTRACTS - LEA, MP 11,301
☐ ATTACH TO AN EXISTING LE/LEA/MP _____
☐ PRE-DESIGN _____

Total: 11,301

B) REFUNDABLE TAX (253.000)

(A) X 16.4060 = 1,854

D) NON-REFUNDABLE TAX (253.030)

(C) X 16.4060 = 21

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

- ☐ CONTRACT - CIAC OVER 20,000 _____
☒ CIAC (RELOCATION) UNDER 20,000 130
☒ CUSTOMER PAID OT _____
☐ UTILITY SHARED TRENCH _____
☐ CUSTOMER REVISION _____
☐ CUSTOMER UPGRADE _____
☐ ATTACHMENT TO EXISTING LE/MP 0

Total: 130

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution 18,518 X 16.4060

(Trench Tax) = 3,038

F) REFUNDABLE / NON-TAXABLE AMOUNT (252.000)

Total: 0

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

- ☐ FOR THE PUBLIC GOOD / TAX EXEMPT OVER _____
☐ FOR THE PUBLIC GOOD / TAX EXEMPT UNDER _____
☐ TEMPORARY POWER _____
☐ CUSTOMER PAID OT _____
☐ CUSTOMER REVISION _____

Total: 0

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

- ☐ CONTRACT CIAC REMOVAL OVER 20,000 _____
☐ NO CONTRACT REMOVAL UNDER 20,000 _____
☐ CUSTOMER PAID OT _____
☐ CUSTOMER REVISION _____

Total: 0

Total A) REFUNDABLE TAXABLE (252.000)

Total B) REFUNDABLE TAX (253.000)

Total C) NON-REFUNDABLE TAXABLE (107.000)

Total D) NON-REFUNDABLE TAX (253.030)

Total E) NON-REFUNDABLE TAX (253.090)

Total F) REFUNDABLE / NON-TAXABLE (252.000)

Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)

Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)

Total Advance

A = 11,301

B = 1,854

C = 130

D = 21

E = 3,038

F = 0

G = 0

H = 0

Customer Advance = 16,344

Please make check payable to Nevada Power Company.

Refundable advance plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: [Signature]

Date: 2-24-05

NEVADA POWER COMPANY: [Signature]

Date: 2-10-05

Rev. 08/08/01

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Interlocal Agreement 109344 with the Las Vegas Valley Water District (LVVWD) for the modification of existing water facilities and the installation of new water facilities in conjunction with the Elkhorn Road Overpass over US 95 project - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Interlocal Agreement will allow the City of Las Vegas to modify existing water facilities as well as construct new water facilities during construction of the Elkhorn Overpass over US 95 project. The water facility construction is necessary to allow for future connections to the water system without disturbing improvements to be constructed with the Elkhorn Overpass.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement 109344

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
ELKHORN ROAD AND U.S. 95 OVERPASS**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the City of Las Vegas plans to construct offsite improvements, generally located in Elkhorn Road, east of Durango Drive and in Elkhorn Road, west of Cimarron Road, which is designated as a public works improvement project; and

WHEREAS, the CITY desires to design and construct modifications to existing water facilities, new water facilities, and other appurtenant work as part of said project within the DISTRICT'S service area; and

WHEREAS, the DISTRICT is willing to permit the installation of new water facilities prior to the installation of pavement with the understanding that there is no commitment for future water service, nor is any property right in water granted under this Agreement; and

WHEREAS, the CITY and DISTRICT desire to coordinate construction of the improvements in a cost-effective manner pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

THE PARTIES AGREE:

The modification of existing water facilities, installation of new water facilities, or removal of obsolete DISTRICT water facilities made necessary by the public works project of the CITY will be in accordance with the following:

ARTICLE I

CITY AGREES:

- A. To provide engineering services for the design and construction of modifications to existing water facilities, new water facilities, and other appurtenant work or removal of obsolete water facilities and associated appurtenances, hereinafter called "WATER FACILITIES", within the DISTRICT'S service area, at its sole cost and expense, as shown on the plans entitled:

ELKHORN ROAD AND U.S. 95 OVERPASS

Utility Plan & Utility Details

- B. That installation of new WATER FACILITIES as shown on construction drawings described in Article I, paragraph A, to property without a water commitment requires that an AFFIDAVIT OF WAIVER AND CONSENT agreement be executed and recorded prior to the approval of construction drawings showing construction of the new WATER FACILITIES. A copy of the recorded document shall be furnished by the CITY to the DISTRICT.
- C. To abide by Nevada Revised Statutes, Nevada Administrative Code and the policies and directives of the State of Nevada-Bureau of Health, in all respects governing potable water systems pertinent to work performed by CITY as it relates to construction of WATER FACILITIES.

- D. To comply with the DISTRICT'S Service Rules, standards, and specifications as they pertain to the construction of WATER FACILITIES.
- E. To design, survey and construct said WATER FACILITIES in conformance with DISTRICT specifications and DISTRICT approved plans at its sole cost and expense.
- F. To provide three copies of the DISTRICT approved plans plus reproducible mylars and AutoCAD Version 10 or later .DWG file, for those sheets with WATER FACILITIES to be installed, modified, or removed, to the DISTRICT two weeks prior to the preconstruction conference.
- G. To provide engineering services to review and process shop drawings and cut sheets, when specified on the approved drawings. The DISTRICT will have a minimum seven (7) calendar day review period prior to the shop drawings being returned to the contractor. The CITY at its sole cost and expense will provide to the DISTRICT three complete bound sets of final approved shop drawings for items incorporated into the work within seven (7) calendar days of receipt from the contractor.
- H. That no construction of WATER FACILITIES will commence until improvement plans are approved for construction in writing by the DISTRICT. DISTRICT approval shall be indicated by an authorized DISTRICT signature on each sheet of the improvement plans which show construction of WATER FACILITIES. Any subsequent revisions or modifications to the WATER FACILITIES will require additional written authorization of the revision or modification by the DISTRICT prior to construction.
- I. To allow the DISTRICT to review and take appropriate action on all subsequent revisions or modifications to the approved plans which involve the WATER FACILITIES prior to the construction of WATER FACILITIES. No construction based on such revised or modified plans shall be commenced on WATER FACILITIES until the DISTRICT has approved the revisions.
- J. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- K. To disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT. Any connection to an existing main which may cause interruption of service shall be at the times specified by the DISTRICT on the approved drawings.
- M. Any interruption of service must be approved in writing prior to the start of construction. Interruption of service will generally be authorized to occur between the hours of 10:00 p.m. and 6:00 a.m., Sunday through Thursday, with 24 hours advance notice given to affected customers by the CITY'S contractor in the presence of a DISTRICT representative. The CITY shall require the contractor to provide a schedule for service interruptions. Temporary feeds may be required depending on the customer's water needs.
- N. Should any defective material or workmanship affecting the WATER FACILITIES installed by CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- O. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

- P. To provide all contract administration for the WATER FACILITIES at no expense to the DISTRICT.
- Q. That any of the WATER FACILITIES installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, may be used by the DISTRICT to deliver water to other real property as determined by the DISTRICT.
- R. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- S. To require its contractor to protect all existing WATER FACILITIES during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. That the DISTRICT, CITY, and their officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the DISTRICT, CITY, or their officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. To review and take appropriate action in a timely manner on improvement plan submittals and contract modifications affecting the WATER FACILITIES for the project designed in accordance with the provisions of this Agreement.
- B. To not unreasonably delay or withhold written approval of construction plans or subsequent revisions or modifications to approved plans.
- C. To provide inspection services in a timely manner for all DISTRICT approved WATER FACILITIES work completed and materials incorporated into the work to insure the requirements and intention of the plans and specifications are met, and report directly to the CITY'S designated representative.
- D. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- E. Upon receipt of Frontage Connection Charges from others, to refund to the CITY all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Twenty-three Thousand Twenty-six and no/100*****dollars (\$23,026.00) or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the CITY.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That this Agreement will pertain to the CITY'S project, which involves construction of modifications to existing WATER FACILITIES, installation of new WATER FACILITIES, and removal of obsolete WATER FACILITIES. Plans will be approved for construction by an authorized DISTRICT signature on each sheet of improvement plans which show construction of WATER FACILITIES. Any subsequent revisions or modifications to WATER FACILITIES will require additional written authorization of the revision or modification by the DISTRICT prior to construction.

- B. That this project shall have no water commitment by virtue of the installation of the new WATER FACILITIES. Future use of said WATER FACILITIES requires that a water commitment be obtained from the DISTRICT before the WATER FACILITIES can be utilized.
- C. That all WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- D. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- E. That the DISTRICT and the CITY will coordinate project design, construction, and construction inspection in a joint effort to insure timely completion of all work.
- F. The CITY agrees to advise each owner that if, when their property is developed, the location of any new WATER FACILITIES installed hereunder to serve such property is, for any reason, incompatible with such development, including without limitation being located under a driveway or at any other improper location, the DISTRICT will require that such new WATER FACILITIES be abandoned, at owner's sole cost and expense, at its connection to the water main in accordance with the DISTRICT'S standards and that the cost of installing any new WATER FACILITIES will be owner's sole responsibility.
- G. That CITY will provide the DISTRICT a minimum of 48 hours for review and response to special designs for changes to DISTRICT facilities required during construction. In the event of an emergency situation the DISTRICT will review changes on a priority basis. Said special designs must be submitted to the DISTRICT'S Engineering Services Division and approved prior to commencing construction of the work.
- H. That the CITY'S contract documents will require that all liability insurance be obtained by the contractors and identify both the CITY and the DISTRICT as additional insureds.
- I. That the DISTRICT will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees or agents arising under this Agreement and any action taken pursuant to this Agreement.
- J. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in the Agreement.
- K. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- L. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the modification of existing WATER FACILITIES, installation of new WATER FACILITIES, or removal of obsolete WATER FACILITIES in conjunction with the CITY'S project.
- M. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- N. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

- O. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 15th day of February, 2005.

APPROVED AS TO FORM:

Robert S. Givari 2-1-05
City Attorney

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

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

ATTEST:

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Non-Refundable Contribution in Aid of Construction Agreement with Nevada Power Company for Jones Boulevard - Rome Boulevard to Elkhorn Road (\$29,313 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$29,313.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

The City of Las Vegas is responsible for reimbursing Nevada Power Company for power pole relocations required for road improvements because Nevada Power Company has prior easement rights.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Non-Refundable Contribution in Aid of Construction Agreement

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000177811A**
Project No: **0000177811**
Date Prepared: **02/04/2005**

BASIS

WHEREAS, Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

WHEREAS, Applicant owns or controls and has "Service," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows: JONES BL BET ROME & ELKHORN.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

This Agreement, made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, party of the first part, hereinafter called 'Utility', and City of Las Vegas, party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. The Applicant has requested service which requires an advance payment to the UTILITY in the form of a contribution in aid of construction. The required advance is a non-refundable amount, subject to an estimate to actual cost True- up, as defined in Rule 9 section A -7, for the amount of \$ 29,313.00 (inclusive of tax) to provide service. A "Project Cost Work Sheet" is included, a copy of which is attached hereto as "**Exhibit B**", and is made a part hereof. The service work rendered upon the UTILITY facilities, as shown on the Design attached hereto as "**Exhibit A**" and made a part hereof.

B. THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility. A copy will be mailed to Applicant at Applicant's address.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000177811A
Project No: 0000177811
Date Prepared: 02/04/2005

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in Exhibit "A" and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

1.6 True up: The accounting process of comparing actual design, inspection and construction cost to serve against the estimated cost originated in the design process.

- a) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.
- b) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.
- c) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.7 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.8 Service Project: the Utility facilities that will be added, altered, relocated or removed, as shown in Exhibit "A" Utility's design provided in accordance with section 3.1 herein.

1.9 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

1.10 Project Agreements(s): additional written agreement(s) the Parties may enter into governing specific details of the Adjustments.

2. Description and Design of Project

2.1 Utility's Conceptual Engineering Design for the Project is provided in Exhibit "A" hereto. Exhibit "A" may be amended from time to time by the utility to reflect changes as required.

3. Project Cost, Cash Advance and True-Ups

3.1 Exhibit "B" hereto provides the Costs components of the Project, payable by Applicant under this Agreement. All estimated advances (exceeding \$20,000) are subject to an accounting adjustment, upon written request by the Applicant, to the Utility for a cash advance true up, per Rule 9 section A -7.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000177811A
Project No: 0000177811
Date Prepared: 02/04/2005

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in Exhibit "B".

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities:

- a) Resulting from or arising out of;
 - i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
 - ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- b) That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under Exhibit "A", then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Rule 9. Section A-25.

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Rule 9 Section A -10.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000177811A

Project No: 0000177811

Date Prepared: 02/04/2005

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

- a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- b) An act or omission is not deemed to be beyond a Party's control if it is:
 - i. Related to any payment obligation,
 - ii. Caused by normal wear and tear, or
 - iii Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

- a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.
- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000177811A
Project No: 0000177811
Date Prepared: 02/04/2005

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated.

13.2 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000177811A**
Project No: **0000177811**
Date Prepared: **02/04/2005**

- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.



**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: CIAC0000177811A
Project No: 0000177811
Date Prepared: 02/04/2005

	UTILITY	Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	400 E. STEWART LAS VEGAS, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E. LONE MOUNTAIN RD LAS VEGAS, NV 89031	
	MS: 10	
Tax ID #		88-6000-1-98
Project Coordinator	MANUEL OROCEO	CITY OF LAS VEGAS
Telephone	702/657-4316	
Cellular Telephone		
FAX		
Email Address	MO11903	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

City of Las Vegas

By: Adelma Thom

By: Oscar B. Goodman

Name: ADELMA THOM

Name: OSCAR B. GOODMAN

Title: Team Leader, New Business LVN

Representing: CITY OF LAS VEGAS

Date: 2-9-05

Title: Mayor

Date: 3/16/2005

Attest:

By: Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:
Thomas R. Green 2/24/05
Date

**NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")**

Project ID: 0000177811 Title: JONES BL POLE RELOC Units: 0 KVA: 0
Contract Type: CIAC Contract Coordinator: MANUEL OROCEO Version Nbr 1

COST ESTIMATE SUMMARY				
Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	\$28,983	\$24,441	\$24,441	\$4,542
Material & Overhead	\$5,951	\$4,992	\$4,992	\$959
DCA	\$0	\$0	\$0	\$0
Trenching	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Salvage	\$0	\$(120)	\$(120)	\$0
Total	\$34,934	\$29,313	\$29,313	\$5,501

ADVANCE CALCULATION			
Cost Item	Refundable Cost	Cost Item	Non-Refundable Cost
Applicant Refundable Cost	\$0	Applicant Non-Refundable Cost	\$29,313
Equal Participant	\$0	Applicant Non-Refundable (Not Subject To Allowance.)	<u>\$(29,313)</u>
Proportionate Share	<u>\$0</u>	Non-Refundable	\$0
Refund Subject To Allowance	\$0	(Subject To Allowance)	
Allowance	<u>\$0</u>	Excess Allowance	<u>\$0</u>
Adjusted Applicant Cost	\$0	Adjusted Non-Refundable	\$0
		Less Upgrade	
		Applicant Non-Ref. (Not Subj Allow)	\$29,313
		Attachments To Existing (LE/MP)	\$0
Total Refundable	\$0	Revisions Not Collected	<u>\$0</u>
		Total Non-Refundable Cost	\$29,313

ADVANCE SUMMARY			
Refundable Advance		Current Tax Rate	<u>31.0000%</u>
Non-Taxable Advance	\$0		
Taxable Advance	\$0	Total Non-Taxable	\$29,313
Tax	<u>\$0</u>	Total Taxable (Less Tax)	
Total Refundable Advance	\$0	Total Tax	
Non-Refundable Advance		Total Advance	\$29,313
Non-Taxable Advance	\$29,313		
Taxable Advance	\$0		
Tax	\$0		
Trench Tax	<u>\$0</u>		
Total Non-Refundable Advance	\$29,313		
Total Advance	\$29,313		

NEVADA POWER COMPANY

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer: _____

Project Name: JONES BL POLE RELOC

Project ID: 0000177811

Contract No.: _____

Tax ID: _____

Version: 1

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability.

The current tax rate is: 31.0000%

A) REFUNDABLE TAXABLE AMOUNT (252.000)

- ☐ CONTRACTS - LEA, MP
☐ ATTACH TO AN EXISTING LE/LEA/MP
☐ PRE-DESIGN

Total: 0

B) REFUNDABLE TAX (253.000)

(A) X 31.0000 = 0

D) NON-REFUNDABLE TAX (253.030)

(C) X 31.0000 = 0

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

- ☐ CONTRACT - CIAC OVER 20,000
☐ CIAC (RELOCATION) UNDER 20,000
☐ CUSTOMER PAID OT
☐ UTILITY SHARED TRENCH
☐ CUSTOMER REVISION
☐ CUSTOMER UPGRADE
☐ ATTACHMENT TO EXISTING LE/MP

Total: 0

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution 0 X 31.0000

(Trench Tax) = 0

F) REFUNDABLE / NON-TAXABLE AMOUNT (252.000)

Total: 0

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

- ☒ FOR THE PUBLIC GOOD / TAX EXEMPT OVER 25,526
☐ FOR THE PUBLIC GOOD / TAX EXEMPT UNDER
☐ TEMPORARY POWER
☐ CUSTOMER PAID OT
☐ CUSTOMER REVISION

Total: 25,526

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

- ☐ CONTRACT CIAC REMOVAL OVER 20,000 3,787
☐ NO CONTRACT REMOVAL UNDER 20,000
☐ CUSTOMER PAID OT
☐ CUSTOMER REVISION

Total: 3,787

Total A) REFUNDABLE TAXABLE (252.000)

Total B) REFUNDABLE TAX (253.000)

Total C) NON-REFUNDABLE TAXABLE (107.000)

Total D) NON-REFUNDABLE TAX (253.030)

Total E) NON-REFUNDABLE TAX (253.090)

Total F) REFUNDABLE / NON-TAXABLE (252.000)

Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)

Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)

Total Advance

A = 0

B = 0

C = 0

D = 0

E = 0

F = 0

G = 25,526

H = 3,787

Customer Advance = 29,313

Please make check payable to Nevada Power Company.

Refundable advance plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: _____

Date: _____

NEVADA POWER COMPANY: _____

Date: _____

Rev. 08/08/01

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of MTC 118, Incorporated, owner (southeast corner of Durango Drive and Elkhorn Road) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping on the east side of Durango Drive and the medians on Durango Drive between Elkhorn Road and Dorrell Lane. Also on the south side of Elkhorn Road and the medians on Elkhorn Road between Durango Drive and Grand Montecito Parkway, extending approximately 240 feet eastward from Grand Montecito Parkway to meet Town Center landscaping requirements for the proposed Montecito Marketplace. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (southeast corner of Durango Drive and Elkhorn Road)
2. Copy of Encroachment Exhibit "B" (Elkhorn Road at Grand Montecito Parkway)
3. Copy of Encroachment Exhibit "C" (Durango Drive north of Dorrell Lane)

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

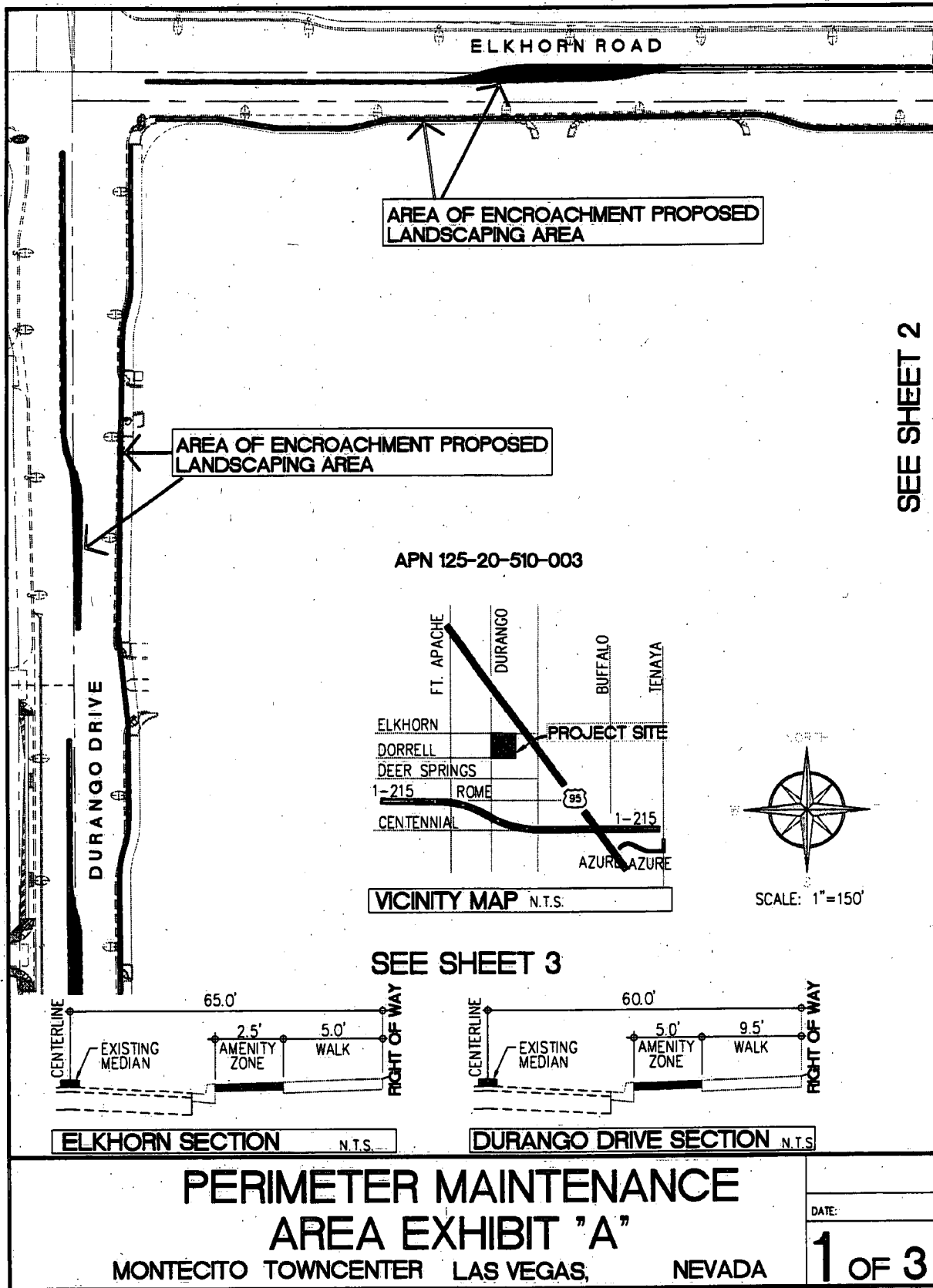
Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

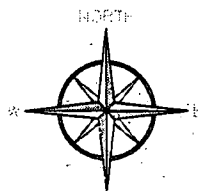
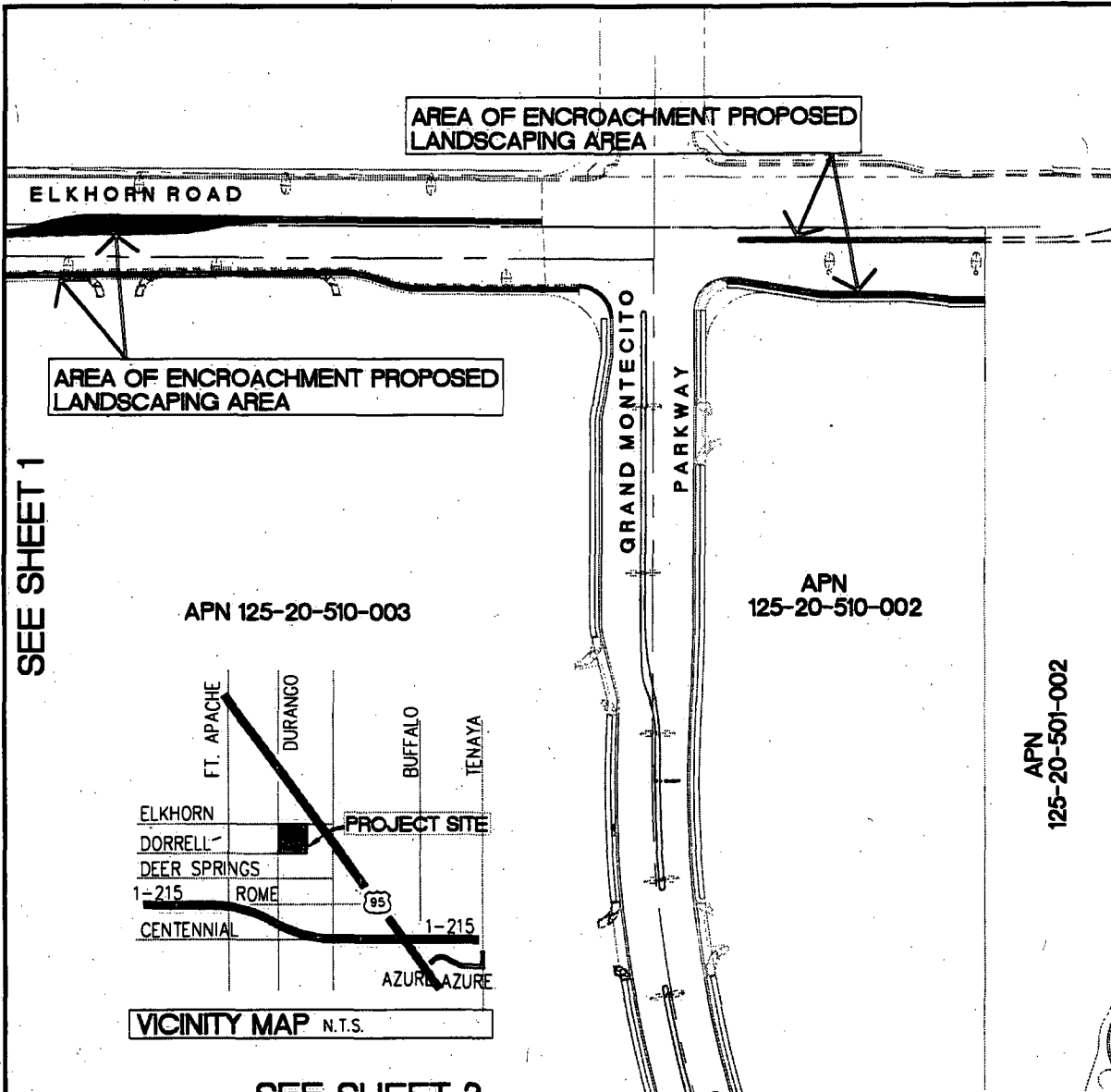
MINUTES:

There was no related discussion.

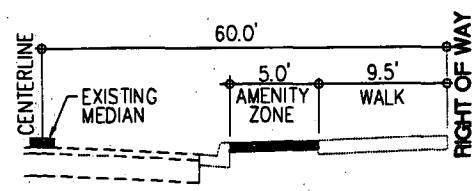
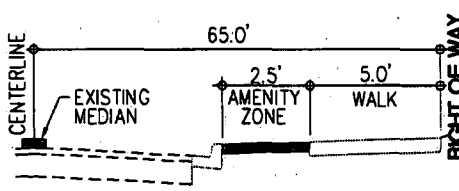
(9:38 - 9:40)

1-1057





SCALE: 1"=150'



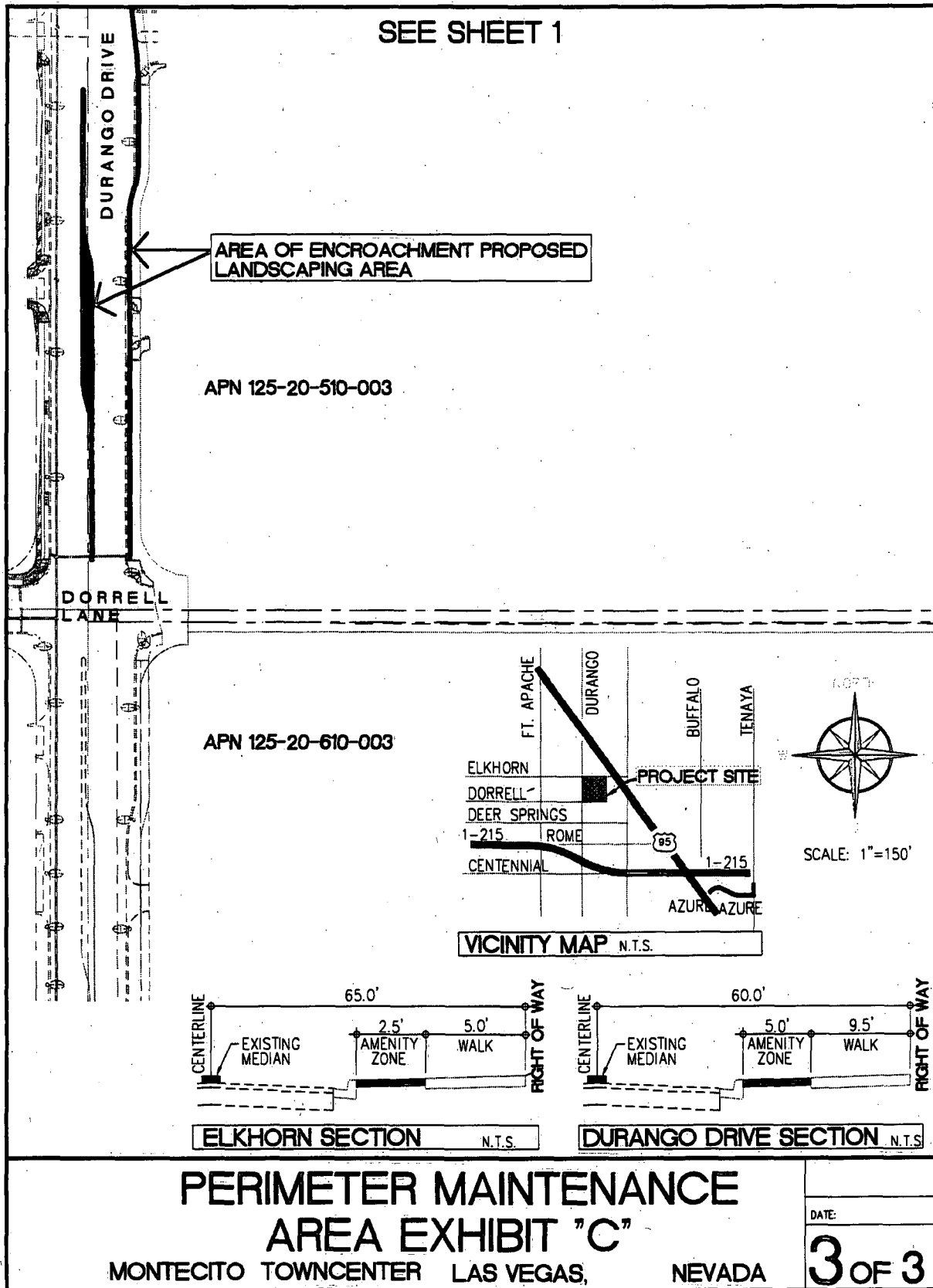
PERIMETER MAINTENANCE AREA EXHIBIT "B"

MONTECITO TOWNCENTER LAS VEGAS, NEVADA

DATE: _____

2 OF 3

SEE SHEET 1



PERIMETER MAINTENANCE AREA EXHIBIT "C"

MONTECITO TOWNCENTER LAS VEGAS,

NEVADA

DATE:

3 OF 3

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from AF Construction on behalf of Clark County, owner (Lewis Avenue between Casino Center Boulevard and Third Street) - Ward 1 (Tarkanian)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for an approximate 2.5 foot wide by 7 foot tall existing concrete wall on the south side of Lewis Avenue extending approximately 1 foot into the public right-of-way for the Regional Justice Center. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (area bound by Lewis Avenue, Casino Center Boulevard, Clark Avenue and Third Street)
2. Copy of Encroachment Exhibit "B" (typical section)

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

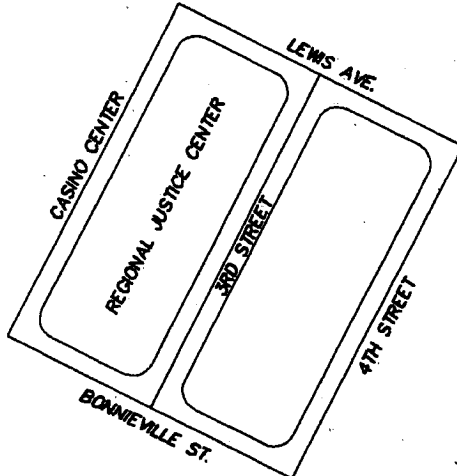
MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

EXHIBIT TO ACCOMPANY ENCROACHMENT APPLICATION



VICINITY MAP
N.T.S.

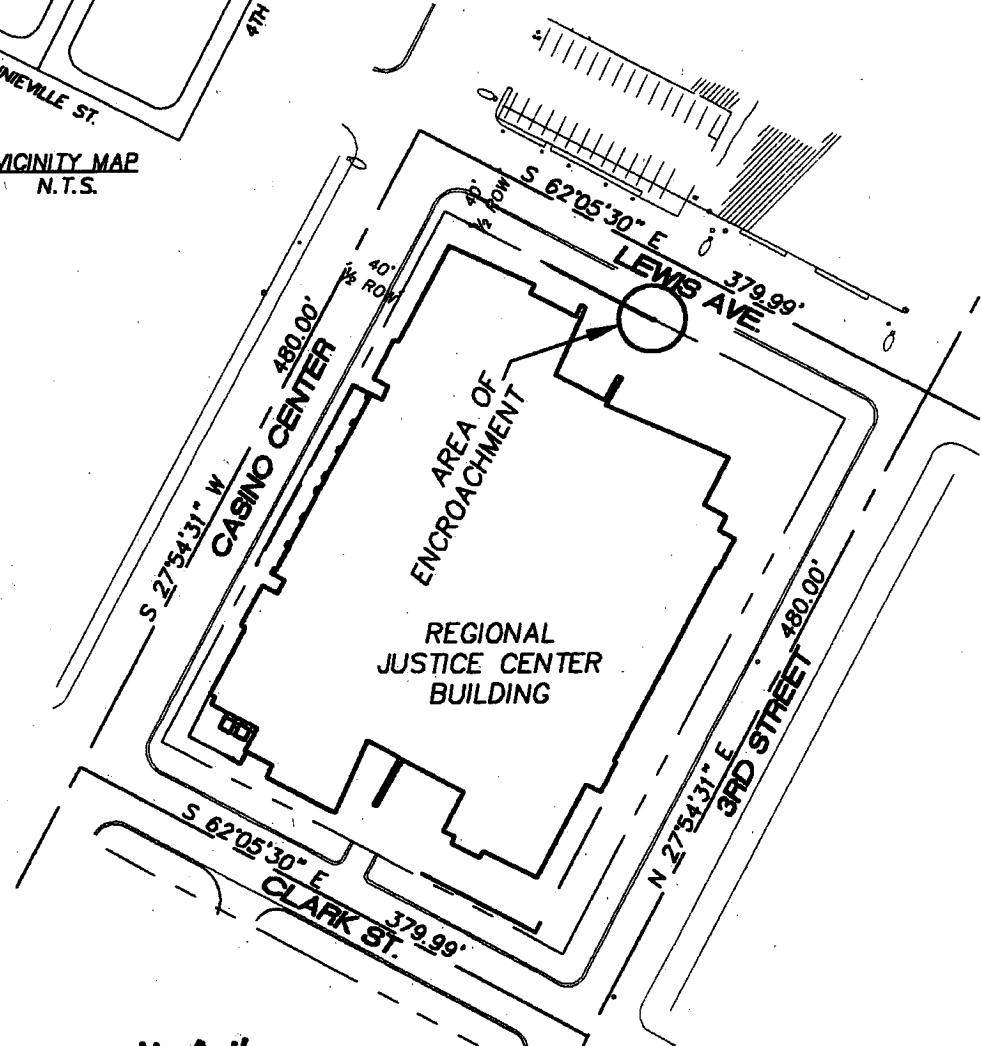
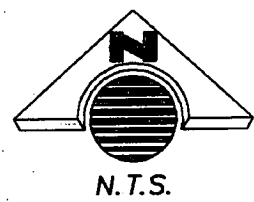


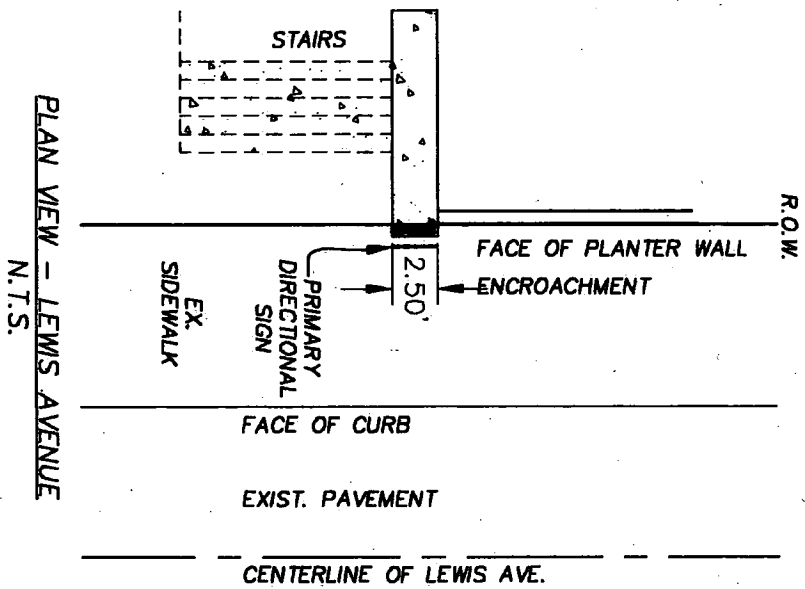
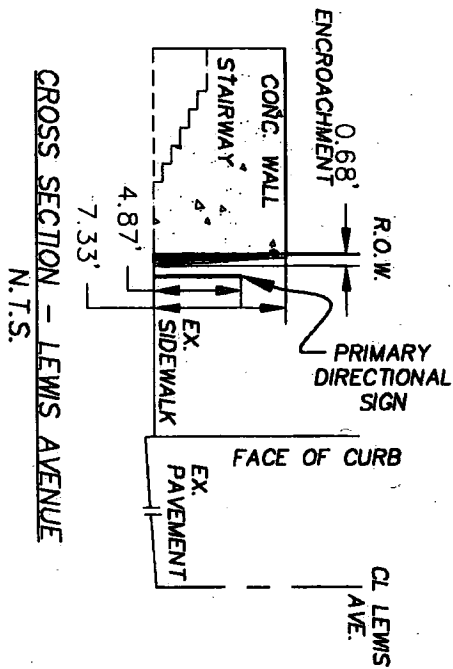
EXHIBIT "A"

PROJECT: P:\ACTIVE PROJECTS\495.073\EXHIBITS\EXH495073

SHEET 1 OF 2

HORIZON SURVEYS
 9901 COVINGTON CROSS DRIVE, SUITE 190
 LAS VEGAS, NEVADA 89144
 PHONE (702) 228-5088 FAX (702) 228-0677
 WWW.HORIZONSURVEYS.COM

EXHIBIT TO ACCOMPANY ENCROACHMENT APPLICATION



PROJECT: P: \ACTIVE PROJECTS\495.073_EXHIBITS\EXH495073

EXHIBIT "B"

SHEET 2 OF 2

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 180
LAS VEGAS, NEVADA 89144
PHONE (702) 228-5086 FAX (702) 228-0677
WWW.HORIZONSURVEYS.COM

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman & Turner, Incorporated, on behalf of Marcel C. Ezeoke and Uzoma G. Ezeoke, owners (southwest corner of Fort Apache Road and Hickam Avenue, APN 138-06-801-003) - County (near Ward 4 - Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect 4 single-family dwellings located at the southwest corner of Fort Apache Road and Hickam Avenue. The owners propose to connect to the 8-inch sewer line located in Hickam Avenue. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - UNANIMOUS with MACK abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

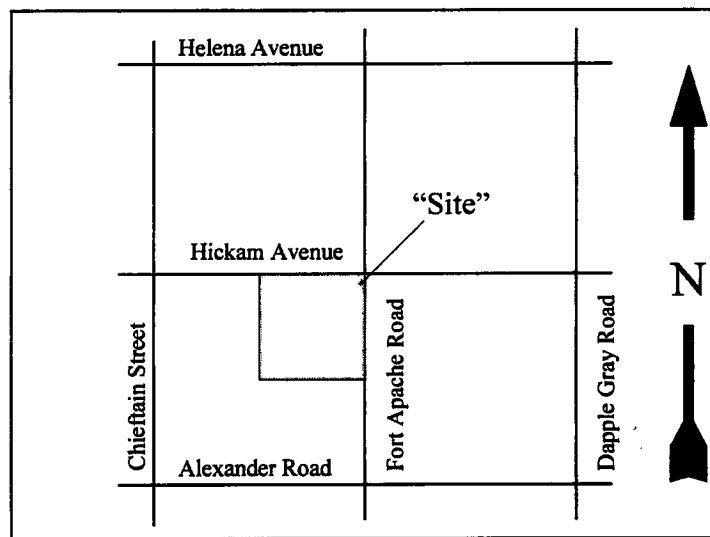
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – BAUGHMAN & TURNER,
INCORPORATED, ON BEHALF OF MARCEL C. EZEKE AND UZOMA
G. EZEKE, OWNERS (SOUTHWEST CORNER OF FORT APACHE
ROAD AND HICKAM AVENUE, APN 138-06-801-003)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 11th day of February, 2005; by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

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

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

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Ezeoke Marcel C. & Uzoma G. (approximately 2.50 acres – vacant land; Parcel No. 138-06-801-003 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

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

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

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

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

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

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

WITNESS OUR HANDS the day and year first above written.

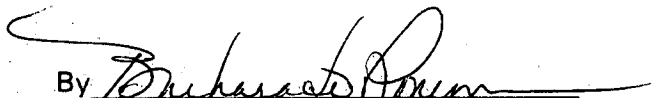
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
CHUCK ETHRIDGE, Acting General Manager

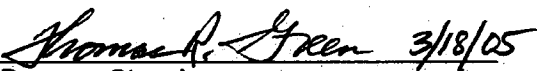
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

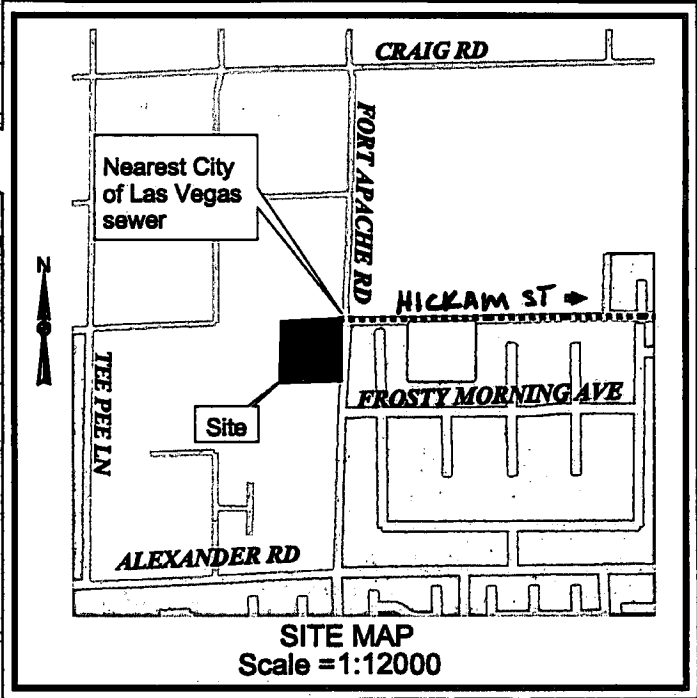
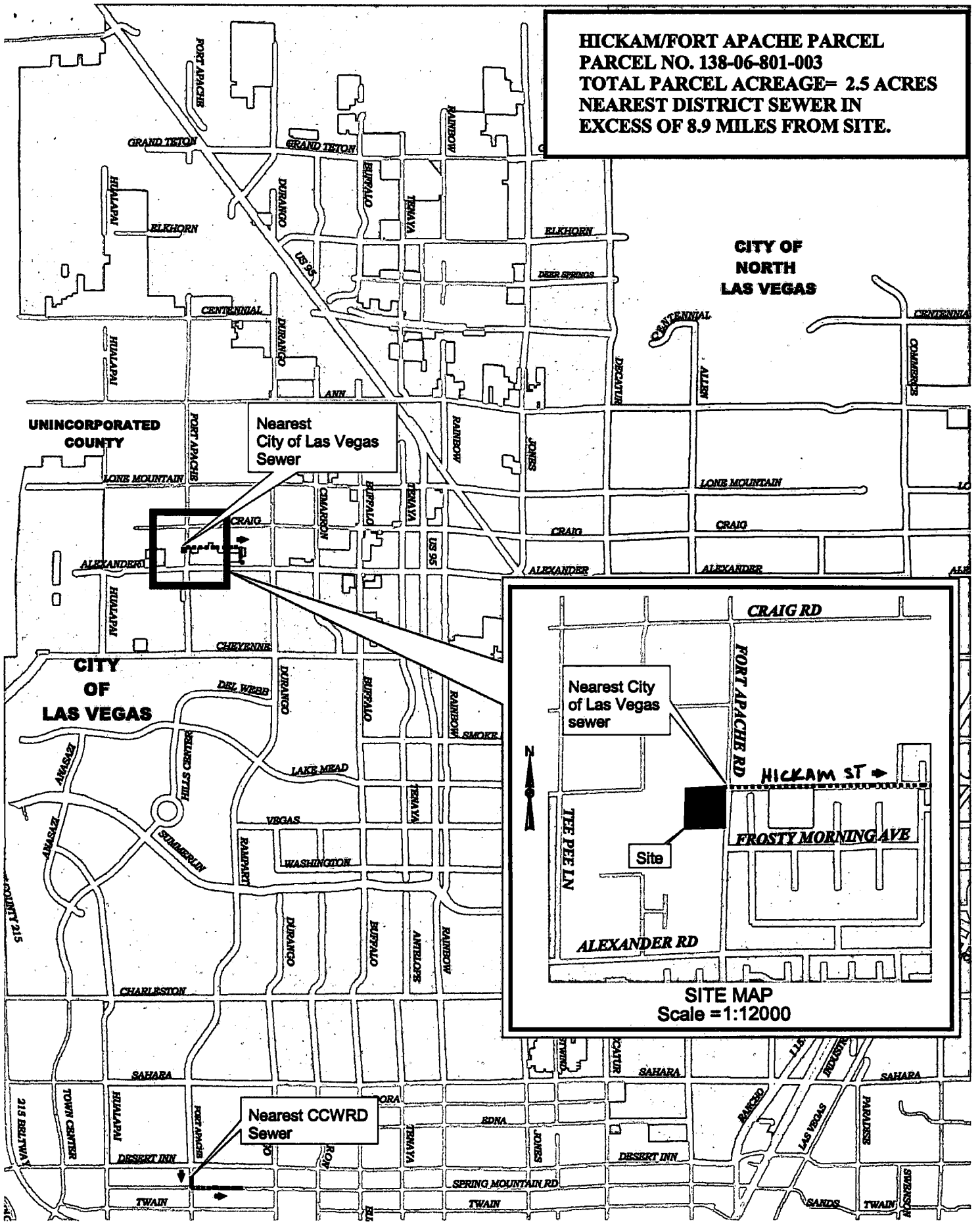
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  3/18/05
Deputy City Attorney

HICKAM/FORT APACHE PARCEL
PARCEL NO. 138-06-801-003
TOTAL PARCEL ACREAGE= 2.5 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8.9 MILES FROM SITE.



Nearest CCWRD Sewer

Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - D.L. Moore Construction, Incorporated, on behalf of Robert D. Hooke and Donna J. Hooke, owners (east of Jensen Street, south of Elkhorn Road, APN 125-19-102-016) - County (near Ward 6 - Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect a single-family dwelling located east of Jensen Street, south of Elkhorn Road. The owners propose to connect to the 12-inch sewer line in Elkhorn Road. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - UNANIMOUS with MACK abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

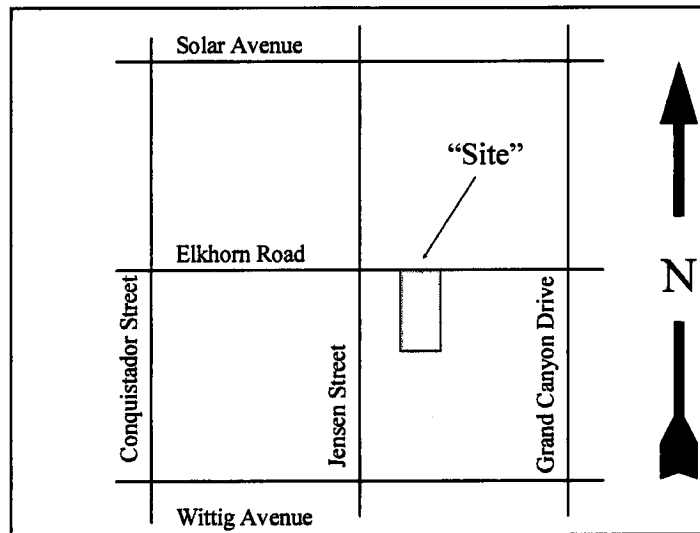
AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – D.L. MOORE CONSTRUCTION, INCORPORATED, ON BEHALF OF ROBERT D. HOOKE AND DONNA J. HOOKE, OWNERS (EAST OF JENSEN STREET, SOUTH OF ELKHORN ROAD, APN 125-19-102-016)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 22nd day of February, 2005, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

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

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

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Robert & Donna Hooke (approximately 0.46 acres – vacant land; Parcel No. 125-19-102-016 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

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

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

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

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

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

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

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Chuck Ethridge
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

By Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

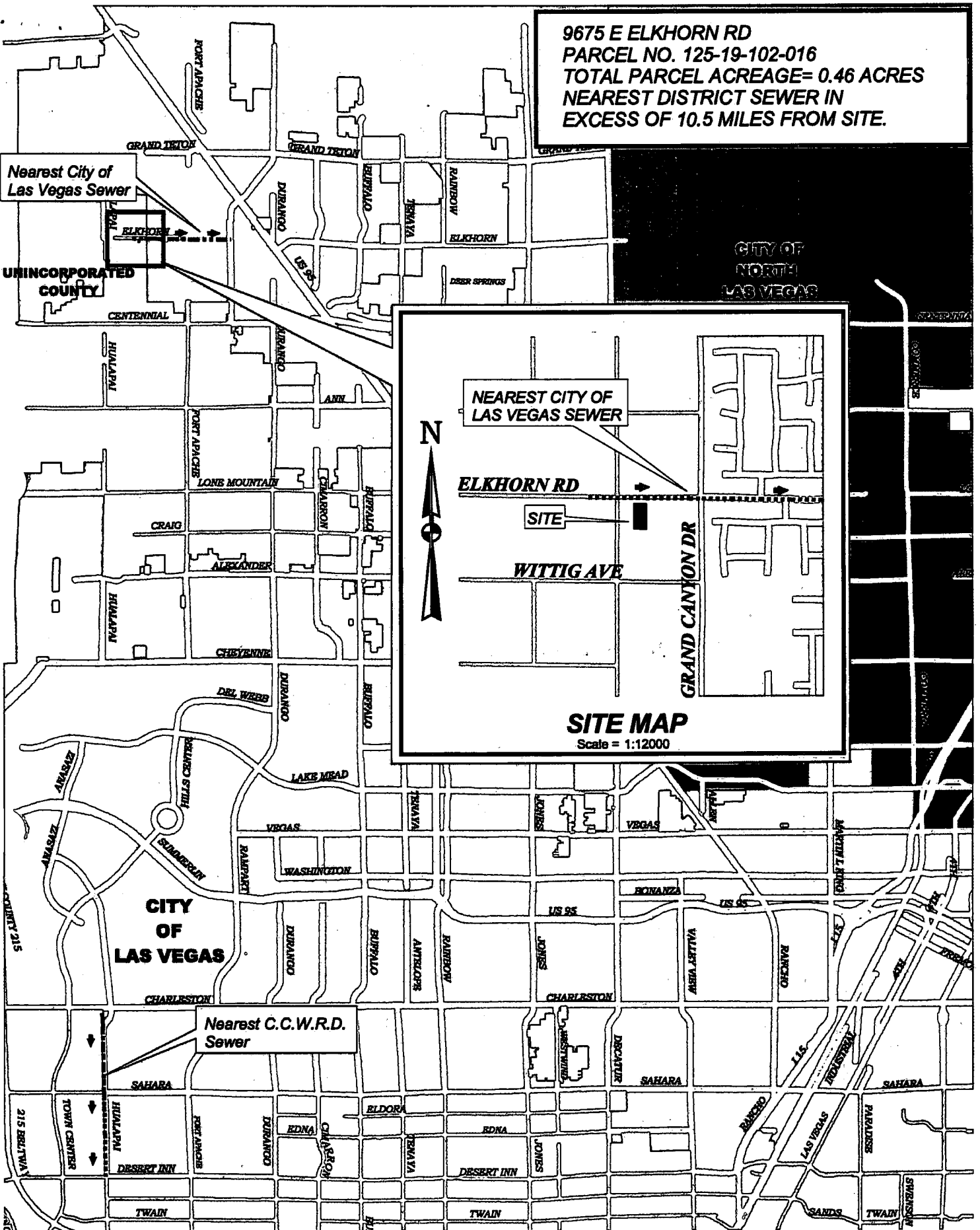
By Thomas R. Green 3/18/05
Deputy City Attorney

9675 E ELKHORN RD
 PARCEL NO. 125-19-102-016
 TOTAL PARCEL ACREAGE= 0.46 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 10.5 MILES FROM SITE.

Nearest City of
 Las Vegas Sewer

UNINCORPORATED
 COUNTY

CITY OF
 NORTH
 LAS VEGAS



NEAREST CITY OF
 LAS VEGAS SEWER

ELKHORN RD

SITE

WITTIG AVE

GRAND CANYON DR

SITE MAP

Scale = 1:12000



**CITY
 OF
 LAS VEGAS**

Nearest C.C.W.R.D.
 Sewer

Scale = 1:96000



 Clark County
 Water Reclamation
 DISTRICT

ILA #340 - EXHIBIT A

02/17/05

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-28-2005 - Approval of a Resolution directing the City Treasurer to prepare the First Assessment Lien Apportionment Report for Special Improvement District No. 1480 - Buffalo Drive Cheyenne Avenue to Lone Mountain Road) (Levy Assessments) - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, sidewalk, driveways, streetlights, storm drain, water laterals, water mains, sewer laterals, and sewer mains.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-28-2005

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

RESOLUTION NO. R-28-2005

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. 1480 (BUFFALO DRIVE) 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 said State; and

WHEREAS, by Ordinance No. 5357 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 5th day of September, 2001, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 1480 (Buffalo Drive)" (hereinafter the "District") for the purposes of providing for the construction and installation of pavement, curb and gutter, sidewalks, streetlights, driveway approaches, water laterals, water main, sewer laterals, sewer main, and storm drain (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. 5742 that was duly passed, adopted and approved
2 by the City Council on the 5th day of January, 2005, 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 such 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, those certain lots and parcels of property, identified by the Clark
14 County, Nevada, County Assessor's parcel numbers as Parcels 138-09-601-005 and
15 138-09-601-009, and are situate within the District, have been divided after the special
16 assessments were levied and divided into installments, and not all of those installments
17 have been collected or apportioned among other lots and parcels that may have been
18 created out of said Parcel after the assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that have been levied
22 upon the above-described Parcels among the several parts into which Parcels have been
23 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 16th day of March,
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 Ordinance No. 5742, levied upon those certain lots and parcels of
8 property and are situate within the District and are identified by the Clark County, Nevada,
9 County Assessor's parcel numbers as Parcels 138-09-601-005 and 138-09-601-009,
10 among the several parts into which said Parcels have been divided.

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

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

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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.

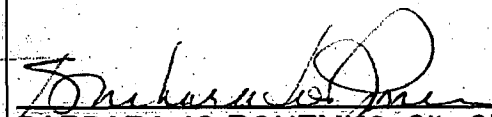
3 PASSED, ADOPTED AND APPROVED this 16th day of March, 2005.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9 3 MAR 2005 W 7:11 am
10 Date Deputy City Attorney

11 ATTEST:

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14 BARBARA JO RONEMUS, City Clerk
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-29-2005 - Approval of a Resolution approving the First Assessment Lien Apportionment Report for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (Levy Assessments) - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, sidewalk, driveways, streetlights, storm drain, water laterals, water mains, sewer laterals, and sewer mains.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-29-2005

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with MACK abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:38 - 9:40)

1-1057

RESOLUTION NO. R-29- 2005

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1480 (BUFFALO DRIVE); APPROVING THE FIRST ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 1480 (Buffalo Drive)" (hereinafter the "District"), for the purposes of providing for the construction and installation of pavement, curb and gutter, sidewalks, streetlights, driveway approaches, water laterals, water main, sewer laterals, sewer main, and storm drain (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 provision of Chapter 271 et seq., of the Nevada Revised Statutes that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon those certain lots or parcels of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels 138-09-601-005 and 138-09-601-009, among the several parts into which said Parcels

///

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

3 WHEREAS, the City Treasurer, on the 16th day of March, 2005, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "First Assessment Lien
5 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 1480 (Buffalo Drive)"; and

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

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 16th day of March,
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. 1480 (Buffalo Drive)", a copy of which is attached as Exhibit "A", is hereby approved
15 and adopted, as and for the City's plan for the apportionment of the uncollected and
16 heretofore unapportioned amounts of the special assessments that were levied upon
17 those certain lots and parcels of property that are situate within the District and are
18 identified by the Clark County, Nevada, County Assessor's parcel numbers as Parcels
19 138-09-601-005 and 138-09-601-009, among the several parts into which said Parcels
20 have been divided.

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

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

3 PASSED, ADOPTED AND APPROVED this 16th day of March, 2005.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8 3 MAR 2005 W H 
9 Date Deputy City Attorney

10
11 ATTEST:

12 
13 BARBARA JO RONEMUS, City Clerk

APN: 138-09-601-005
138-09-601-009

City of Las Vegas, Nevada
Special Improvement District No. 1480
(Buffalo Drive)

FIRST ASSESSMENT LIEN APPORTIONMENT REPORT
(March 16, 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 MAR 17 A 11:31

FIRST ASSESSMENT LIEN APPORTIONMENT REPORT

A. The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 138-09-601-005, in the amount of \$57,397.76, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION			PER PARCEL
APN	BLOCK	LOT	ASSESSMENT
138-09-619-001	1	1 ¹	\$ 4,099.84
138-09-619-002	1	2 ¹	\$ 4,099.84
138-09-619-003	1	3 ¹	\$ 4,099.84
138-09-619-004	1	4 ¹	\$ 4,099.84
138-09-619-005	1	5 ¹	\$ 4,099.84
138-09-619-006	1	6 ¹	\$ 4,099.84
138-09-619-007	1	7 ¹	\$ 4,099.84
138-09-619-008	1	8 ¹	\$ 4,099.84
138-09-619-009	1	9 ¹	\$ 4,099.84
138-09-619-010	1	10 ¹	\$ 4,099.84
138-09-619-011	1	11 ¹	\$ 4,099.84
138-09-619-012	1	12 ¹	\$ 4,099.84
138-09-619-013	1	13 ¹	\$ 4,099.84
138-09-619-014	1	14 ¹	\$ 4,099.84
TOTAL			\$ 57,397.76

¹ of Day Dawn Estates – Unit 4 as described in Book 116 of Plats, Page 95, in the office of the County Recorder, Clark County, Nevada.

B. The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 138-09-601-009, in the amount of \$53,652.80, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION			PER PARCEL
APN	BLOCK	LOT	ASSESSMENT
138-09-618-001	1	1 ¹	\$ 3,832.34
138-09-618-002	1	2 ¹	\$ 3,832.34
138-09-618-003	1	3 ¹	\$ 3,832.34
138-09-618-004	1	4 ¹	\$ 3,832.34
138-09-618-005	1	5 ¹	\$ 3,832.34
138-09-618-006	1	6 ¹	\$ 3,832.34
138-09-618-007	1	7 ¹	\$ 3,832.34
138-09-618-008	1	8 ¹	\$ 3,832.34
138-09-618-009	1	9 ¹	\$ 3,832.34
138-09-618-010	1	10 ¹	\$ 3,832.34
138-09-618-011	1	11 ¹	\$ 3,832.35
138-09-618-012	1	12 ¹	\$ 3,832.35
138-09-618-013	1	13 ¹	\$ 3,832.35
138-09-618-014	1	14 ¹	\$ 3,832.35
TOTAL			\$ 53,652.80

¹ of Day Dawn Estates – Unit 3 as described in Book 116 of Plats, Page 41, in the office of the County Recorder, Clark County, Nevada.

DATED this 16th day of March 2005.

I concur with the apportionments as stated above.

NEVADA HOMES GROUP, INC.



Paul A. Wagner IV, MANAGER

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: MARCH 16, 2005

DEPARTMENT: BUSINESS DEVELOPMENT**DIRECTOR: SCOTT D. ADAMS**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of a first amendment to the Exclusive Negotiating Agreement (ENA) between City Parkway V, Inc., and Related Las Vegas for the Union Park property bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Rail Road Rail line, APNs 139-34-110-002 and 003 - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Through a Request For Proposal process, Related Las Vegas has been selected as Master Developer to furtherance the development of the 61-acre parcel known as Union Park. City Council approved the execution of an ENA with Related Las Vegas on January 5, 2005. A deal point in the ENA was for the developer to prepare an independent market study for Phase 1 of the development. The first amendment would allow City Parkway V, Inc. to contract directly with its own consultant for the market study and the consultant's fee would be paid from the \$250,000 earnest money deposited by Related Las Vegas that is reserved for the payment of predevelopment expenses.

RECOMMENDATION:

The 3/15/2005 Real Estate Committee and staff recommend approval of authorization for the President of City Parkway to execute the amendment.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. First Amendment to the Exclusive Negotiating Agreement
3. Disclosure of Principals
4. Location Map

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

Under Item 3, **COUNCILMAN WOLFSON** reported that the Real Estate Committee met to review all the Real Estate Items on the Consent Agenda and joined with the recommendation of staff that each item be approved by the City Council.

(9:38 - 9:40)

1-1057

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

**ITEM DESCRIPTION: APPROVAL REGARDING FIRST AMENDMENT TO THE
EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN CITY PARKWAY V, INC. AND
RELATED LAS VEGAS FOR UNION PARK**

Execution of Exclusive Negotiating Agreement approved by City Council on January 5, 2005.

Related Las Vegas has deposited \$500,000 with City Parkway V, Inc., \$250,000 of which is reserved to pay for predevelopment expenses.

Agreement requires developer to prepare a market study for Phase 1 of the development.

First Amendment to the Exclusive Negotiation Agreement will allow City Parkway V, Inc. to contract directly with a consultant to perform the market study.

Related Las Vegas agrees to pay for the market study from the \$250,000 portion of the earnest money deposit reserved to pay for predevelopment expenses.

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT ("Amendment") is entered into as of the 16th day of March, 2005 by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV") and RELATED LAS VEGAS, LLC, a Delaware limited liability company ("Developer"), on the terms and provisions set forth below.

WHEREAS:

A. CPV and Developer entered into that certain Exclusive Negotiation Agreement dated January 5, 2005 (the "Agreement").

B. CPV and Developer mutually desire to amend the agreement as set forth in this Amendment in connection with the preparation of a certain market study.

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

1. Definitions. Any terms used in this Amendment which are capitalized but not defined herein shall have the same meaning as set forth in the Agreement.

2. Market Study. Subparagraph (f) of Section 3 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

(f) Market Analysis.

CPV will have prepared and submitted to Developer a market analysis for the overall development of Union Park. The market analysis will be submitted within 120 days of commencement of the Term. Developer shall pay the costs thereof in an amount not to exceed \$50,000.00. Developer agrees that CPV may apply \$50,000 of the

Good Faith Deposit (hereinafter defined) to pay for the cost of such study and analysis.

3. Miscellaneous.

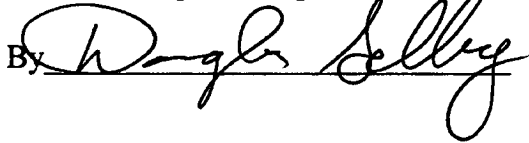
(a) Severability. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Amendment and the remaining provisions shall remain in full force and effect.

(b) Captions. The captions contained in this Amendment are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Amendment.

(c) Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

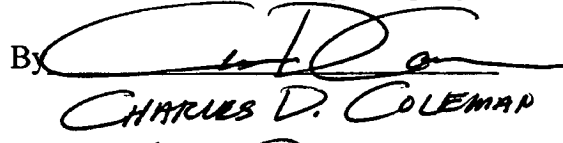
IN WITNESS WHEREOF, the parties hereto have caused this Agreement on the date set forth above.

CITY PARKWAY V, INC., a
Nevada nonprofit corporation

By 

Title President

RELATED LAS VEGAS, LLC,
a Nevada limited liability company

By 

Title VICE PRESIDENT

ATTEST:

APPROVED AS TO FORM:

 3/7/05

Attest:

By 
BARBARA JO RONEMUS, City Clerk

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
The Related Companies, L.P.	
Name	625 Madison Avenue
Address	NY, NY 10022
Telephone	212-421-5337
FIN/CDUNS	13-367-6645

Block 2	Description
Subject Matter of Contract/Agreement	
Union Park Master Developer	
RFP/No. 050006-DK	

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 2 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.	Stephen M. Ross	625 Madison Ave NYC, 10022	(212) 421-5333
2.	Jorge N. Perez		
3.	Kenneth A. Himmel	625 Madison Avenue, NY 10022	(212) 421-5333
4.	Jeff T. Blau	" " " " " " "	(212) 421-5333
5.	Martin S. Burger	" " " " " " "	(212) 421-5333
6.	Ronald W. Wackrow	" " " " " " "	(212) 421-5333
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 3 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document: _____

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



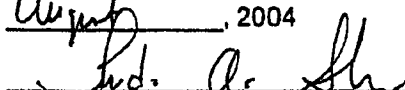
Martin S. Burger

Date

aug 25, 2004

Subscribed and sworn to before me this 25th day of

August, 2004



Notary Public

LINDA A. SHAY
NOTARY PUBLIC, State of New York
No. 4060142
Qualified in Suffolk County
Commission Expires August 25, 2006



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Easement and Rights-of-Way whereby Sierra Crossings Home Owners Association grants approximately 0.29 acres of land located south of Gilmore Avenue and west of the I-215 known as APN 137-12-697-029 to the City of Las Vegas (City) for a pedestrian bridge, walking path and drainage purposes - County (near Ward 4 - Brown) [NOTE: Correct ward designation of Ward 4 within City limits made at 3/15/2005 Real Estate Committee meeting]

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Easement is necessary for purposes of public safety and drainage purposes in the neighboring area.

RECOMMENDATION:

The 3/15/2005 Real Estate Committee and staff recommend approval.

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Site Map
3. Aerial Map

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - UNANIMOUS with MACK abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met to review all the Real Estate Items on the Consent Agenda and joined with the recommendation of staff that each item be approved by the City Council.

(9:38 - 9:40)

1-1057

EASEMENT AND
RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

SIERRA CROSSINGS HOME OWNERS ASSOCIATION

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **CITY OF LAS VEGAS**, a Municipal Corporation of the State of Nevada, Party of the Second Part, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR(S)**, for and in consideration of the sum of ONE dollar and 00/100 cents (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal and reconstruction of a pedestrian bridge, desert landscaping and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTEE(S)**, its successors and assigns agree that:

1. Said parcel may be improved and used for pedestrian walking path purposes and for utilities and drainage purposes;
2. The **GRANTEE** shall be liable for any construction and maintenance of any improvements placed upon said parcel due to the **GRANTEE's** necessary operations using reasonable care;
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTEE** or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

A.P.N. 137-12-697-029
GRANTOR:

Signator for GRANTOR(S) warrant that they have the legal authority to bind the parties hereto and GRANTOR(S) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this 23 day of February, 2005.

William D. Carver
WILLIAM D. CARVER, President
Sierra Crossings HOA

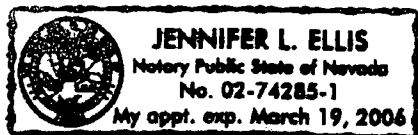
Adrian D. Jones
ADRIAN D. JONES, Treasurer
Sierra Crossings HOA

STATE of NV)
) ss.
COUNTY of Clark)

On February 23, 2005, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared William D. Carver & Adrian D. Jones known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

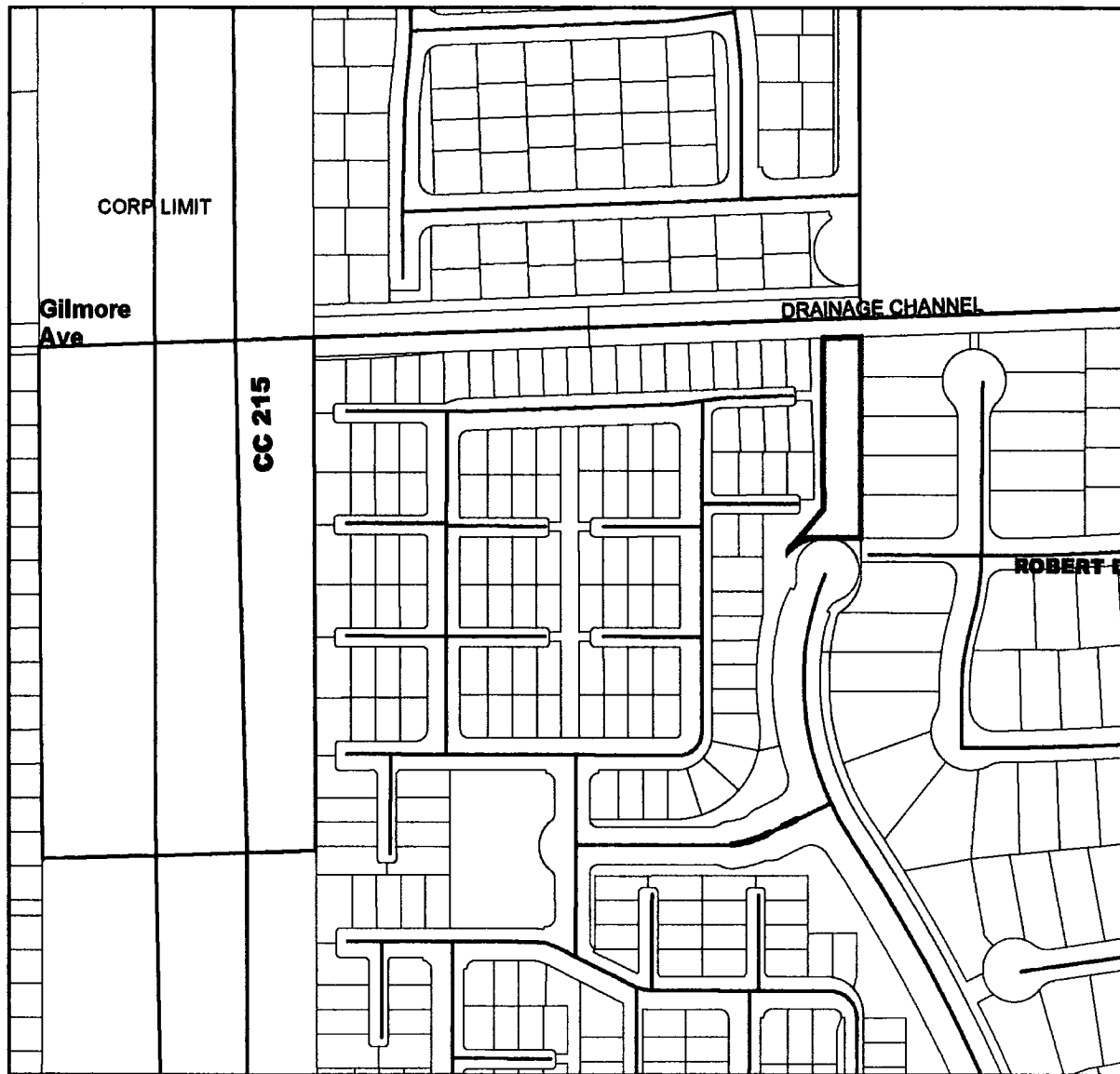
Jennifer L. Ellis
Notary Public



Notary Stamp/Seal Above

FOR LVVWD USE ONLY

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89153
RETURN TO - WILL CALL



Site Map

Legend

-  137-12-697-029
-  Street Centerline
-  Parcels

Real Estate & Asset Mgmnt



3/2/05



Aerial Site Map

Real Estate & Asset Mgmt



2/23/05

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of a Grant, Bargain, Sale Deed whereby the City of Las Vegas (City) grants approximately 21,587 square feet of land to Astoria Alexander LLC, (Astoria) on APN 137-12-297-028 located on Gilmore Avenue east of Cliff Shadows Parkway and west of the I-215 - County (near Ward 4 - Brown) [NOTE: Correct ward designation of Ward 4 within City limits made at 3/15/2005 Real Estate Committee meeting]

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In 9/04 Council approved the City accepting title to this property from Astoria. This was a remnant piece of property from their development on the north side. The intent of the City accepting the property was to use for access and drainage purposes for the development of the property on the south side. Astoria now has purchased the property to the south and we wish to deed this property to Astoria for access and drainage purposes. Astoria will pay all escrow costs and transfer expenses.

RECOMMENDATION:

The 3/15/2005 Real Estate Committee and staff recommend approval.

BACKUP DOCUMENTATION:

1. Grant, Bargain, Sale Deed
2. Site Map
3. Aerial Map
4. Disclosure of Principals
5. Letter dated 12/21/04

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - **UNANIMOUS** with **MACK** abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents **RON** and **JUDY MACK**

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

Under Item 3, **COUNCILMAN WOLFSON** reported that the Real Estate Committee met to review all the Real Estate Items on the Consent Agenda and joined with the recommendation of staff that each item be approved by the City Council.

(9:38 - 9:40)

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES - Continued:

1-1057

A.P.N.: **137-12-297-028**
Previously ptn of 137-12-201-014

R.P.T.T.: **EXEMPT**

When Recorded Mail To: Mail Tax Statements To:

ASTORIA ALEXANDER LLC
10655 Park Run Drive, Suite 200
Las Vegas, NV 89144

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Las Vegas, a Municipal Corporation of the State of Nevada

do(es) hereby *GRANT, BARGAIN and SELL* to

Astoria Alexander LLC, a Nevada Limited Liability Company

the real property situate in the County of Clark, State of Nevada, described as follows:

**Lot CLV-1 in Astoria at Lone Mountain Final Map Book 118 Page 0004
recorded June 30, 2004.**

Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

**The City of Las Vegas, a Municipal Corporation of the
State of Nevada**

By: _____
Oscar Goodman, Mayor

APPROVED AS TO FORM:

Sharon P. Green 2/22/05
Date

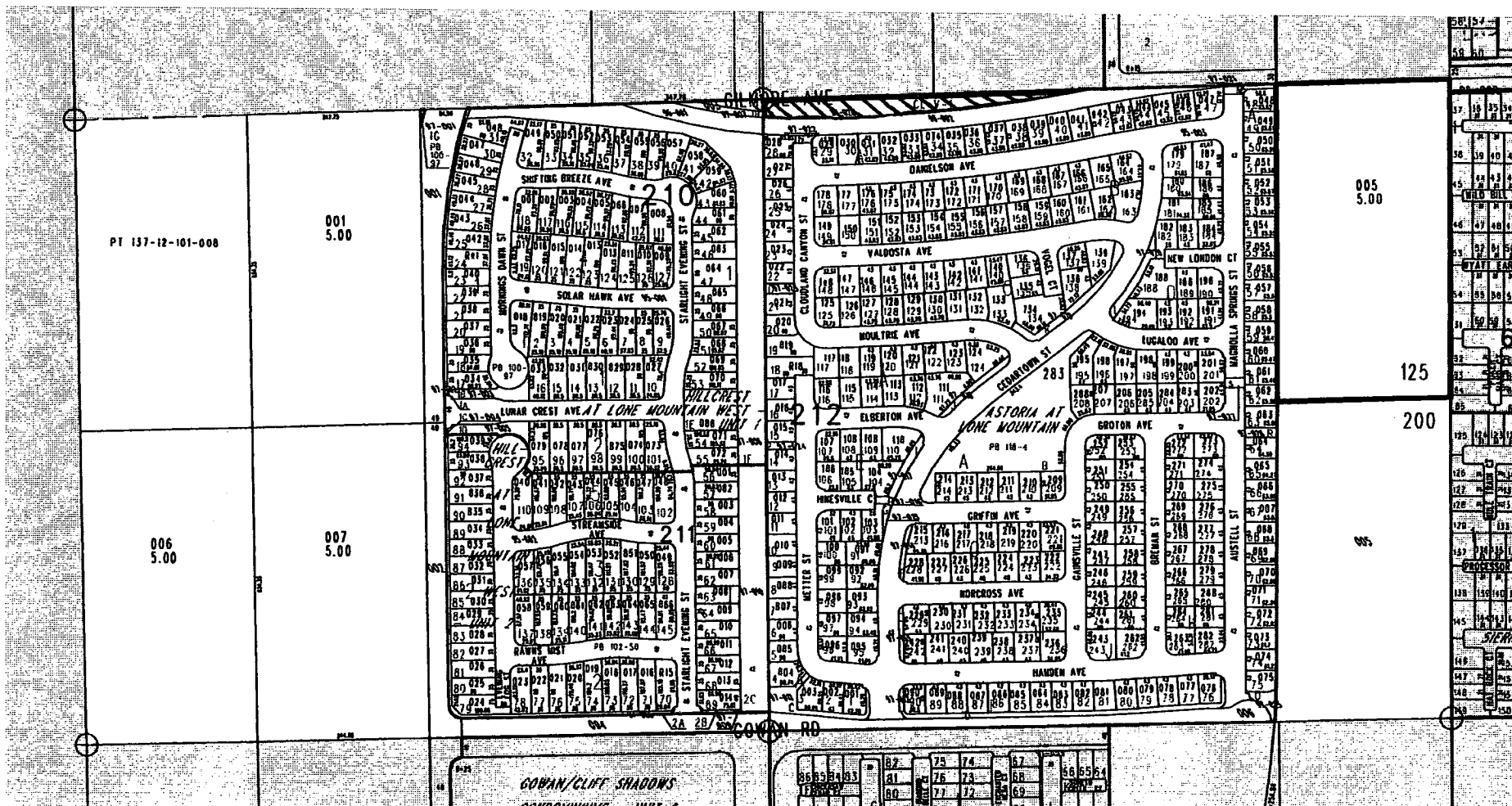
STATE OF **NEVADA**)
 : ss.
COUNTY OF **CLARK**)

This instrument was acknowledged before me on _____ by
_____ as Mayor of the City of Las Vegas

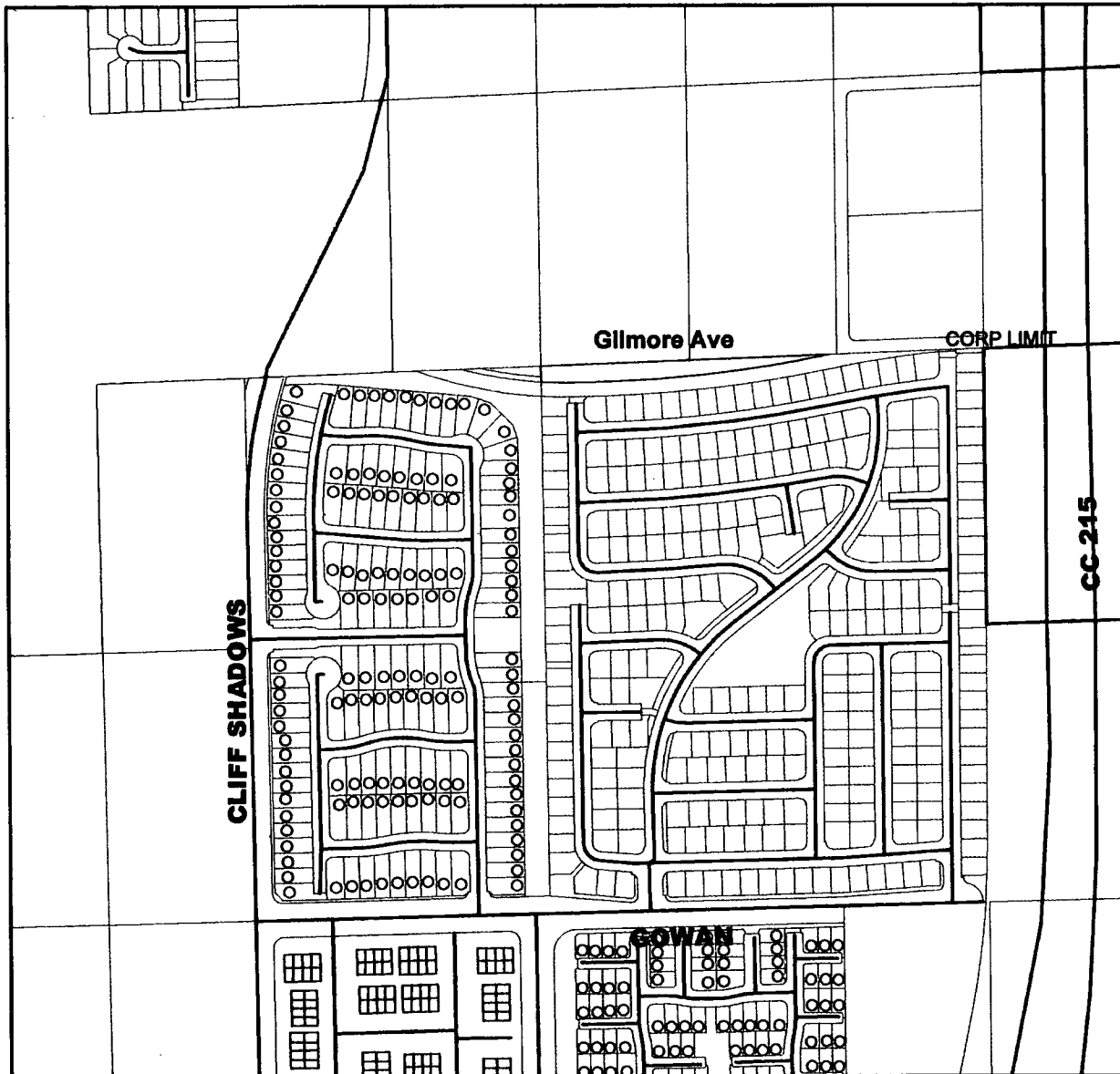
Notary Public

(My commission expires: _____)

NOTES This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office. This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information. USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 1:117 ORIGINAL 	MAP LEGEND ——— PARCEL BOUNDARY ——— SUBD BOUNDARY - - - ROAD EASEMENT - - - PM/LO BOUNDARY - - - NON-PARCEL LOT LINE - - - MATCH LINE / LEADER LINE --- ROAD 10 NUMBER	ASSESSOR'S PARCELS - CLARK CO., NV. M. W. Schofield, Assessor		T20S R59E	12	S 2 NW 4	137-12-2	
		AVERAGE QA VALUE 55	PARCEL NUMBER 001	PARCEL SUB/SEQ NUMBER 202	R59E R59E R60E 127 126 125 136 137 138 165 164 163	8 5 4 3 2 1 7 6 5 4 3 2 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	8 4 8 4 5 1 5 1 6 2 6 2 7 3 7 3 8 4 8 4 5 1 5 1	
		ROAD 10 NUMBER CL5	ACREAGE 202	BLOCK NUMBER 5	PLAT RECORDING NUMBER 5	Scale: 1"=200'	Rev: 08/17/04	



TAX DIST 125,200



Site Map

Legend

-  APN_137-12-297-028
-  Street Centerline
-  Parcels
-  Building Footprints
-  scl_majors
-  Leased
-  Applied

Real Estate & Asset Mgmnt



2/15/05



Aerial Site Map

Real Estate & Asset Mgmt



2/15/05

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

Block 1 Contracting Entity (Name) Astoria Alexander LLC Name Address 10655 Park Run Dr, Ste. 200 Las Vegas, NV 89144	Block 2 Description Subject Matter of Contract/Agreement Grant, Bargain and Sale Deed
EIN or Social Security # - - - - -	

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.	Monument Capital, Inc. Thomas McCormick/President 90%	10655 Park Run Dr, Ste. 200 Las Vegas, NV 89144	702-257-1188
2.	Astoria Corporation McCormick Family Trust 10%	10655 Park Run Dr, Ste. 200 Las Vegas, NV 89144	702-257-1188
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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



Name

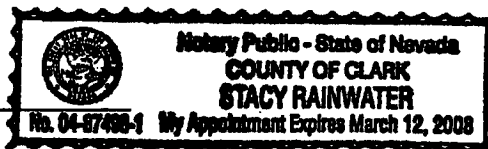
January 20, 2005

Date

Subscribed and sworn to before me this 20
day of

January, 2005

Stacy Rainwater
Notary Public



December 21, 2004

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

Re: Astoria at Lone Mountain Deeded property

Dear Mr. Roark:

Please accept this letter as a formal request for the City of Las Vegas to transfer back the previously deeded property to Astoria Alexander LLC. The former APN was a portion of 137-12-201-014 has since been issued 137-12-297-028. As you may remember, Astoria Lone Mountain 30 LLC deeded over a 21,587 square foot lot (CLV-1) to the City of Las Vegas in September of this year. The recorded Grant, Bargain and Sale Deed recorded on 9/20/2004. The book and instrument information is 20040928-0000700. Lot CLV-1 was originally created on the Astoria at Lone Mountain Final Map Book 118 Page 0004 and recorded on June 30, 2004. The procedure was agreed upon in a meeting held on November 19, 2003, attended by several representatives from the City as well as attendees from Astoria Homes and G C Wallace, Inc. (Please see attachment)

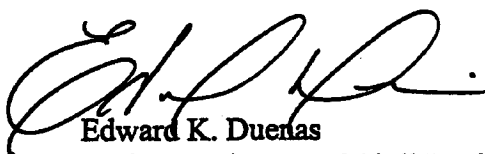
Item 1-e of the attachment states that the City suggested a fee title transfer to the city of all land north of the Gilmore Channel controlled by Astoria Homes. This lot was to be made available to the property owner to the north for the use of right-of-way in the extension or termination of Gilmore Avenue. Recently Astoria Alexander LLC purchased the 35+/- acres to the north of the existing Astoria at Lone Mountain site and is respectfully requesting your assistance in the transfer of the property (APN 137-12-297-028) back to Astoria Alexander LLC.

I am forwarding you the original exhibit that I sent to you earlier this year and copies of the deeds for your use. Please let me know what steps are necessary to complete the transfer of the parcel back to Astoria Homes.

Thank you for your continued cooperation and help on this project.

Please feel free to contact me should you have any concerns or questions.

Respectfully,



Edward K. Duenas
Assistant Director of Civil Engineering
Astoria Homes

ASTORIA HOMES

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Extension of Lady Luck Parking Garage Lease and Consent to Assignment whereby the City of Las Vegas (City) and The Henry Brent Company, a Nevada LLC, (Company) agree to the assignment of the lease and extension thereof on property located at 333 East Ogden Avenue commonly known as the Ogden Parking Garage - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The consent to assignment and extension of the lease will bind the Company to all terms previously held by AMX I, LLC, AMX II, LLC, and AMX Nevada, LLC, for the parking garage lease and extend the current lease another twelve (12) years with the option to negotiate the purchase of the garage within the next two (2) years. If no purchase results the City retains the right to negotiate new rental amounts for the extended term.

RECOMMENDATION:

The 3/15/2005 Real Estate Committee and staff recommend approval.

BACKUP DOCUMENTATION:

Extension of Lady Luck Parking Garage Lease and Consent to Assignment

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - UNANIMOUS with MACK abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met to review all the Real Estate Items on the Consent Agenda and joined with the recommendation of staff that each item be approved by the City Council.

(9:38 - 9:40)

1-1057

EXTENSION OF LADY LUCK PARKING GARAGE LEASE AND CONSENT TO ASSIGNMENT

This Extension Of Lady Luck Parking Garage Lease (the "Extension") is entered into this 16th day of March 2005 by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City") and The Henry Brent Company, a Nevada limited liability company (the "Company"), wherein the parties, in consideration of the mutual terms and covenants set forth herein, do hereby agree as follows:

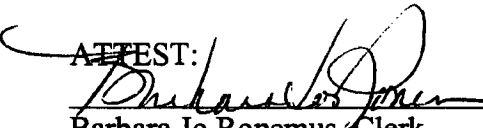
1. **Consent To Assignment Of Lease.** The City hereby consents to the assignment of the Indenture of Lease dated June 6, 1984 and recorded in the Official Records of Clark County, Nevada in Book 1932 as Document No. 1891871, as subsequently assigned and amended (collectively the "Lease"), to the Company pursuant to the Asset And Real Property Purchase And Sale Agreement (the "Sale Agreement") dated February 4, 2005 between Steadfast AMX I, LLC, Steadfast AMX II, LLC, and AMX Nevada, LLC, collectively referred to therein as Sellers, and the Company, referred to therein as Buyer. This consent shall not survive any amendments to the Sale Agreement unless approved by the City Manager in writing.
2. **Extension Of Lease.** In the event of, and only upon the completion of the condition precedent of the closing of escrow as provided in the Sale Agreement or any City approved amendment thereto, the Company automatically assumes the obligations of the Lease and the Lease term provided in Section 2 of the Lease is automatically extended until June 30, 2046, subject to the terms of this Extension. In such event, the Escrow Agent under the Sale Agreement shall prepare and record, and the parties hereto shall execute for recordation, a Notice of Extension of Lease providing notice of this extension.
3. **Sale Of Garage; Determination Of Rent.** Following the close of escrow as set forth above, the City and Company shall enter into negotiations for the sale to the Company of the real property and garage that are the subject of the Lease. In the event such negotiations cannot be concluded within two years following such close of escrow, resulting in an executed agreement for the sale of such property to Company, then the City shall notify Company to enter into negotiations with City to determine the fair market rent for the extended term of the Lease (July 1, 2034 through June 30, 2046). The City, at its option may continue such notice of negotiations to a period closer to the beginning of the extended term. In the event the parties are unable to conclude such negotiations within six months of such notice, the fair market rent for the extended term shall be determined through arbitration or litigation at the election of the City, with each party to bear its own costs and attorneys fees. Nothing in the Lease shall have any bearing or effect whatsoever upon the negotiations or rent for the extended term.
4. **Disclosure Of Principals.** Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, the Company warrants that it has disclosed, on the form attached as Exhibit A hereto, all principals, including partners, of the Company, as well as all persons and entities holding more than a 1% interest in the Company, or any principal or controlling entity of the Company. If the Company, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act

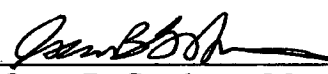
(ERIA)), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, the Company, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

In Witness Whereof, the parties have executed this instrument on the day and year first above written.

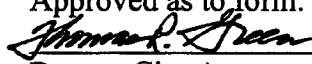
CITY OF LAS VEGAS

ATTEST:


Barbara Jo Ronemus, Clerk


By: Oscar B. Goodman, Mayor

Approved as to form:


Deputy City Attorney

3/1/05
Date

THE HENRY BRENT COMPANY, a Nevada
limited liability company

By: RESORT GAMING GROUP, LLC,
and a Nevada limited liability company, Its
Manager

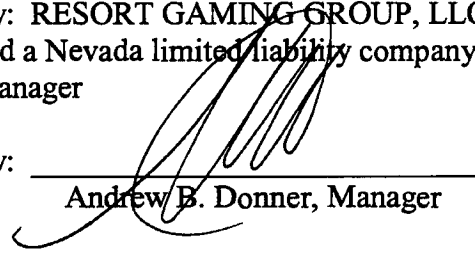
By: 
Andrew B. Donner, Manager

EXHIBIT A--CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name	Henry Brent Company, LLC
Address	450 Fremont St., Ste. 310, Las Vegas, NV 89101
Telephone	(702) 579-4890

Block 2	Description
Subject Matter of Contract/Agreement	
Extension of Lady Luck Parking Garage Lease	

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.	Andrew B. Donner, Mgr.	450 Fremont St., Ste. 310 Las Vegas, NV 89101	(702) 579-4890
2.	Robert H. O'Neil, Member	450 Fremont St., Ste. 310 Las Vegas, NV 89101	(702) 579-4890
3.	Keith E. Grossman, Member	450 Fremont St., Ste. 310 Las Vegas, NV 89101	(702) 579-4890
4.			
5.			
6.			
7.			

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

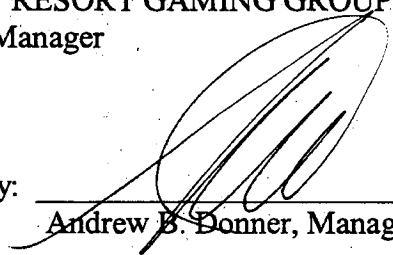
Name of Attached Document: _____

Date of Attached Document: _____

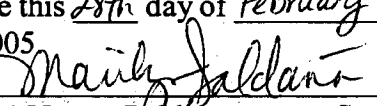
Number of Pages: _____

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

THE HENRY BRENT COMPANY, a Nevada limited liability company
By: RESORT GAMING GROUP, LLC, a Nevada limited liability company,
Its Manager

By: 
Andrew B. Donner, Manager

Subscribed and sworn to before
me this 28th day of February,
2005


Marilyn Saldana



Seal

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

ABEYANCE ITEM - Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 4.84 acres of land located in the vicinity of Owens Avenue and Main Street known as APN 139-27-502-015 to HELP Las Vegas Housing Corporation II, for the development and construction of affordable housing for low-income individuals (\$10 revenue - General Fund) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 4/7/04 City Council approved an Option Agreement for Parcel 1 with HELP Las Vegas Housing Corp. II, as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main Street and Owens Avenue for the development and construction of affordable housing for low-income individuals. The Department of Neighborhood Services was mailed a letter dated 12/13/04 from HELP requesting that the Option Agreement be exercised. By this Purchase and Sale Agreement, HELP Las Vegas Housing Corp. II, is now exercising the Option to Purchase.

RECOMMENDATION:

The 3/15/2005 Real Estate Committee held this item in abeyance to the 4/5/2005 Real Estate Committee meeting. Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agreement for the Purchase and Sale of Real Property
2. Letter dated 12/13/04

MOTION:

REESE - Motion to bring forward and STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

NOTE: Under Item 3, COUNCILMAN MACK disclosed that he would be abstaining on Items 41 and 42 because they involve the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK. He also disclosed that he would be voting on Items 7 and 18, because, even though his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino related to its non-restrictive gaming license and is managing partner of the Third Street Promenade, he did not believe his brother-in-law's interests would be affected, and they have not discussed these items.

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this ____ day of _____, 2005, by and between City of Las Vegas a municipal corporation of the State of Nevada ("Seller") and HELP Las Vegas Housing Corporation, II, a Nevada non-profit corporation authorized to do business in the State of Nevada, (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of land consisting of approximately 4.84 acres, located south of Owens Avenue and Main Street. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A" and further described as Assessor's Parcel Number 139-27-502-015 and legally described on Exhibit "B" ("Property").

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property to develop for use into multi-family housing and a parking lot to serve the residents.

NOW, THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. Purchase and Sale. Buyer shall purchase all of Seller's right, title and interest in and to the Property from Seller in its "AS IS" condition.

A. The purchase price (herein "Purchase Price") to be paid for the Property shall be TEN DOLLARS (\$10). The Purchase Price should be paid as follows: Upon the Close of Escrow (hereinafter defined), Buyer shall deposit into escrow the balance of the Purchase Price, TEN DOLLARS (\$10).

2. Specific Use. The Property shall be conveyed for the following limited use and purpose only: Affordable housing or for a purpose related to affordable housing. The term "affordable housing" shall refer to the regulations in the U.S. Housing and Community Development Home Investment Partnerships Program in 24 CFR Part 92, as amended, which govern the qualifications of affordable housing. If the Property shall cease to be used for such use and purpose, ~~the Property shall revert to the Seller may enforce this condition by an action for specific performance. This is a condition subsequent which shall bind each and every subsequent owner of the Property or any portion thereof as a covenant running with the land.~~

3. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with ~~United Title of Nevada~~ First American Title Insurance Company, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided

for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

A. To close escrow within fifteen (15) days from the expiration of the Contingency Period ("Close of Escrow"). Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated Close of Escrow date falls on a holiday or weekend, the date for the Closing of Escrow shall be set on the next succeeding working day.

B. Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto and any other fees, real property taxes, special assessments and all costs associated with this transaction;

C. Seller shall deliver to the Escrow Agent no later than five (5) business days before the Close of Escrow a duly executed and notarized Grant, Bargain and Sale Deed, the form of which is attached hereto as Exhibit "C," conveying the Property to the Buyer ("Deed"). The Deed shall be accepted and executed by the Buyer and Buyer's signature shall be notarized no later than two (2) business days before the Close of Escrow.

D. On the date of the Close of Escrow and subject to the submittal of the Purchase Price and related escrow costs by Buyer and submittal of the duly executed Deed, Escrow Agent shall record the Deed and related documents with the Office of the County Recorder, Clark County, Nevada.

E. In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

4. Contingencies. The purchase of the Property is contingent upon:

A. A thirty (30) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period.

B. The above contingency in Paragraph 4 (a) ~~are~~is solely for the Buyer's benefit. Buyer may elect to waive the Contingency Period and close escrow sooner by notifying escrow holder in writing. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

5. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement.

6. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

Copy To: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

To Buyer: HELP Las Vegas Housing Corporation, II
Attn: Craig Galati, President
C/o Lucchesi Galati
500 Pilot Road
Las Vegas, NV 89119
(702) 263-7111 phone

Copy To: City of Las Vegas

~~City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101~~

Copy To: ~~Eric Seltzer~~ City of Las Vegas
~~Gilbride, Tusa, Last & Spellane LLC~~ Department of
~~Neighborhood Services~~
~~708 Third Avenue, 26th Floor~~ 400 Stewart Avenue, 2nd
Floor
~~New York, NY 10017~~ Las Vegas, NV 89101

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

7. Applicable Laws and Severability. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

8. Entire Agreement. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

9. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

10. Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. Time of the Essence. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

12. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Buyer warrants that is has disclosed on the form attached as Exhibit "D", all principals and partners of HELP Las Vegas Housing Corporation, II, as well as all persons and entities holding more than a one percent (1%) interest in HELP Las Vegas Housing Corporation, II, or any principal of HELP Las Vegas Housing Corporation, II. Throughout the term hereof, HELP Las Vegas Housing Corporation, II, shall notify ~~Buyer~~ Seller in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

"Seller"

CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

By _____
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY/DATE

"Buyer"

HELP Las Vegas Housing
Corporation, II

Craig Galati, President

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2005, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Craig Galati, President of HELP Las Vegas Housing Corporation, II, who acknowledged that he/she executed the above instrument.

NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2005, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, as Mayor of the City of Las Vegas, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said County and State

...
...
...
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...
...
...

THE UNDERSIGNED Escrow Agent acknowledges receipt of this Agreement and agrees to act in accordance therewith.

DATED THIS ____ DAY OF _____, 2005.

By: _____

Title: _____

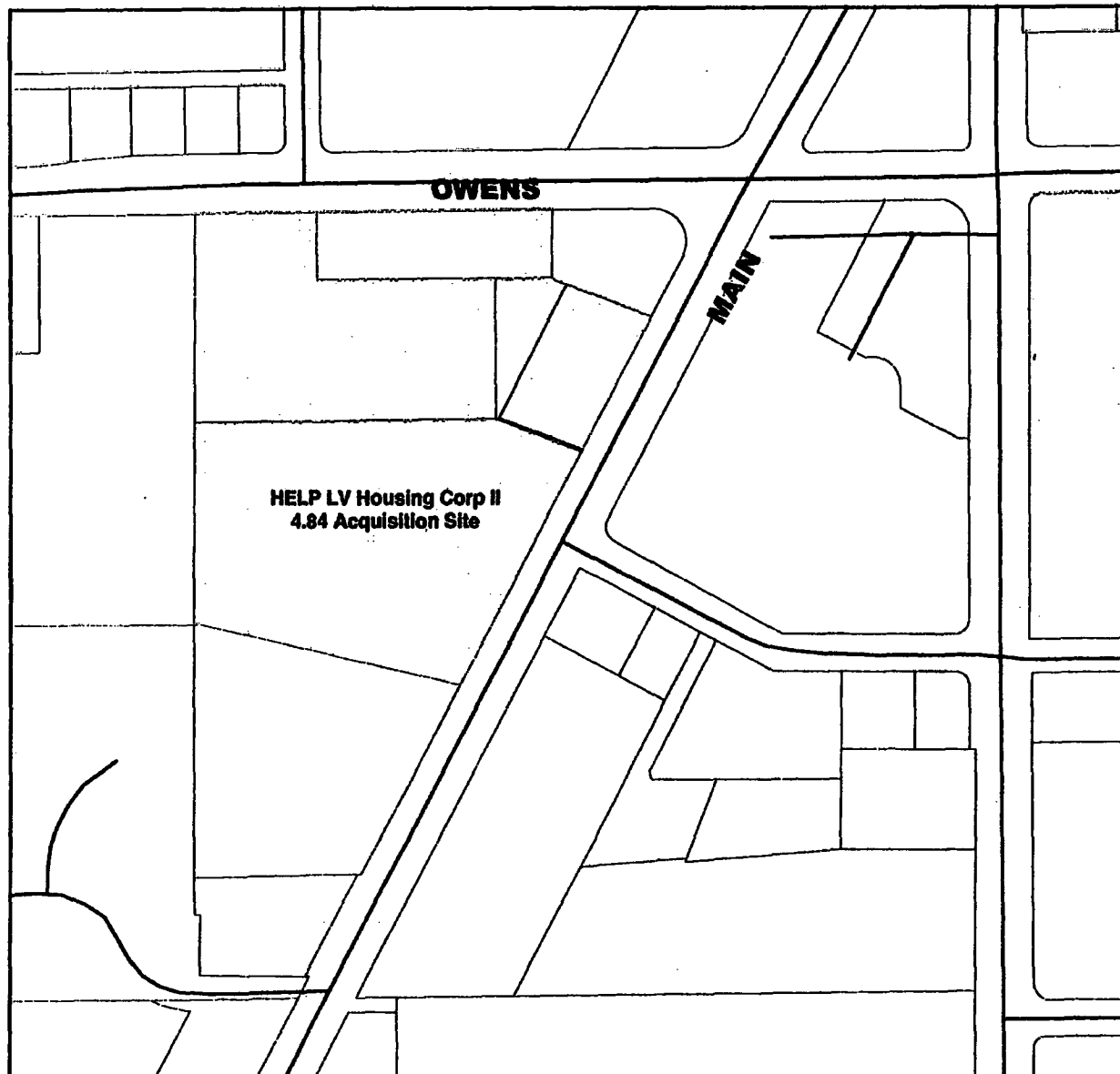
EXHIBIT “A”

SITE MAP

EXHIBIT “B”

**LEGAL DESCRIPTION
(To be submitted)**

Exhibit "A"



Site Map

Legend

- Street Centerline
- Parcels
- scl_majors
- City of Las Vegas

Real Estate & Asset Mgmt



1/31/05

EXHIBIT "B"

**LEGAL DESCRIPTION
(To be submitted)**

Exhibit "C"
Form of Grant, Bargain and Sale Deed

APN: 139-27-502-015

Recording Requested by:

City of Las Vegas, Nevada

After Recordation, mail to:

HELP Las Vegas Housing Corporation, II
Attn: Craig Galati, President
c/o Lucchesi Galati
500 Pilot Road
Las Vegas, Nevada 89119

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Las Vegas, a Nevada municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains and sells to HELP Las Vegas Housing Corporation, II, a Nevada nonprofit corporation (herein the "Grantee"), all of its right, title and interest in the real property (the "Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Purchase and Sale Agreement of the Real Property entered into by and between the Grantor and Grantee and dated March 2, 2005 ("Agreement"). The conveyance herein is subject to the terms, covenants and conditions set forth in the Agreement.

2. The Property conveyed is subject to all liens, encumbrances, easements, covenants, conditions and restrictions of record as of the close of escrow.

3. The Property is conveyed subject to the limited use and purpose of affordable housing or for a purpose related to affordable housing. The term "affordable housing" shall be as defined in the U.S. Housing and Urban Development Home Investment Partnerships Program at 24 CFR Part 92, as amended. If the Property shall cease to be used for such use and purpose, the Property shall revert to Grantor. This condition shall bind each and every subsequent owner of the Property or any portion thereof as a covenant running with the land.

4. The Property is conveyed subject to all matters which would be revealed or disclosed by a physical inspection of the Property.

5. The Property is conveyed subject to a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property.

6. The Property is conveyed subject to zoning ordinances and regulations and other laws, ordinances, notices, orders and governmental regulations and restrictions affecting the use, occupancy or enjoyment of Property, and amendments and additions thereto, now or hereafter in force and effect.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this ____ day of _____, 2005.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

"Grantor"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date

ACCEPTANCE

The provisions of this Grant, Bargain and Sale Deed are hereby approved and accepted.

HELP Las Vegas Housing Corporation, II

By: _____

Its: _____

"Grantee"

ACKNOWLEDGMENTS

State of Nevada)
)ss.
County of Clark)

On this ____ day of _____, 2005, personally appeared before me, a Notary Public in and for said County and State, Oscar B. Goodman, known to me to be the Mayor of the City of Las Vegas, that he executed the foregoing instrument, and upon oath, did depose and say that he is the Mayor of the City of Las Vegas as above designated; and that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County
and State

State of Nevada)
)ss.
County of Clark)

On this ____ day of _____, 2005, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the _____ of _____, and __he acknowledged to me that __he executed the same for and on behalf of _____ and that said _____ executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County
and State

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

Block 1 Contracting Entity (Name) Name HELP Las Vegas Housing Corportaion II Address c/o Lucchesi/Galati 500 Pilot Road Suite A Las vegas, NV 89119	Block 2 Description Subject Matter of Contract/Agreement: HELP@Owens Land Transfer 1559 N. Main Steeet
EIN or Social Security: 01-0803813	

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.	Craig Galati, President	Lucchesi Galati - 500 Pilot Road Las Vegas NV 89119	702 263 7111
2.	Vacant, Vice President		
3.	Vacant, Secretary		
4.	Joseph Gallo, Treasurer	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
5.	Thomas Mauro, Director	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
6.	Joseph Gallo, Director	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
7.	Vacant, Director		
8.			
9.			
10.			

Exhibit "D"

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: CERTIFICATE DISCLOSURE OF OWNERSHIP PRINCIPALS
 Date of Attached Document: 1/18/05 Number of Pages: 3

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.

[Signature]

Name

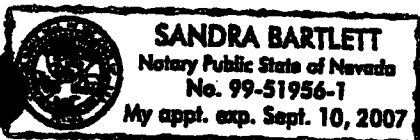
CRAIG S. GALATI

1/18/05

Date

Subscribed and sworn to before me this 18
day of

[Signature] January, 2004-2005
[Signature]
 Notary Public



HELP LAS VEGAS HOUSING CORPORATION II

December 13, 2004

Mr. Orlando Sanchez, Director
Neighborhood Services Department
City of Las Vegas
400 E. Stewart Avenue - 8th Floor
Las Vegas, NV 89101

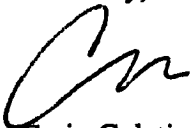
Re: HELP@Owens - Option to Purchase

Dear Mr. Sanchez:

On behalf of HELP Las Vegas Housing Corporation II, the project Sponsor, I am writing to formally notify the City of its intention to exercise the Option Agreement dated April, 7, 2004. I have been advised that we will be contacted by the City as to next steps in the transfer of this property for the development of much needed affordable housing primarily for veterans.

Thank you for your continued consideration.

Sincerely,



Craig Galati
President

Copy To: Faye Johnson
Earlie King
Tom Hameline
Karen L. Krautheim

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

ABEYANCE ITEM - Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 3.165 acres of land located in the vicinity of Owens Avenue and Main Street known as APN 139-27-502-018 to The Salvation Army for development and construction of an affordable family housing community for low-income individuals (\$10 revenue - General Fund) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 9/15/04 Council approved entering into negotiations with The Salvation Army for an Option to Purchase Agreement for approximately 3.165 acres of City land located in the vicinity of Owens Avenue and Main Street for The Salvation Army and HAND Development Company for co-development and construction of an affordable housing community for low-income individuals. The Department of Neighborhood Services was mailed letters dated 2/18/04 and 2/26/04 from The Salvation Army requesting that the Option Agreement be exercised and this Purchase and Sale Agreement is the result of those negotiations.

RECOMMENDATION:

The 3/15/2005 Real Estate Committee and staff recommend approval.

BACKUP DOCUMENTATION:

AMENDMENT ATTACHED

1. Agreement for the Purchase and Sale of Real Property
2. Letter dated 2/18/04
3. Letter dated 2/26/04

MOTION:

REESE - APPROVED Items 3, 5-11, 13-40, and 42 - UNANIMOUS with MACK abstaining on Item 40 because it involves a contract between the owners of the Lady Luck and the City and on 42 because it involves the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK

Item 4: APPROVED under separate action (see individual item)

Item 12: STRICKEN under separate action (see individual item)

Item 41: ABEYANCE to 4/6/2005 under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that he would be abstaining on Items 41 and 42 because they involve the possible sale of City-owned property in proximity to property owned by his parents RON and JUDY MACK. He also disclosed that he would be voting on Items 7 and 18, because, even though his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino related to its non-restrictive gaming license and is managing partner of the

CITY COUNCIL MEETING OF: MARCH 16, 2005

MOTION - Continued:

Third Street Promenade, he did not believe his brother-in-law's interests would be affected, and they have not discussed these items.

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met to review all the Real Estate Items on the Consent Agenda and joined with the recommendation of staff that each item be approved by the City Council.

(9:38 - 9:40)

1-1057

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 16, 2005

Date Submitted: December 13, 2005

Amendment to Item #42

Purpose of Amendment:

Executed Agreement Added to the Final Minutes as follows:

- Agreement for the Purchase and Sale of Real Property

Submitted By: Stacy Campbell

Signature: Duane L. Brown
City Clerk or Chief Deputy

Date: 12/13/05

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY is made and entered into this 16th day of March 2005, by and between City of Las Vegas a municipal corporation of the State of Nevada ("Seller") and The Salvation Army, a California non-profit corporation authorized to do business in the State of Nevada, (hereinafter referred to as "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of land consisting of approximately 3.165 acres of land located in the vicinity of Owens Avenue and Main Street. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A" and further described as Assessor's Parcel Number 139-27-502-018 and legally described on Exhibit "B" ("Property").

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property and improvements.

NOW, THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. Purchase and Sale. Buyer shall purchase all of Seller's right, title and interest in and to the Property from Seller in its "AS IS" condition.

A. The purchase price (herein "Purchase Price") to be paid for the Property shall be TEN DOLLARS (\$10). The Purchase Price should be paid as follows: Upon the Close of Escrow (hereinafter defined), Buyer shall deposit into escrow the balance of the Purchase Price, TEN DOLLARS (\$10).

2. Specific Use. The Property shall be conveyed for the following limited use and purpose only: Affordable housing or for a purpose related to affordable housing. The term "affordable housing" shall refer to the regulations in the U.S. Housing and Community Development Home Investment Partnerships Program in 24 CFR Part 92, as amended, which govern the qualifications of affordable housing. If the Property shall cease to be used for such use and purpose, the Property shall revert to the Seller. This is a condition subsequent which shall bind each and every subsequent owner of the Property or any portion thereof as a covenant running with the land.

3. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with United Title of Nevada, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided for herein, except that said

instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

A. To close escrow within fifteen (15) days from the expiration of the Contingency Period ("Close of Escrow"). Upon the opening of escrow, the Escrow Agent shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the Closing of Escrow shall be set on the next succeeding working day.

B. Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto and any other fees, real property taxes, special assessments and all costs associated with this transaction;

C. Seller shall deliver to the Escrow Agent no later than five (5) business days before the Close of Escrow a duly executed and notarized Grant, Bargain and Sale Deed, the form of which is attached hereto as Exhibit "C," conveying the Property to the Buyer ("Deed"). The Deed shall be accepted and executed by the Buyer and Buyer's signature shall be notarized no later than two (2) business days before the Close of Escrow.

D. On the date of the Close of Escrow and subject to the submittal of the Purchase Price and related escrow costs by Buyer and submittal of the duly executed Deed, Escrow Agent shall record the Deed and related documents with the Office of the County Recorder, Clark County, Nevada.

E. In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

4. Contingencies. The purchase of the Property is contingent upon:

A. A thirty (30) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations, as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period.

B. The above contingency in Paragraph 4 (a) are solely for the Buyer's benefit. Buyer may elect to waive the Contingency Period and close escrow sooner by notifying escrow holder in writing. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

5. Broker Commissions/Disclosure. Buyer represents and warrants that he has not retained or dealt with any broker with respect to this Agreement.

6. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: City of Las Vegas
Public Works/Real Estate
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
(702) 229-1020 phone
(702) 384-0527 fax

To Buyer: The Salvation Army
180 East Ocean Boulevard
Long Beach, CA 90802

Copy To: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

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

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

7. Applicable Laws and Severability. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

8. Entire Agreement. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

9. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

10. Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. Time of the Essence. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

12. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Buyer warrants that is has disclosed on the form attached as Exhibit "D", all principals and partners of The Salvation Army, as well as all persons and entities holding more than a one percent (1%) interest in The Salvation Army, or any principal of The Salvation Army. Throughout the term hereof, The Salvation Army, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ATTEST:

"Seller"

CITY OF LAS VEGAS


BARBARA JO RONEMUS, CITY CLERK

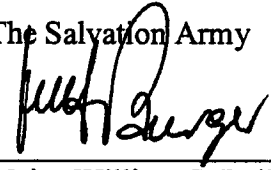
By 
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

 2/10/05
DEPUTY CITY ATTORNEY/DATE

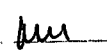
"Buyer"

The Salvation Army A CALIFORNIA CORPORATION


Major William S. Rahl
Clark County Coordinator

TREASURER
KURT BURGER

Ass't Secretary
BARRY DOOLEY

LEGAL REVIEW
DATE 3/10/05 INITIAL 

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2005, ~~personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, Major William S. Raihl, Clark County Coordinator for The Salvation Army, who acknowledged that he/she executed the above instrument.~~

NOTARY PUBLIC, in and for said County and State

ACKNOWLEDGMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 21st day of April, 2005, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, as Mayor of the City of Las Vegas, who acknowledged that he executed the above instrument.

Beverly K. Bridges
NOTARY PUBLIC, in and for said County and State



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} ss.

On March 24, 2005 before me, Adela S. Breton, Notary Public

Date

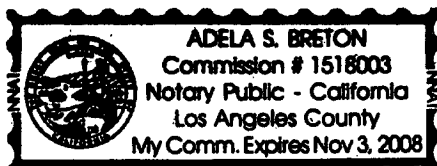
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kurt Burger and Barry Dooley

Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Adela S. Breton
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for the Purchase and Sale of Real Property
Corner of Owens Avenue and Main Street, Las Vegas, NV

Document Date: February 17, 2005 Number of Pages: 15

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Kurt Burger and Barry Dooley

- ☐ Individual
☒ Corporate Officer — Title(s): Treasurer and Assistant Secretary
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: The Salvation Army

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

THE UNDERSIGNED Escrow Agent acknowledges receipt of this Agreement and agrees to act in accordance therewith.

DATED THIS _____ DAY OF _____, 2005.

By: _____
Title: _____



Site Map

Legend

- Street Centerline
- ▭ Parcels
- ▭ City of Las Vegas

Real Estate & Asset Mgmnt



08/18/2004

EXHIBIT "B"**LEGAL DESCRIPTION**

That portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 27, Township 20 South, Range 61 East M.D.M. described as follows:

Lot Four (4) of that certain Parcel Map on file in File 107 of Parcel Maps, Page 96, in the Office of the County Recorder of Clark County, Nevada.

Exhibit "C"
Form of Grant, Bargain and Sale Deed

APN: 139-27-502-018

Recording Requested by:

City of Las Vegas, Nevada

After Recordation, mail to:

The Salvation Army
180 East Ocean Boulevard
Long Beach, CA 90802

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Las Vegas, a Nevada municipal corporation of the State of Nevada (herein the "Grantor"), hereby grants, bargains and sells to The Salvation Army, a California non-profit corporation (herein the "Grantee"), all of its right, title and interest in the real property (the "Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Purchase and Sale Agreement of the Real Property entered into by and between the Grantor and Grantee and dated _____, 2005 ("Agreement"). The conveyance herein is subject to the terms, covenants and conditions set forth in the Agreement.

2. The Property conveyed is subject to all liens, encumbrances, easements, covenants, conditions and restrictions of record as of the close of escrow.

3. The Property is conveyed subject to the limited use and purpose of affordable housing or for a purpose related to affordable housing. The term "affordable housing" shall refer to the regulations in the U.S. Housing and Urban Development Home Investment Partnerships Program at 24 CFR Part 92, as amended, which govern the qualifications of affordable housing. If the Property shall cease to be used for such use and purpose, the Property shall revert to Grantor. This condition subsequent shall bind each and every subsequent owner of the Property or any portion thereof as a covenant running with the land.

4. The Property is conveyed subject to all matters which would be revealed or disclosed by a physical inspection of the Property.

5. The Property is conveyed subject to a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property.

6. The Property is conveyed subject to zoning ordinances and regulations and other laws, ordinances, notices, orders and governmental regulations and restrictions affecting the use, occupancy or enjoyment of Property, and amendments and additions thereto, now or hereafter in force and effect.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2005.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

“Grantor”

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date

ACCEPTANCE

The provisions of this Grant, Bargain and Sale Deed are hereby approved and accepted.

The Salvation Army

By: _____

Its: _____

“Grantee”

ACKNOWLEDGMENTS

State of Nevada)
)ss.
County of Clark)

On this ____ day of _____, 2005, personally appeared before me, a Notary Public in and for said County and State, Oscar B. Goodman, known to me to be the Mayor of the City of Las Vegas, that he executed the foregoing instrument, and upon oath, did depose and say that he is the Mayor of the City of Las Vegas as above designated; and that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County
and State

State of Nevada)
)ss.
County of Clark)

On this ____ day of _____, 2005, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the _____ of _____, and __he acknowledged to me that __he executed the same for and on behalf of _____ and that said _____ executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County
and State

EXHIBIT A
LEGAL DESCRIPTION

That portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 27, Township 20 South, Range 61 East M.D.M. described as follows:

Lot Four (4) of that certain Parcel Map on file in File 107 of Parcel Maps, Page 96, in the Office of the County Recorder of Clark County, Nevada.

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

Block 1 Contracting Entity (Name) The Salvation Army A California Corp. 180 E Ocean Blvd Long Beach, CA90802 EIN or Social Security # <u> - - - - 86 - 0096791 </u>	Block 2 Description Transfer of Property - Parcel 4 of the former MASH site

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.	None W. Todd BENNETT CHAIRMAN of BOARD & Director	180 E. OCEAN BLVD Long Beach CA 90802	562-436-7000
2.	Philip Swyers PRESIDENT & Director	"	562-436-7000
3.	DONALD C. Bell Vice President & DIRECTOR	"	562-491-8455
4.	KURT BURGER TREASURER & DIRECTOR	"	562-491-8406
5.	MICHAEL J. WOODRUFF SECRETARY & DIRECTOR	"	562-491-8758
6.	Ralph E Hood DIRECTOR	"	541-491-8402
7.	RAYMOND MOULTON DIRECTOR	"	562-491-8404
8.	VICTOR A. LESLIE ASST TREASURER & DIRECTOR	"	562-491-7000
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: 0

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: None

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.

[Signature] CAPTAIN
Name

1-20-05
Date

Subscribed and sworn to before me this 20th
day of January

2005
2004.

Eva Muehleisen
Notary Public





THE SALVATION ARMY CLARK COUNTY ADMINISTRATION

2900 Palomino Lane
P.O. Box 28369 • Las Vegas, NV 89126
(702) 870-4430 • Fax (702) 870-4087

Majors William and Harryette Raihl
Clark County Coordinator & Director of Special Services

February 18, 2004

Ms. Faye Johnson, Manager
Neighborhood Development Division
City of Las Vegas
400 E. Stewart Ave. 2nd Floor
Las Vegas, NV 89101

Dear Ms. Johnson,

This letter is a formal request to change the use of the approximately 3.165 acres of land the city is proposing to donate to The Salvation Army, (formerly the Mash property).

The original request was to use the property for our automotive training facility, however, since discovering that HELP USA is building 100 SRO and 1 bedroom units, we believe the auto training facility at this location would not be in the best interest of the community. Therefore we are requesting the use of the property for a 68-unit multi family permanent housing development. This project, Horizon Crest, would enable us to serve individuals and families at 30-40 percent of median income.

On February 11th I met with Councilman Lawrence Weekly to discuss the proposed changes. He seemed encouraged and asked if we had contacted Neighborhood Development and I informed Councilman Weekly that The Salvation Army had discussed this previously with you.

It is our understanding that Councilman Weekly and the City of Las Vegas would like to change the face of the homeless corridor and we feel that providing permanent housing, such as the Horizon Crest development, would definitely accomplish that goal. As always, we appreciate your consideration of this request.

In His Service,

Major William S. Raihl
Clark County Coordinator

WSR/kl



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
IANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

NEIGHBORHOOD
SERVICES DEPARTMENT
DIRECTOR
ORLANDO SANCHEZ

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

VOICE 702.229.2330
FAX 702.382.3045
TTY 702.386.9108
www.lasvegasnevada.gov

February 26, 2004

Major William S. Raihl
Clark County Coordinator
The Salvation Army
2900 Palomino Lane
PO Box 28369
Las Vegas, NV 89126

Dear Major Raihl:

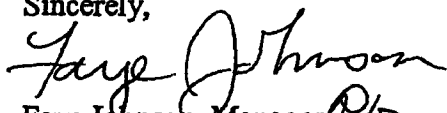
Re: Request to change use of land.

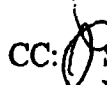
We have reviewed your request to change the use of the approximately 3.16 acres of land the city proposes to transfer to The Salvation Army from building an automotive training facility to building a 68-unit multifamily permanent housing development serving individuals and families at 30-40 percent of median income. This request must go before the Real Estate Committee and City Council for approval.

At this time a new parcel map is being recorded and the property is being appraised. After we receive the appraisal, the Real Estate manager will prepare the agreement to transfer the land to Salvation Army. The completed agreement will then be forwarded to Salvation Army for review/signature. Once Salvation Army has signed the agreement, we will prepare an agenda item recommending Council approval and authorization of the Mayor to execute the agreement. You will be notified later of the Council date. Please be aware that this process could take up to 60 days, once the reparceling and appraisal are completed.

As always, thank you for your cooperation in this matter.

Sincerely,


Faye Johnson, Manager
Neighborhood Development Division

CC:  Sue Prescott, Supervisor
Earlie King, Neighborhood Programs Officer

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: ELIZABETH FRETWELL

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ADMINISTRATIVE:

Report and possible action concerning the status of 2005 legislative issues

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Staff will report on pending legislation of the 2005 Nevada State Legislature.

RECOMMENDATION:

It is recommended that the City Council accept the report and direct staff, if necessary.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED, incorporating all comments made (see verbatim transcript) - UNANIMOUS

MINUTES:

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

APPEARANCES:

OSCAR GOODMAN, Mayor

BETSY FRETWELL, Deputy City Manager

MICHAEL MACK, Councilman

GARY REESE, Councilman

LOIS TARKANIAN, Councilwoman

(10:24 - 10:47)

1-3026/2-1

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

1 **Item 43 – Report and possible action concerning the status of 2005 legislative issues**

2

3 **Appearance List:**

4 OSCAR GOODMAN, Mayor

5 BETSY FRETWELL, Deputy City Manager

6 MICHAEL MACK, Councilman

7 GARY REESE, Councilman

8 LOIS TARKANIAN, Councilwoman

9

10 (10:24-10:47)

11 **1-3026/2-1**

12 23 minutes

13

14 Typed by: Gabriela Portillo-Brenner

15 Proofed by: Angela Crolli

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

16 **MAYOR GOODMAN**

17 Item 43. This is a report and possible action concerning the status of the 2005 legislative issues.
18 Ms. Fretwell?

19

20 **BETSY FRETWELL**

21 Good morning, Mayor and members of the Council. I just have a brief update for you on the
22 progress of the 2005 State legislative effort. Things have been a little bit slow, as far as bills
23 being introduced; in fact, the Government Affairs Committee for about 30 minutes this morning,
24 which is kind of unheard of at this stage of the game.

25 As I mentioned before, there's well over thirteen hundred bill drafts that have been requested
26 today. Although, only about three hundred and ninety bills have actually been introduced, which
27 is really low for this far into the session. There are about two hundred and six Assembly Bills;
28 we're tracking about 48% of those, or 99 bills. There are one hundred and eighty-three Senate
29 Bills, and we're tracking about 58% of them, or just a little over a hundred.

30 A couple of measures of note that I'd like to identify for you: AB31 is our bill. We had our first
31 hearing on that last week. We felt like the testimony was strong, and there are a few things that
32 we will probably need to clean up. The trial lawyers were concerned about the ability to have
33 access to roster, etc., and data that we might collect that might need to be available to them in
34 Discovery. So, we'll be trying to do what we need to to clean up that legislation to allow, that we
35 didn't wanna keep that information from being available for judicial proceedings. So, we'll work
36 on that and – try and get that bill taken care of by amending it and hopefully getting it scheduled
37 in a work session shortly in Assembly Government Affairs.

38 Also, one of the bills that I mentioned to you in my last briefing was SB107, which was basically
39 gonna be an unfunded mandate about us inventorying and providing a report, different from any
40 report that we create, as it relates to our capital improvements and the status of those capital
41 improvements. We think we've reached an agreement on an amendment that would take our
42 current capital improvement program and reports associated with that, that are required for us
43 under our accounting standards, that we can just submit that to the State instead. So that'll
44 minimize our reporting responsibilities and that makes that bill amenable to us. So, we're
45 hopeful that we'll be able to get that amendment on.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

46 Another bill that I mentioned to you is related to eminent domain. It's a bill that Assemblyman
47 Horn has sponsored regarding the rights of individuals who bring a claim against us when we
48 have an eminent domain action. And, we think we've reached a place, with some amendments,
49 that we think that we could support the bill. We'll be working on that. It'll create a threshold and
50 a time period for an individual who has agreed to come back and – be able to work out a
51 settlement with us, for instance. Everybody seems to be pretty much on board with that. So,
52 we're hopeful the, that those amendments will be successful, and that will allow us to change our
53 position to support with amendments.

54 Another bill that has gotten some attention recently is one related to design professionals and the
55 licensing of the design professionals and the kind of liability and responsibility that they carry
56 when they're working on one of our capital improvements programs and projects. Right now
57 we're opposed to that shift in liability away from the individual who's providing the service to
58 us. Right now we require indemnification. So, at this point, we're opposed to that, but we're
59 trying to work with the bill sponsors to try and clean the language up.

60 Also, one that, an issue that's been very important to Councilman Mack, and to many of you, is a
61 NACO bill that got introduced. It's AB188. It's related to the provision of electronic email
62 addresses and making them confidential. We've had an issue, an ongoing issue related to that in
63 the last month or so. There's a hearing scheduled on that bill, we'll be supporting it, for next
64 Tuesday at 8:00 a.m., and that would basically take away those electronic lists that we
65 accumulate in the Communications Department. Many of you have your own electronic emails
66 that you use to inform your public, your citizenry, this would make those less confidential. So,
67 just so you know that's out there.

68 Another bill was introduced yesterday. It's one we've been monitoring. It's an Enterprise Fund
69 Oversight Advisory Committee bill. It's sponsored by the Nevada Taxpayers Association, and I
70 think there's some support from the Southern Nevada Home Builders Association. It'd be an
71 advisory board that would evaluate our – Enterprise Fund, which we have set up for the Building
72 Department right now, provide regular feedback to the Mayor and City Council about the funds'
73 efficacy and how well it's functioning. So, that's another one that we'll keep an eye on. We
74 haven't done an evaluation analysis on it completely, but it looks a lot better than it did in the
75 first draft form that we saw.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

76 So, those are some of the major bills that are out there and under consideration. Monday is the
77 deadline for legislator-initiated bills to be introduced. So that's a big deadline for them. There,
78 you'll probably see a – slue of bills come out. Many of them in what we call the skeleton form,
79 meaning the bill drafters have not had sufficient time to draft it in its entirety so they do the best
80 they can to get the essence of the bill out, recognizing that it's very likely that extensive
81 amendments will be necessary to get the bill in a form that could be passed, from a technically,
82 from a technical standpoint that they're technically correct per NRS.

83 Some other issues that are out there: One of the things that we received in the last week or two, is
34 a request from the Mayor of Mesquite, to support a bill draft that Senator Hardy anticipates
85 introducing. This is probably one of the ones that will be introduced in the next couple days, and
86 it would change the composition of the Las Vegas Convention and Visitors Authority to include
87 a permanent seat for Mesquite. And, that would expand the board membership to 14. Right now
88 the board's membership at 13. I know a couple of you sit on that board, and the Mayor's the –
89 chair, at this time. We anticipate that probably the business and gaming interests that are also
90 represented on that board will seek to amend that bill to add an additional seat, so that the
91 composition that's there today basically stays the same as to proportion. So, we'll wait and see,
92 and we'll be happy to take any direction that you provide to us today, as far as a position on that
93 bill. It really has no impact on us, per se, but we could certainly support it, because Mesquite has
94 a very compelling argument. So, that's one issue.

95 Additionally, several property tax measures were testified to yesterday. A couple of different
96 things that were discussed: One was a rate rollback, which you've seen Mark's presentation.
97 There's some, we're not sure that that accomplishes what the intention might be, as far as
98 mitigating the impact of the escalating values. So, that's one issue that's out there, that may be a
99 way to deal with the uniform and equal clause.

100 The other is that there are three or four different assessed value cap discussions. Some are
101 formula driven. Some are freeze, plus CPI, with a two-year window on them. Most of the bills
102 that were considered yesterday said, no matter what, we need to have a, an interim study to
103 evaluate all of these issues. We have, yesterday, our Finance Department received a copy of
104 those bills. We have yet to complete our fiscal impact on those bills, but we're certainly working
105 on that right now, to figure out where they are. Later on, in this agenda, there's a resolution that

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

106 you directed – us at the last briefing to bring forward for your consideration today. Some of the
107 information that I've shared with you may weigh in to how you want that final resolution to look.
108 We can talk about that now or at that time. But, I think it's safe to say that it's still a mess, and –
109 it's not worked out, and it's probably gonna take a little time to work out this property tax
110 situation. I know the legislators are shooting for the end of this month to have an interim
111 solution, so that it doesn't impact the tax bill preparation in an adverse way, so that we can stay
112 on these timelines. I don't know if that'll happen or not. But I know that they're pushing hard to
113 try and address the situation as quickly as they can, and as comprehensively as they can. So,
4 we're staying on top and monitoring that.

115 And, as I, as was mentioned in the earlier item regarding the EVOLVE program and the
116 expansion of the EVOLVE program, we've been actively working with a handful of legislators
117 to try and get an appropriation request. We got turned down for a grant through the Department
118 of Labor that we, quite frankly, were counting on to sustain the program. So, we're looking for
119 federal, as is outlined in your federal agenda, federal appropriation to help support the EVOLVE
120 program. Now we're seeking a state appropriation. We have the support of Jackie Crawford, on
121 that. She is responsible for the entire corrections function for the state. She's very supportive of
122 our program; in fact, wants us to respond to an RFP she's gonna put out to provide services at
123 Casa Grande. So, we're hopeful that we'll get both federal and state support to help fund that.

.4 We just wanted you all to know that we're putting on a – big push to try and get an
125 appropriations measure through the state this year as well for EVOLVE.

126 And, with that, Mayor, that wraps up my presentation on this. I'd be happy to answer any
127 questions that you might have, or take any direction that you might have at this time.

128

129 **MAYOR GOODMAN**

130 Thank you very much. Are there any comments or questions? Councilman Mack.

131

132 **COUNCILMAN MACK**

133 Thank you, Your Honor. Ms. Fretwell, I appreciate the efforts and the support that you've given
134 on the NACO bill, and appreciate staff and all the Council's support. It's been a little alarming to
135 see what's happened with the Ward 6 E-newsletter that I've put out and have almost 2,000 users

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

136 on it. But it's starting to fall apart, as people are using it for political reasons, for commercial
137 reasons. And it's kind of an oxymoron, because the City cannot sell this list, but someone could
138 request it and then sell it. And there's a lot of things going on. And, really, it just hampers our
139 communication with the citizens that we have proposed to do, and we appreciate NACO's
140 support. And, if there's any citizens out there that would like to email us or call our offices, I'd
141 be happy to relay those messages to the legislators next week as I visit up in Carson City.
142 On the national front, Betsy, maybe you can fill in the Council on some of the great efforts that
143 our federal delegation have lead with regard to the Southern Nevada Public Lands Management
44 Act and also some of the transportation appropriations that look forward to the Valley.

145
146 **BETSY FRETWELL**
147 Sure. I'd be happy to. Maybe I'll start with the – latter of – the two-part question. The
148 transportation bill passed out of the house, while we were back in Washington, D.C. Councilman
149 Weekly referenced our trip. With the support of Congresswoman Berkley and Congressman
150 Porter, we were fortunate to have over \$40 million set aside as, basically, high-profile, high-
151 priority projects for the City of Las Vegas. About \$6 million set aside for the horse interchange,
152 which is really important to the transportation network in the Northwest. And, more importantly,
153 excuse me, additional –

14

155 **MAYOR GOODMAN**
156 Let's get you some water. Let's get you some water first.

157

158 **BETSY FRETWELL**
159 I lost it, I think.

160

161 **MAYOR GOODMAN**
162 Let's get you some water first. Never saw you nervous before, Ms. Fretwell.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

163 **BETSY FRETWELL**

164 I don't think it's nerves. Thanks, Roni. I don't get nervous about much. Anyway, thank you.
165 Anyway, the transportation bill is really beneficial for the City of Las Vegas. A Martin Luther
166 King flyover, which is gonna create a continuation along Industrial and Martin Luther King, a
167 critical piece to our infrastructure puzzle in the downtown area, has a million, \$10 million set
168 aside for it. Expansion of '95, beyond Rainbow out to Kyle Canyon, another \$10 million.
169 Enhancements to the FACT System. So, there are a lot of projects that are really reaping a lot of
170 benefits through that House version of the bill, and we all have great hope that some of those will
71 be enhanced on the Senate side, when this bill goes to conference. So, we're in a really good
172 position right now on the transportation bill.

173 In addition, I think our delegation has done a fabulous job of battling back the attempt to take our
174 Public Lands Management sales proceeds. Through the budget negotiations and the process by
175 which the budgets are established in both the House and the Senate, different rules are adopted as
176 that process goes forward. And, right now, the Public Lands Management money is not on the
177 overall budget rule process, and so they've agreed that the amount of money that needs to be
178 saved or cut in the budgeting process, that money is not as sub, susceptible to being tapped to fill
179 in gaps. That's a really important step. I know that our delegation, we listened to Senator Ensign
180 and Senator Reid speak about their efforts on the Senate side and kudos to them for fighting a
181 very hard battle to save that money for very important; critical infrastructure issues for Southern
182 Nevada and the continued development of parks, trails, and natural spaces, as well as
183 conservation areas in Southern Nevada that allow us to continue to grow.

184 So, we've – made some real good progress in the last week. I think it was a real good trip. We've
185 got enormous support for our appropriation parties, and I think we're in a good position federally
186 and – at the state level at this point.

187

188 **MAYOR GOODMAN**

189 Yes. Thank you very much. Are there any other comments or questions? Mayor Pro Tem.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

190 **COUNCILMAN REESE**

191 I just wanna thank Betsy for not mentioning AB116. Just for the youngsters out there, I
192 introduced a bill, I got an assemblyman to introduce a bill that, in my other life, I had been
193 approached by many, many other sportsman, and I – was part of this process, and I see how it
194 works. And, I gotta tell you, when I went over there and testified, they had quite a few up there
195 opposing this bill. And what this bill allowed, would disallow would be, if a hunter was
196 successful in bagging a – mule deer this year, then he wouldn't be able to apply for a tag the next
197 year. And I found out that, really quick, how some of these committees, these groups that they
'8 try to explain real quick and gave me a – lesson on what you have to do in order to get a bill
-199 passed through the legislature, if you wanna go through the wildlife – groups. And, it's just about
200 impossible, I think. But, again, though, I think that the bill is a very good bill, and I hope that it
201 does see the daylight, so at least we can get people to at least vote on this bill. Because it – will
202 allow a lot of people that have discontinued applying for tags, because they go for many, many
203 years without getting a tag. And so, I – appreciate that, Betsy. But, if you can, just kinda watch
204 that a little bit for me.

205

206 **BETSY FRETWELL**

207 We'll keep it on the tracking list.

8

209 **COUNCILMAN REESE**

210 Thank you.

211

212 **MAYOR GOODMAN**

213 Thank you. Any other comments or questions? I have a – couple, Ms. Fretwell. One pertains to
214 our Entertainment District. It's been brought to my attention that the Beauty Bar, which is gonna
215 be, I believe, in the Sixth and Fremont area, very important element to the Entertainment
216 District, it's patterned after the Sex in the City TV show, where the women go in and they can
217 have a, sort of a cocktail experience, as well as a cosmetological (sic) experience, that they're
218 having some problems, as far as getting the Cosmetology Board on the state level to cooperate
219 with them and to approve the project. If there's any way we can look into that and maybe get a

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

220 bill that says that, if it's used for entertainment and that there will be no detrimental health issues
221 involved, as a result of whatever cosmetological (sic) activity is taking place, that it would be
222 appropriate. They've – had this problem in other places. They've resolved in other places. But
223 I'd sure like to have it opened up without having to go through a courthouse.

224

225 **BETSY FRETWELL**

226 We'll be happy to look into that.

227

28 **MAYOR GOODMAN**

—229 Good. The second, as far as Councilman Brown and myself, I believe I can speak for him as his
230 position on the LVCVA Board, we both have a lot of respect for Mayor Nichols from Mesquite.
231 We read his letter; it's very compelling, as you say, and I believe that we'll definitely be in
232 support of Mesquite being a permanent member. And, I think neither of us have any objection to
233 the gaming industry having an additional representative placed on there in order to balance the
234 board. So, I just wanna make a public statement so people know where we're standing on that.
235 Also, I know that there is a proposed bill, or a bill draft on consolidation, and I hope that you are
236 briefing the Council on that. And, hopefully, the Council will want to see that bill vigorously
237 pursued.

— '8

—239 **BETSY FRETWELL**

240 Well, when that bill is actually introduced, we'll be happy to double back with each of you and
241 talk about the evaluation and analysis of the bill and what it does.

242

243 **MAYOR GOODMAN**

244 And the last issue is, how mu, we haven't heard a dollar figure as to how much it's gonna, we
245 need for EVOLVE in order to have it as, to be as effective as it has been.

246

247 **BETSY FRETWELL**

248 Right now, Mayor, we have a – budget package, what we call a decision package for you that'll
249 be presented at the next, at your budget meeting next week, about \$600,000 to convert the

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

250 current grant-funded staff to general-funded staff to continue the program. If – it's the desire of
251 the Council to perpetuate the program, I would suggest that we need to make that decision and
252 fund it, even though, I feel, very hopeful that we're going to get federal and state funding to be
253 able to maybe shift those investments around a little bit. If we don't make that decision relatively
254 quickly and we wait for the legislature's conclusion, for instance, or we wait for the
255 appropriations bills from the federal government that will not pass, unless something miraculous
256 happens, October's usually the earliest, we're gonna lose those people that we've spent two years
257 grooming and are really essential to that program's success. So, we need to create some
258 continuity, if we plan to continue the program. If we wait for the other funding, we're gonna lose
259 people, we'll have to start over, and there will be a discontinuation of service. So, that'll be
260 presented next week, but – we're looking at just a little under \$600,000 to make that conversion.

261

262 **MAYOR GOODMAN**

263 Are we permitted to have private funding for that as well?

264

265 **BETSY FRETWELL**

266 Oh, we – accept donations. Absolutely. And, I mean, anything over \$25,000 we bring back to the
267 Council for authorization. Anything under that, you've authorized the City Manager to accept on
268 your behalf. So, we can, certainly, we've accepted donations that are earmarked, and we can do
269 that in this case as well.

270

271 **MAYOR GOODMAN**

272 Very good. Thank you. That's all I have. May I have a motion, please.

273

274 **COUNCILWOMAN TARKANIAN**

275 Mr. Mayor?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 43

276 **MAYOR GOODMAN**

277 Yes. Councilwoman.

278

279 **COUNCILWOMAN TARKANIAN**

280 If we, approve this, before we get anything from the state and before we get anything from the
281 federal government, will this hurt our chances? Will, for example, the state say, well, they
282 budgeted in, so they have the money more than we have, they, the state has it? I'm just, that
283 would be, that's something to worry about a little bit.

284

285 **BETSY FRETWELL**

286 That's a, it's a good point. I can tell you, I think, from the – federal level, there's a lot of support
287 among the delegation to really push to get an allocation, and they're excited that we're investing
288 in the program. On the state front, that could be a concern, because, you know, dollars are tight
289 everywhere. However, there's a pretty compelling case. Seventy-five percent of the participants
290 in the EVOLVE program came directly out of Nevada correctional facilities, state facilities, so
291 they're state felons. And, as a result, we feel we have a really compelling case that this should
292 be, have a significant funding source from the state. Yeah, we will have to be mindful of that, and it
293 may be that we could structure it so that it's sort of a challenge. But I think we've got a lot of
4 support, and I'm hopeful it will be successful.

295

296 **COUNCILWOMAN TARKANIAN**

297 Thank you.

298

299 **MAYOR GOODMAN**

300 All right. Thank you very much. Any other comments or questions? The motion, please.

301

302 **COUNCILMAN REESE**

303 Yes, Your Honor. Again, Betsy, a great report, and I would incorporate all the comments
304 made by the Board in my motion for approval.

***CITY COUNCIL MEETING OF
MARCH 16, 2005***

VERBATIM TRANSCRIPT – Item 43

305 **MAYOR GOODMAN**

306 All right. Thank you. Let's vote, please. Post. Motion carries. **(Motion carried unanimously.)**

307 Thank you.

308

309 **(END OF DISCUSSION)**

310 /gpb;ac

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - 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 - STRIKE - UNANIMOUS

MINUTES:

The appellant was not present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), was present.

There was no discussion.

(10:47)

2-381

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,

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

RECEIVED
CITY CLERK

2005 FEB -3 P 2: 15

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,

A handwritten signature in cursive script that reads "Stacey Campbell".

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
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18112-001-604

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Monique Armstrong, 5152 Paradise Valley Avenue, Las Vegas, Nevada 89156

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 - APPROVED the appeal, thereby granting a site-specific work card with a one-year (3/15/2006) review - UNANIMOUS

MINUTES:

RECESS: 10:48 - 10:49 A.M.

The appellant was present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), indicated the confidential report details MS. ARMSTRONG'S criminal history. In 2000, the charge was negotiated to a lesser charge from possession of attempt to sell to attempt possession, or felony to gross misdemeanor. Denial is automatically triggered based on a charge or a conviction. The employer did submit a letter supporting the appellant's employment.

MS. ARMSTRONG commented that she wants to be a social worker because she loves working with children. This job will help her learn about children.

COUNCILMAN WOLFSON confirmed with MS. ARMSTRONG that she received an honorable discharge from probation and that she has not been in trouble since then.

COUNCILWOMAN TARKANIAN expressed concern about MS. ARMSTRONG having drugs around her children and at the pre-school. DETECTIVE RODD clarified that MS. ARMSTRONG received a citation for narcotics paraphernalia at the pre-school. The drugs were found at the home, and the paraphernalia on her person at the time she was arrested. COUNCILWOMAN TARKANIAN advised MS. ARMSTRONG that, if she loves children, she should not have drugs around them. As a former member of the School Board, she learned that children as young as five years old have picked up drugs from home, taken them to school, and tried to use them.

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES - Continued:

(10:47 - 10:49)

2-403

RECEIVED
CITY CLERK

2005 FEB 22 P 3: 58

February 22, 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,


Monique Armstrong
5152 Paradise Valley Avenue
Las Vegas, NV 89156



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
VRENCE WEEKLY
MICHAEL MACK

STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

February 22, 2005

Monique Armstrong
5152 Paradise Valley Avenue
Las Vegas, NV 89156

Re: **WORK CARD APPEAL**

Dear Ms. Armstrong:

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 **March 16, 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,

A handwritten signature in black ink, appearing to read "Ydoleena Yturralde".

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

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TTY 702.386.9108

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18112-001-1-05

CLV 7009

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Diana Janice Asuncion, 8400 West Charleston Boulevard #122, Las Vegas, Nevada 89117

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 STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

RECEIVED
CITY CLERK

2005 FEB 22 A 10:15

February 22, 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,



Diana Janice Asuncion
8400 W. Charleston Blvd., #122
Las Vegas, NV 89117



February 22, 2005

Diana Janice Asuncion
8400 W. Charleston Blvd., #122
Las Vegas, NV 89117

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY

MICHAEL MACK
JANEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

Re: **WORK CARD APPEAL**

Dear Ms. Asuncion:

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 **March 16, 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,

A handwritten signature in black ink, appearing to read "Yvonne Yturralde", is written over a horizontal line.

Yvonne 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
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LAS VEGAS, NEVADA 89101

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18112-001-1-05

CLV 7009

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Dean A. Kolettis, 2901 South Industrial Road, Las Vegas, Nevada 89109

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 STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

MINUTES:

There was no related discussion.
(9:34 - 9:37)
1-913

February 22, 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,



Dean A. Kolettis
2901 South Industrial Road
Las Vegas, NV 89109

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CITY CLERK
2005 FEB 22 P 2:25



February 22, 2005

Dean A. Kolettis
2901 South 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
EVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

Re: **WORK CARD APPEAL**

Dear Mr. Kolettis:

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 **March 16, 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.

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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,

A handwritten signature in black ink, appearing to read "Yvonne Yturralde".

Yvonne Yturralde
Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

/pc

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

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: V'Andre H. Bonner, 2901 Industrial Road, Las Vegas, Nevada 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. Support letter from proposed employer 7-Eleven Store #29662

MOTION:

REESE - Motion to bring forward and STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

RECEIVED
CITY CLERK

2005 FEB 23 P 4: 28

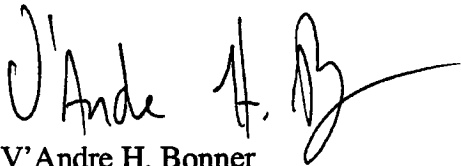
February 23, 2005

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 black ink, appearing to read "V'Andre H. Bonner", with a long horizontal flourish extending to the right.

V'Andre H. Bonner
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

EVE WOLFSON

LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

February 23, 2005

V'Andre H. Bonner
2901 Industrial Road
Las Vegas, NV 89109

Re: **WORK CARD APPEAL**

Dear Mr. Bonner:

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 **March 16, 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 II 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

TTY 702.386.9108

www.lasvegasnevada.gov
18112-001-1-05
CLV 7009

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FEB 11 2005

CCB & J

7-ELEVEN STORE #29662

2431 East Bonanza Road

Las Vegas, Nevada 89101

Telephone: (702) 384-0090

February 8, 2005

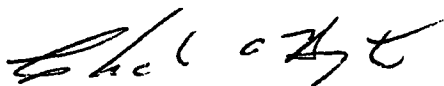
Subject: V'Andre H. Bonner, SSAN [REDACTED]

TO WHOM IT MAY CONCERN:

I have reviewed the LVMPD Record Check for Mr. Bonner and I am aware of his robbery conviction in 1999. After my conversation with Mr. Bonner I still desire to hire this individual to work as a Sales Associate in my store.

Please take any necessary action to allow Mr. Bonner to obtain a work card so he can continue to rehabilitate himself and become a productive citizen of Las Vegas.

Sincerely yours,



Charles A. Harrington

Franchisee

2005 FEB 23 P 4:18

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Jennifer Deeann Stitt, 6666 Washington #124, Las Vegas, Nevada 89107

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 STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

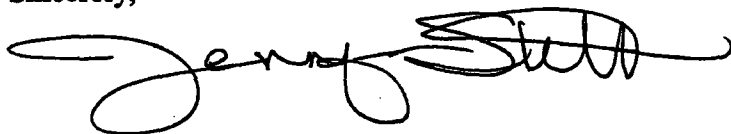
February 16, 2005

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 black ink, appearing to read "Jennifer Stitt". The signature is fluid and cursive, with a large loop at the end.

Jennifer Deeann Stitt
6666 Washington #124
Las Vegas, NV 89107

RECEIVED
CITY CLERK
2005 FEB 16 P 12:52



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
EVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

February 16, 2005

Jennifer Deeann Stitt
6666 Washington #124
Las Vegas, NV 89107

Re: **WORK CARD APPEAL**

Dear Mr. Warren:

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 **March 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,

A handwritten signature in black ink, appearing to read "Ydoleena Yturralde".

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

TTY 702.386.9108

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18112-001-1-05
CLV 7009

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Casey Joseph Loop, 4185 Paradise Road #2109, Las Vegas, Nevada 89109

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 **STRIKE** Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in **ABEYANCE** Items 41 and 61 to 4/6/2005, and **TABLE** Item 65 - **UNANIMOUS**

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

RECEIVED
CITY CLERK

2005 FEB 16 P 4:03

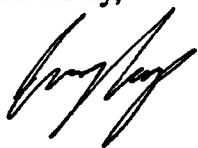
February 16, 2005

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,



Casey Joseph Loop
4185 Paradise Road, #2109
Las Vegas, NV 89109



February 16, 2005

Casey Joseph Loop
4185 Paradise Road, #2109
Las Vegas, NV 89109

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
EVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

Re: **WORK CARD APPEAL**

Dear Mr. Loop:

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 **March 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,

A handwritten signature in cursive script that reads "Stacey Campbell".

Stacey Campbell
Deputy City Clerk II 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

TTY 702.386.9108

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18112-001-1-05

CLV 7009

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Charles J. Irion, 1020 Hassett Avenue, Las Vegas, Nevada 89104

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 **STRIKE** Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in **ABEYANCE** Items 41 and 61 to 4/6/2005, and **TABLE** Item 65 - **UNANIMOUS**

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

RECEIVED
CITY CLERK

2005 FEB 17 A 10:43

February 17, 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,



Charles J. Irion
1020 Hassett Avenue
Las Vegas, NV 89104



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
EVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

February 16, 2005

Charles J. Irion
1020 Hassett Avenue
Las Vegas, NV 89104

Re: WORK CARD APPEAL

Dear Mr. Irion:

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 **March 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,

A handwritten signature in cursive script that reads "Stacey Campbell".

Stacey Campbell
Deputy City Clerk II 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

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-1-05
CLV 7008

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Christin June Delay, 6105 E. Sahara Avenue #75, Las Vegas, Nevada 89142

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 STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

RECEIVED
CITY CLERK

2005 FEB 17 P 3:14

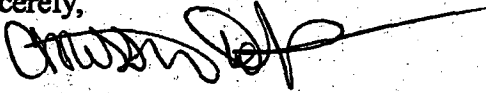
February 17, 2005

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,



Christin June Delay
6105 E. Sahara Avenue, #75
Las Vegas, NV 89142



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
EVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

February 17, 2005

Christin June Delay
6105 E. Sahara Avenue, #75
Las Vegas, NV 89142

Re: WORK CARD APPEAL

Dear Ms. Delay:

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 **March 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,

A handwritten signature in cursive script that reads "Stacey Campbell".

Stacey Campbell
Deputy City Clerk II 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

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18112-001-1-05
CLV 7009

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005**DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

Discussion and possible action regarding Temporary Approval of a new 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, Meat House One, LLC, dba Montana Meat Company, 6371 Centennial Center Boulevard, Gaming Investors, LLC, Mgr, Mmbr, 100%, Garry V. Goett, Mgr, Steven S. Meatovich, Mgr, Barry R. Moore, Mgr, Robert J. Buist, Jr., Mgr, Guy Inzalaco, Mgr, Olympia Entertainment, LLC, Mmbr, 50%, Garry V. Goett, Mgr, Mmbr, 54%, Guy Inzalaco, Mgr, Mmbr, 36%, BBS Gaming, LLC, Mmbr, 50%, Barry R. Moore, Mmbr, 40%, Steven S. Meatovich, Mmbr, 30%, Robert J. Buist, Jr., Mmbr, 30% - Ward 6 (Mack)

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 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 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 Alicia Ashcraft
3. Map

MOTION:

MACK - 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:

ALICIA ASHCROFT, Attorney with the Law Firm of Jolley, Urga, Wirth, Woodbury, and Standish, appeared on behalf of the applicant.

JIM DiFIORE, Manager, Business Services, reported that the applicant met the requirements for consideration of a temporary approval. There was no preliminary area of concern. He suggested approval as recommended.

(10:53 - 10:54)

2-567

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Tavern License and a new Restricted Gaming License for 15 slots, Meat House One, LLC, dba Montana Meat Company, 6371 Centennial Center Boulevard

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 from the applicant's counsel outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on February 7, 2005. Based on a review of the SCOPE printouts furnished to this Department, we have determined that they are preliminarily suitable to hold a temporary alcoholic beverage 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.

R. GARDNER JOLLEY
WILLIAM R. URG
ROGER A. WIRTH
BRUCE L. WOODBURY

THOMAS J. STANDISH
KATHRYN STRYKER WIRTH
BRIAN E. HOLTHUS
MARTIN A. LITTLE

**JOLLEY URG WIRTH
WOODBURY & STANDISH
ATTORNEYS AT LAW**

ALICIA R. ASHCRAFT
DAWN R. THRONE
L. CHRISTOPHER ROSE
CHRISTOPHER D. CRAFT
NATALIE M. COX

M. DARON DORSEY
PATRICIA J. COYNE
DAVID J. MALLEY
BRIAN C. WEDL

OF COUNSEL
CHARLES T. COOK

3800 HOWARD HUGHES PARKWAY
SIXTEENTH FLOOR
WELLS FARGO TOWER
LAS VEGAS, NEVADA 89109
TELEPHONE (702) 699-7500
FACSIMILE (702) 699-7555

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E-MAIL: mail@juww.com

BOULDER CITY OFFICE
1000 NEVADA WAY
SUITE 105
BOULDER CITY, NEVADA
89005
(702) 293-3674

BILL SPOHRER
DIRECTOR OF ADMINISTRATION

February 8, 2005

**Via Facsimile 382-6672
& Regular Mail**

Debbie Outland
City of Las Vegas
Department of Business License
400 E. Stewart, Room 107
Las Vegas, Nevada 89101

2005 MAR -4 A 9:51
RECEIVED
CITY CLERK

**Re: Meat House One, LLC dba Montana Meat Company (the "Company")
3140 S. Rainbow Blvd., Las Vegas, Nevada 89146**

Dear Debbie:

This letter is sent to request issuance of a temporary license pending final approval of the above Company's application for (1) tavern liquor license (with one (1) service bar), one (1) restaurant license, and one (1) gaming license for fifteen (15) slots. Further, it is requested that the Company be placed on the **March 16, 2005** Las Vegas City Council Agenda for approval of such temporary license.

As always, thank you for your assistance with this application.

Very truly yours,

JOLLEY URG WIRTH WOODBURY
& STANDISH

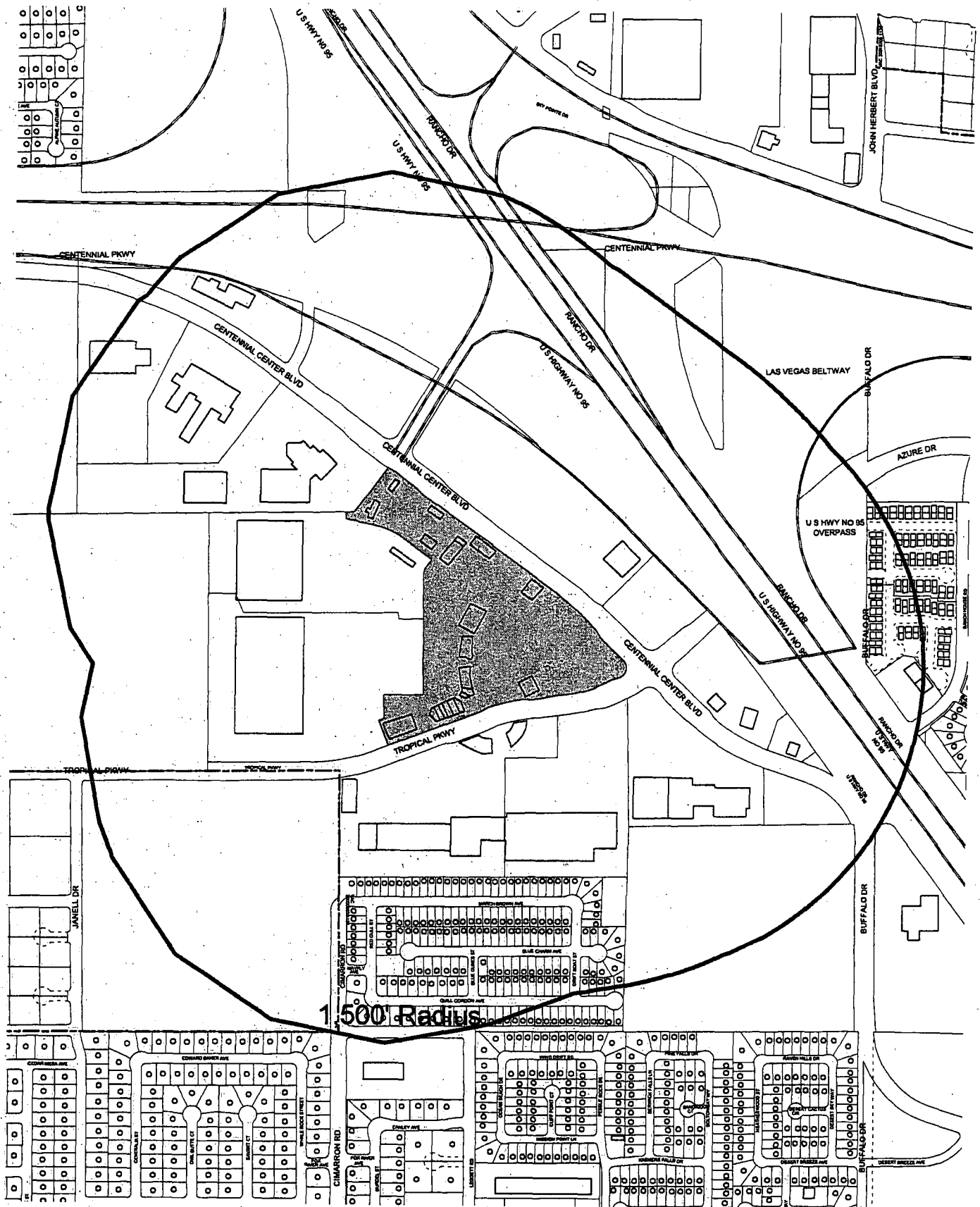


Alicia R. Ashcraft

ARA:mw

cc: Steve Meatovich (via facsimile)
William R. Urga, Esq.

MONTANA MEAT COMPANY



0 300 600 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Viengsamai Monsay, dba Lan Xang Cafe, 2327 South Eastern Avenue, Viengsamai Monsay and Gniam Monsay, 100% jointly as husband and wife (NOTE: Item to be heard in the afternoon session in conjunction with Item 120 - SUP-5868) - Ward 3 (Reese)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Supper Club 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 Viengsamai Monsay

MOTION:

REESE - APPROVED the temporary license with a six-month (9/21/2005) review, and 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:

NOTE: See Item 120 [SUP-5868] for all related discussion.

(2:56 - 2:57/4:21 - 4:26)

4-737/5-21

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Viengsamai Monsay, dba Lan Xang Cafe, 2327 South Eastern Avenue

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 January 5, 2005 from Mr. Viengsamai Monsay outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on January 14, 2005. Based on our review of the applicants' Scope printouts, we have determined the applicants are preliminarily suitable to hold a temporary supper club alcoholic beverage 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.

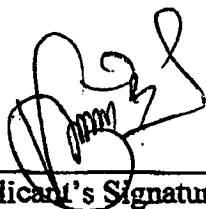
Justification Letter

Viengsamai Monsay (the applicant), dba Lan Xang Café, located at 2327 S. Eastern Ave., Las Vegas, NV 89104, respectfully requests a temporary supper club license, which allows the applicant to serve alcoholic beverage on the business premises temporarily until the applicant obtains a regular supper club license, for which the application form were submitted.

The applicant meets all requirements under Title 6, Chapter 50, Las Vegas Municipal Code to obtain a supper club license, and intends to abide by all other code requirements and rules.

The special use permit is crucial for the successful business, since Lao, Thai, and Chinese foods are served with beer, wine and coolers traditionally. Currently, the applicant is anticipating that a significant portion of the total gross revenue will be generated from the sale of alcoholic beverage.

The applicant is abiding by the rules of applying and obtaining the required licenses and permits, and will pay taxes properly. Therefore, the applicant respectfully requests a temporary supper club license.



Applicant's Signature

LAN XANG CAFE
Business Name

01/05/05

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Samcon, Inc., dba Tomfoolery Irish Pub and Eatery, 4300 Meadows Lane, Suite 2430, Sean T. Higgins, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

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 Supper Club 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 John T. Moran III, Esq.
3. Map
4. Submitted at meeting: opposition letter signed by June Ingram and Pamela Stancliffe with attached aerial map

MOTIONS:

TARKANIAN - APPROVED the temporary license with a six-month (9/21/2005) review, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent supper club license after completion of appropriate process or extend the temporary supper club license in the event the police report is not completed within the six-month temporary period with gaming license to be considered at a later date - **UNANIMOUS**

NOTE: MAYOR GOODMAN disclosed that his children might have an interest in an Irish bar in a different jurisdiction, but he did not feel their interest would impede his ability to be fair in this matter. **ASSISTANT CITY ATTORNEY JOHN REDLEIN** opined that, since **MAYOR GOODMAN** felt he had no conflict of interest, he could not find that one exists.

MINUTES:

NOTE: Subsequent to preparation of minutes, a Verbatim Transcript was made a part of the Final Minutes.

J.T. MORAN, III, Attorney, 630 South Fourth Street, appeared on behalf of the applicant.

JIM DiFIORE, Manager, Business Services, reported that the applicant met the requirements for

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES - continued:

consideration of a temporary approval. He suggested approval as recommended.

COUNCILWOMAN TARKANIAN confirmed with ATTORNEY MORAN that this restaurant will be similar to the former Ricardo's, as far as the liquor. ATTORNEY MORAN added that the pub will have a phenomenal, responsible management team, as does the owner's other pub, Three Angry Wives, located around Charleston and Fort Apache.

JUNE INGRAM, Charleston Neighborhood Preservation, submitted a letter of opposition and expressed concern about the pub being too close to nearby neighborhood schools. She discussed with ATTORNEY MORAN that the pub will operate during standard hours and will have a controlled environment with an open bar. As far as the gaming, video poker machines are intended, but the owner must still receive approval from the State Gaming Board. The CC&R's state that only one of these types of uses is permitted within the Meadows Mall.

MS. INGRAM insisted that the residents are opposed to gaming, because it would set a precedent for the Mall. ATTORNEY MORAN offered to take MS. INGRAM'S information so that he could contact her to discuss all her issues and to work with the neighbors.

COUNCILWOMAN TARKANIAN expressed her concern about allowing gaming, because there are already enough problems with the Meadows Mall. To assuage her concerns, MR. DiFIORE indicated that this matter only involves consideration of the supper club license for liquor. The gaming would be limited to five video poker machines, but it still has to be approved by the Council through a special use permit.

(10:54 - 11:03)

2-608

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Samcon, Inc., dba Tomfoolery Irish Pub and Eatery, 4300 Meadows Lane, Suite 2430

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 February 28, 2005 from the applicant's counsel outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on January 28, 2005. Based on a review of the SCOPE printouts furnished to this Department and the fact that the applicant currently holds a tavern license for Three Angry Wives Pub located at 8820 West Charleston Boulevard for which he was previously investigated and approved, we have determined he is preliminarily suitable to hold a temporary alcoholic beverage 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.



MORAN & ASSOCIATES

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

ATTORNEYS AT LAW

JOHN T. MORAN, JR.*
JILL M. LYNNE
LEW BRANDON, JR.
JEFFERY A. BENDAVID
SHAWN R. HUGGINS
J.T. MORAN III
LADINE ORAVETZ
PROFESSIONAL CORPORATIONS
*OF COUNSEL

February 28, 2005

VIA HAND DELIVERY

Ms. Debbie Outland
City Of LV Business License Dept.
400 Stewart Ave, 3rd Floor
Las Vegas, NV 89101

RE:	BUSINESS VENUE:	TOMFOOLERY
	JURISDICTION:	LAS VEGAS, NEVADA
	LOCATION:	4300 MEADOWS LANE
	LICENSURE:	RESTRICTED GAMING/SUPPER CLUB

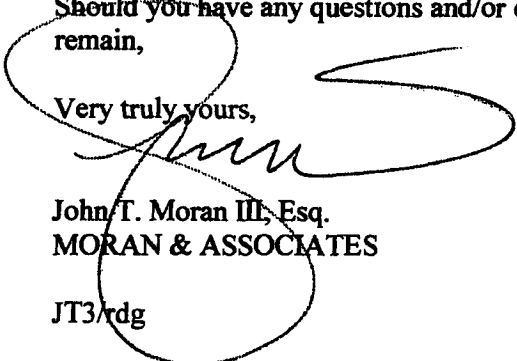
Dear Ms. Outland:

Please allow this correspondence to serve as our formal request to acquire "Temporary Licensure" at the aforementioned location and for "Supper Club." As such and pursuant to your request enclosed please find a copy of Mr. Sean Higgins' Las Vegas Metropolitan Scope Sheet, North Las Vegas Scope Sheet and Henderson Scope Sheet and for your review and file. Please note and pursuant to said scope sheets Mr. Higgins has received no misdemeanor nor felony convictions.

Please be advised that the following applicant currently holds a privileged license and in the City of Las Vegas, personally and as a member/owner of HIGCO d/b/a Three Angry Wives.

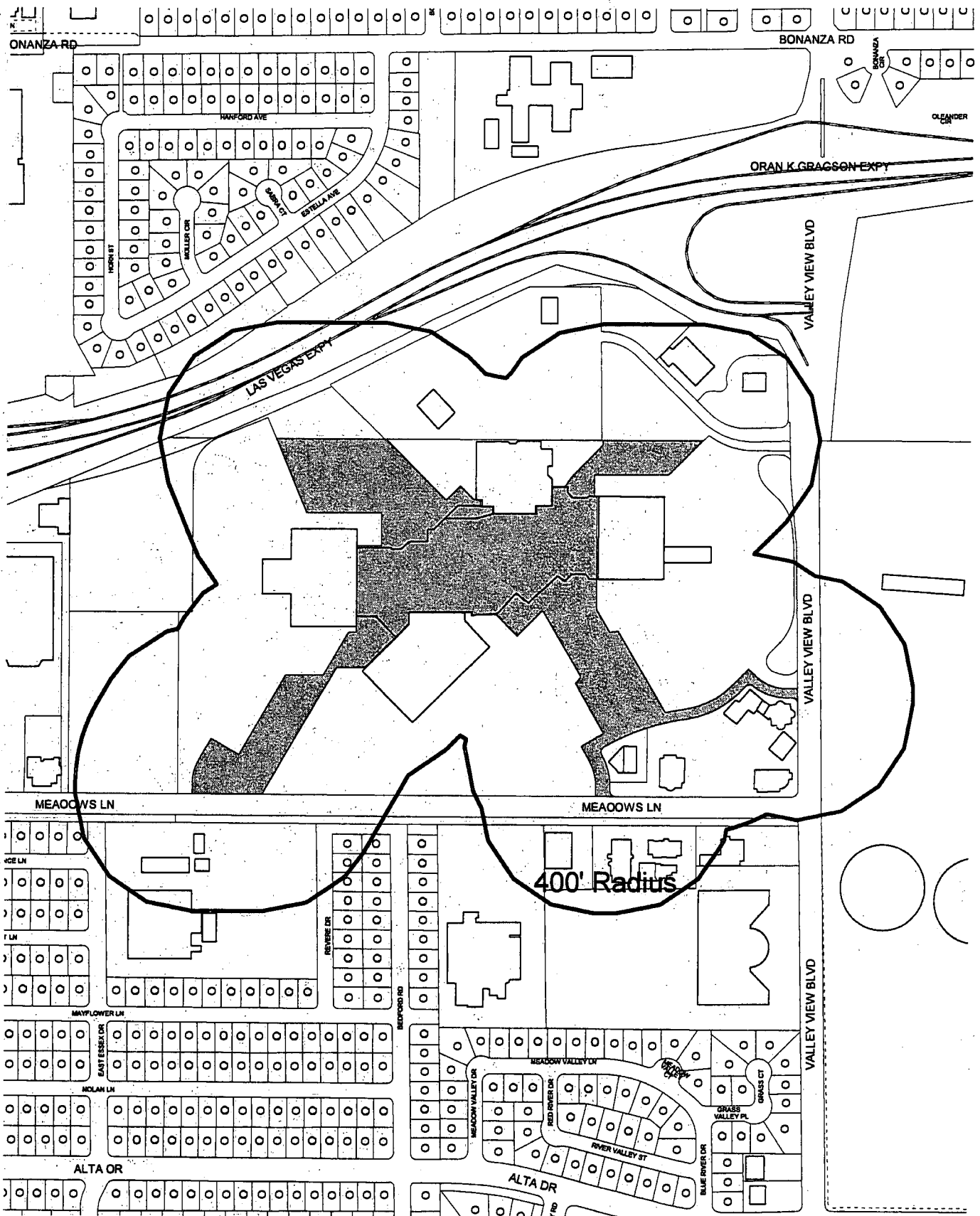
Should you have any questions and/or comments, please do not hesitate to contact me personally. I remain,

Very truly yours,


John T. Moran III, Esq.
MORAN & ASSOCIATES

JT3/rdg

TOMFOOLERY, IRISH PUB AND EATERY



0 200 400 Feet





CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

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

March 14, 2005

RE: Item #55 on Wednesday March 16, 2005's Agenda

Dear Mayor and City Council Members,

We feel that a nice Restaurant in a regional mall, such as Meadows Mall, would be an asset to that Mall. Several years ago, Ricardo's Restaurant was an asset.

A real nice Restaurant with sit-down meals would be great.

A Tavern or Supper Club or Pub where people can sit for hours drinking and gambling would not be good. People who overindulge on alcohol often drive carelessly and heedlessly in parking lots.

We are concerned with the safety of teenagers and other children who are dropped off at the Mall by parents to shop and be picked up later. One business owner expressed the opinion that if a child was in danger, they could scream and Security would arrive quickly. We don't think that is a very responsible attitude. If a Tavern or Supper Club or Pub were to bring more business to the Mall, would it worth the possibility of endangerment to children?

They do not need to be exposed to gaming or reckless drunk drivers. It only takes one careless driver to kill a child..

We feel that neither a Restaurant nor Tavern should be allowed to have any alcohol or gaming on the premises. The Laws for Restriction Zones are very clear. It is too close to neighborhood schools! Please see the next page - it shows the proximity of a School to Meadows Mall.

Please STRIKE Item #55.

Thank you very much.

June Ingram

June Ingram
259-3094

and

Pamela Stancliffe

Pamela Stancliffe
258-1517

Submitted at City Council
Date 3/16/05 Item 55

Southern Nevada GIS ~ OpenWeb Info Mapper



School ↑ 3/14/2005

Property Information

Parcel Number:	13931203001
Owner Name(s):	SCHOOL BOARD OF TRUSTEES
Site Address:	325 ESSEX DR
Jurisdiction:	Las Vegas - 89107
Zoning Classification:	Civic District (C-V)

Miscellaneous Information

Subdivision Name: PT SE4 NW4 SEC 31 20 61

Construction Year: 1966

Last Sales Date: 00/0000

Last Sales Price: \$0

Recorded Doc Number: 0002580209308

T-R-S: 20-61-31

Census Tract: 105

CHARLESTON
NEIGHBORHOOD
PRESERVATION

Elected Officials

Commission District:	F - LYNETTE BOGGS MCDONALD	City Ward:	1 - JANET MONCRIEF
U.S. Senate:	JOHN ENSIGN, HARRY REID	U.S. Congress:	01 - SHELLEY BERKLEY
State Senate:	3 - VALERIE WIENER	State Assembly:	34 - WILLIAM C. HORNE
School District:	C - SHIRLEY BARBER	University Regent:	2 - BRET WHIPPLE

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

Item 55 – Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Samcon, Inc., dba Tomfoolery Irish Pub and Eatery, 4300 Meadows Lane, Suite 2430, Sean T. Higgins, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

Appearance List:

OSCAR GOODMAN, Mayor

JIM DiFIORE, Manager, Business Services

J. T. MORAN III, Moran and Associates, 630 South Fourth Street

LOIS TARKANIAN, Councilwoman

JUNE INGRAM, Charleston Neighborhood Preservations

GARY REESE, Councilman

JOHN REDLEIN, Assistant City Attorney

(10:54-11:03)

2-608

9 minutes

Typed by: Vicky Darling

Proofed by: Stacey Campbell

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

21 **MAYOR GOODMAN**

22 Item 54 is gonna be trailed to be heard this afternoon in conjunction with Item 120, so we'll
23 move onto Item 55. Fifty-five is discussion and possible action regarding temporary approval of
24 a new supper club license subject to the provisions of the planning and fire codes and Health
25 Department regulations. Samcon, Inc., doing business as Tomfoolery Irish Pub and Eatery, 4300
26 Meadows Lane. This is in Ward 1.

27

28 **JIM DiFIORE**

29 Mayor and members of the Council, the applicant does meet the requirements for consideration
30 of approval of a temporary license today, and that would be my recommendation.

31

32 **MAYOR GOODMAN**

33 Thank you.

34

35 **J. T. MORAN III**

36 Good morning, Mr. Mayor, members of the Council, J. T. Moran the Third, Moran and
37 Associates, 630 South Fourth Street, on behalf of the applicant. We're here to answer any
38 questions if need be and appreciate the opportunity.

39

40 **MAYOR GOODMAN**

41 Okay. Thank you. Are there any questions of either gentleman? All right. Seeing none, this is
42 in Ward 1. Councilwoman?

43

44 **COUNCILWOMAN TARKANIAN**

45 I – just wanted to ask the question, Mr. Moran, because I, there is going to be public comment
46 and concern about the placement of this in the Meadows. And my understanding from
47 information I received, as this is in the place of Ricardo's Restaurant was. Ricardo's Restaurant
48 had the liquor license also and that this would be about the same type of liquor being served?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

49 **J. T. MORAN III**

50 That's absolutely correct, Councilwoman.

51

52 **COUNCILWOMAN TARKANIAN**

53 Yeah. And so that, if anybody thought that it was an asset to have Ricardo's, I would assume,
54 with the management's that in place for this, that they would be able to consider this an asset
55 also. There was just a concern from some citizens in the area and I didn't have time to reach
56 them personally and I wanted to make an emphasis that this is nothing new. It's the same as
57 what we had before in Ricardo's and it will not be selling any more liquor or anything than
58 Ricardo's did, as a restaurant, because primarily it's the restaurant.

59

60 **J. T. MORAN III**

61 Councilwoman, that's absolutely correct and the only thing new at this location is going to be the
62 phenomenal management team by Mr. Sean Higgins. He has a current existing location up on
63 Charleston, around the Rampart/Fort Apache area, that being Three Angry Wives. He will
64 emphasize the same operating procedures as he does up at that location at this location and it will
65 be a very responsible operation.

66

67 **COUNCILWOMAN TARKANIAN**

68 Thank you.

69

70 **J. T. MORAN III**

71 Thank you, Councilwoman.

72

73 **COUNCILWOMAN TARKANIAN**

74 Just wanted to ask you that, have it on the record for questions. Thank you very much.

75

76 **J. T. MORAN III**

77 Thank you.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

78 **MAYOR GOODMAN**

79 Did you want to be heard?

80

81 **JUNE INGRAM**

82 Yes, please.

83

84 **MAYOR GOODMAN**

85 All right.

86

87 **JUNE INGRAM**

88 June Ingram, Charleston Neighborhood Preservations. Hello, Mayor and City Council. I have
89 some questions. What is the distance from the school, of that place? The Western school.

90

91 **MAYOR GOODMAN**

92 All right. Is anybody able to answer that? Anybody able to answer the question as to the
93 distance from the school?

94

95 **COUNCILMAN REESE**

96 From Western High School?

97

98 **JUNE INGRAM**

99 Yes.

100

101 **COUNCILMAN REESE**

102 It's probably less than half a mile.

103

104 **JUNE INGRAM**

105 So is that within –

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

106 **COUNCILMAN REESE**

107 No.

108

109 **JUNE INGRAM**

110 It's – too close?

111

112 **COUNCILMAN REESE**

113 No, no, it's –

14

115 **MAYOR GOODMAN**

116 No, it's beyond –

117

118 **COUNCILMAN REESE**

119 There's an elementary school across Valley View there.

120

121 **JUNE INGRAM**

122 I know there's an entrance, but as the crow flies, you can go by that.

123

124 **COUNCILMAN REESE**

125 Well, that's – what I'm saying, from Western High School, it's about a half a mile. But from the
126 school across the street, it's probably seven hundred and fifty feet.

127

128 **JUNE INGRAM**

129 Okay. Okay, I – have, I sent faxes to everyone. I have a fax for everyone. You probably have
130 my – (inaudible) Thank you. Okay. The other questions we have was what's opening and
131 closing hours there?

132

133 **MAYOR GOODMAN**

134 Anybody able to answer that?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

135 **J. T. MORAN III**

136 Well, Mr. Mayor, not with absolute certainty, but I can say that they'll just be standard operating
137 hours. I'm imagining when the mall opens, sometime prior to lunch and then probably sometime
138 around the time that the mall closes. So there won't be any extraordinary hours outside the
139 standard hours that it's going to be open.

140

141 **JUNE INGRAM**

142 Okay. Besides a restaurant and the drinks there, will this be open bar?

43

144 **J. T. MORAN III**

145 It's my understanding that it will be a controlled environment, open bar with sufficient spacing
146 and –

147

148 **JUNE INGRAM**

149 Okay. Will there be gambling in there? Will there be casinos and –

150

151 **J. T. MORAN III**

152 Yes, there will. It won't be –

153

154 **JUNE INGRAM**

155 I mean, – not casinos, slots or just what? What will be in there?

156

157 **J. T. MORAN III**

158 There will be video poker machines. It's my understanding that is subject also to approval by the
159 State Gaming Board and Commission.

160

161 **JUNE INGRAM**

162 Okay. Won't that be the first – in the mall, of the slots?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

163 **J. T. MORAN III**

164 The slots will not be operational after the issuance of this temporary. It's my understanding that
165 we're just going to go forward at this point with liquor and food and beverage and what not.

166

167 **JUNE INGRAM**

168 And you're gonna try to get this added later?

169

170 **J. T. MORAN III**

71 Absolutely. But again, it will be controlled and relegated to the bar areas and that will hopefully
172 deter any minors around that specific area.

173

174 **JUNE INGRAM**

175 Okay. Okay, whatever happens there, this is not the same slot that Ricardo's was in. It's across
176 the hall. So –

177

178 **MAYOR GOODMAN**

179 Okay. Well, this is – what we have to do is we have – to direct it up here. And, that's the way
180 we do it.

181

182 **JUNE INGRAM**

183 Oh, okay. Yeah. Sorry. Anyway –

184

185 **MAYOR GOODMAN**

186 Okay. I mean, it was so cozy and friendly that I –

187

188 **JUNE INGRAM**

189 Yeah, whatever – happen – sorry.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

190 **MAYOR GOODMAN**

191 – sort, was sort of enjoying it, to be honest with you, but no, we are running a City Council
192 meeting.

193

194 **JUNE INGRAM**

195 Any way, whatever happens there will, in this – slot will, there's, across the hall there's the old
196 Ricardo's place. So, whatever they agree to here today could happen across the hall as well. So
197 will that be acceptable across the hall? At the next office, next building?

98

199 **MAYOR GOODMAN**

200 Well, they – have to come back to us. I mean, that's a separate issue.

201

202 **JUNE INGRAM**

203 You can't hardly say no, once this goes in. You have to, 'bout have to say yes to them.

204

205 **J. T. MORAN III**

206 Mr. Mayor, I think I can add to that.

207

208 **MAYOR GOODMAN**

209 All right.

210

211 **J. T. MORAN III**

212 It's my understanding that the – actual CC&Rs in the specific lease only allow for one specific
213 location like this.

214

215 **MAYOR GOODMAN**

216 You have to speak in the – mic. We have to pick this up, please.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

217 **J. T. MORAN III**

218 It' my understanding that the mall lease at that location, which is the Meadows Mall, only allows
219 for one specific location identical to this. So that would probably prevent any other person from
220 popping up in one space across the way or anywhere else in that specific mall.

221

222 **MAYOR GOODMAN**

223 All right. Thank you.

224

25 **JUNE INGRAM**

226 Okay. The – gambling is what we were quite a bit against. We're kind of against the gambling,
227 'cause that would be a precedence for the mall.

228

229 **MAYOR GOODMAN**

230 Okay. Well, of course, that's a state issue. You should –

231

232 **J. T. MORAN III**

233 Yeah, Mr. Mayor, I don't believe that that's properly before the board at this point –

234

235 **MAYOR GOODMAN**

236 No, it is not. That's a state –

237

238 **J. T. MORAN III**

239 – but we'd be happy to work with the neighbors on this as well, if that's a concern of theirs. We
240 have no problem with that.

241

242 **MAYOR GOODMAN**

243 Fine.

244

245 **J. T. MORAN III**

246 We are encouraging their patronism, so –

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

247 **MAYOR GOODMAN**

248 Right. I understand.

249

250 **J. T. MORAN III**

251 We're hoping to work with them and if she, if you have any questions, you can give me your
252 name and number and I'll be happy to talk with you about all of these issues that you have.

253

254 **MAYOR GOODMAN**

55 Very good. All right, thank you.

256

257 **JUNE INGRAM**

258 Okay. Thank you.

259

260 **MAYOR GOODMAN**

261 Okay. Let me ask Mr. Redlein this. Am I, I believe that my children have an interest in an Irish
262 bar somewhere, and it has, it's no where near this and I just don't see any effect whatsoever, but
263 I felt that I should make that disclosure. I just, this would, their interest in no way would effect
264 my – ability to be fair here.

265

266 **JOHN REDLEIN**

267 Then it does not sound like you have identified a conflict of interest. If your interest in this
268 matter are being driven about what would be good or bad for your children, then you have a
269 conflict. But if you don't see it, –

270

271 **MAYOR GOODMAN**

272 I don't see it.

273

274 **JOHN REDLEIN**

275 Then I can't say it exists.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

276 **MAYOR GOODMAN**

277 No, it's in a different jurisdiction even. Okay. Thank you.

278

279 **JUNE INGRAM**

280 So – our main concern is it being a pub, with open bar and all this. The food and the drinks, like

281 Ricardo's had, we're not opposed to. But being an open bar pub, we are.

282

283 **MAYOR GOODMAN**

84 I appreciate that. Thank you.

285

286 **JUNE INGRAM**

287 Because there'd be people over-drinking and there's a lot of handicapped parking just outside the

288 door. And that's a really busy mall, so we're thinking of the safety of many people instead of

289 just accommodating just a few that'll come there.

290

291 **MAYOR GOODMAN**

292 Thank you.

293

294 **JUNE INGRAM**

295 So that's our concern.

296

297 **J. T. MORAN III**

298 We appreciate your comments.

299

300 **JUNE INGRAM**

301 Thank you.

302

303 **MAYOR GOODMAN**

304 Very good, thanks. Very good. All right. Councilwoman?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

305 **COUNCILWOMAN TARKANIAN**

306 Mr. Mayor, I may need a little help in this, because I would move for the six-month review of the
307 tavern license and you're telling me it is where Ricardo's used to be?

308

309 **JUNE INGRAM**

310 No.

311

312 **J. T. MORAN III**

13 It's absolutely right across the way from Ricardo's.

314

315 **COUNCILWOMAN TARKANIAN**

316 Across. That's why I was asking that other question.

317

318 **J. T. MORAN III**

319 Right.

320

321 **COUNCILWOMAN TARKANIAN**

322 Okay. It's right across. But I would like to exclude the fifteen slots at this time; is that possible?

323

324 **J. T. MORAN III**

325 Well, I think that we're –

326

327 **COUNCILWOMAN TARKANIAN**

328 I don't want to put, there were no slots yet in the Meadows Mall. She's right in that. I
329 understand the liquor and the pub and the restaurant, but I'm concerned about initiating slots in
330 the Meadows Mall. We have very, very significant problems in the Meadows Mall. It, I –

331

332 **JIM DiFIORE**

333 Councilwoman?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

334 **COUNCILWOMAN TARKANIAN**

335 – don't even want to tell you some of the names they call the Meadows Mall. So, –

336

337 **JIM DiFIORE**

338 Councilwoman, today's consideration is for a supper club license, and it's just for the liquor
339 today and the actual gaming that is allowed with a supper club license is only limited to five
340 video poker and they would have to come before the City Council for a special use permit for
341 that, which I don't know that they have at this point in time.

42

343 **COUNCILWOMAN TARKANIAN**

344 So, I – in making this motion to accept this as recommended, we are not including a final vote on
345 the gambling? The gambling has to come back?

346

347 **JIM DiFIORE**

348 That's true.

349

350 **COUNCILWOMAN TARKANIAN**

351 Okay. I just want to be very sure of that.

352

353 **JIM DiFIORE**

354 Okay.

355

356 **COUNCILWOMAN TARKANIAN**

357 Okay. Then I would recommend that we approve, as recommended by staff, with the
358 understanding that the gaming license, the SU –

359

360 **JIM DiFIORE**

361 Special use permit.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 55

362 **COUNCILWOMAN TARKANIAN**

363 – special use permit is voted upon at a later time, by the Council.

364

365 **JIM DiFIORE**

366 That's correct.

367

368 **MAYOR GOODMAN**

369 All right. Let's vote on that, please.

70

371 **J. T. MORAN III**

372 Thank you, Councilwoman.

373

374 **MAYOR GOODMAN**

375 Post. Motion carries. (Motion carried unanimously.) Thank you.

376

377 **J. T. MORAN III**

378 Thank you, Mr. Mayor.

379 **(END OF DISCUSSION)**

380 /vwd;sc

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005**DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots subject to the provisions of the planning and fire codes and Health Dept. regulations, Toma Herfi, Incorporated, dba Durango Market, 6955 North Durango Drive, Suites 1113 and 1114, Samir Toma, Dir, Pres, 50%, Louie G. Herfi, Dir, Secy, Treas, 50% - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding a new Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Map

AMENDMENT ATTACHED

MOTION:

MACK - APPROVED with six-month (9/21/2005) review - UNANIMOUS

MINUTES:

The applicants were present, accompanied by DAVE EDER, Nevada Gaming Application Consultants.

JIM DiFIORE, Manager, Business Services, deferred to STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), to go over the areas of concern developed during the investigation.

DETECTIVE RODD reported that MR. HERFI was part owner of a business in San Diego, California, between 1989 and 2001. He and his partners were found selling alcohol to other retail alcohol distributors, as well as received alcohol transferred to him for sale. Liquor retailers are only allowed to purchase from state authorized wholesalers. Consequently, MR. HERFI was issued the equivalent of a warning from the California Liquor Board. Also, in May of 2000, there was a charge involving a minor that resulted in a significant fine. DETECTIVE RODD then answered for COUNCILMAN MACK that the applicant owns another business in the County that has had no problems.

MR. EDER added that MR. TOMA has had another business in Henderson for about two years where MR. HERFI has worked since he came to Las Vegas in September. MR. HERFI received a letter of commendation from the City of Henderson for cooperating in a sting operation.

COUNCILMAN MACK said that hearing that MR. HERFI has a clean record in Henderson and in the County relieves some of the concerns he had.

(11:03 - 11:08)

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES - Continued:

2-920

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of March 16, 2005

Date Submitted: April 13, 2006

Amendment to Item #56

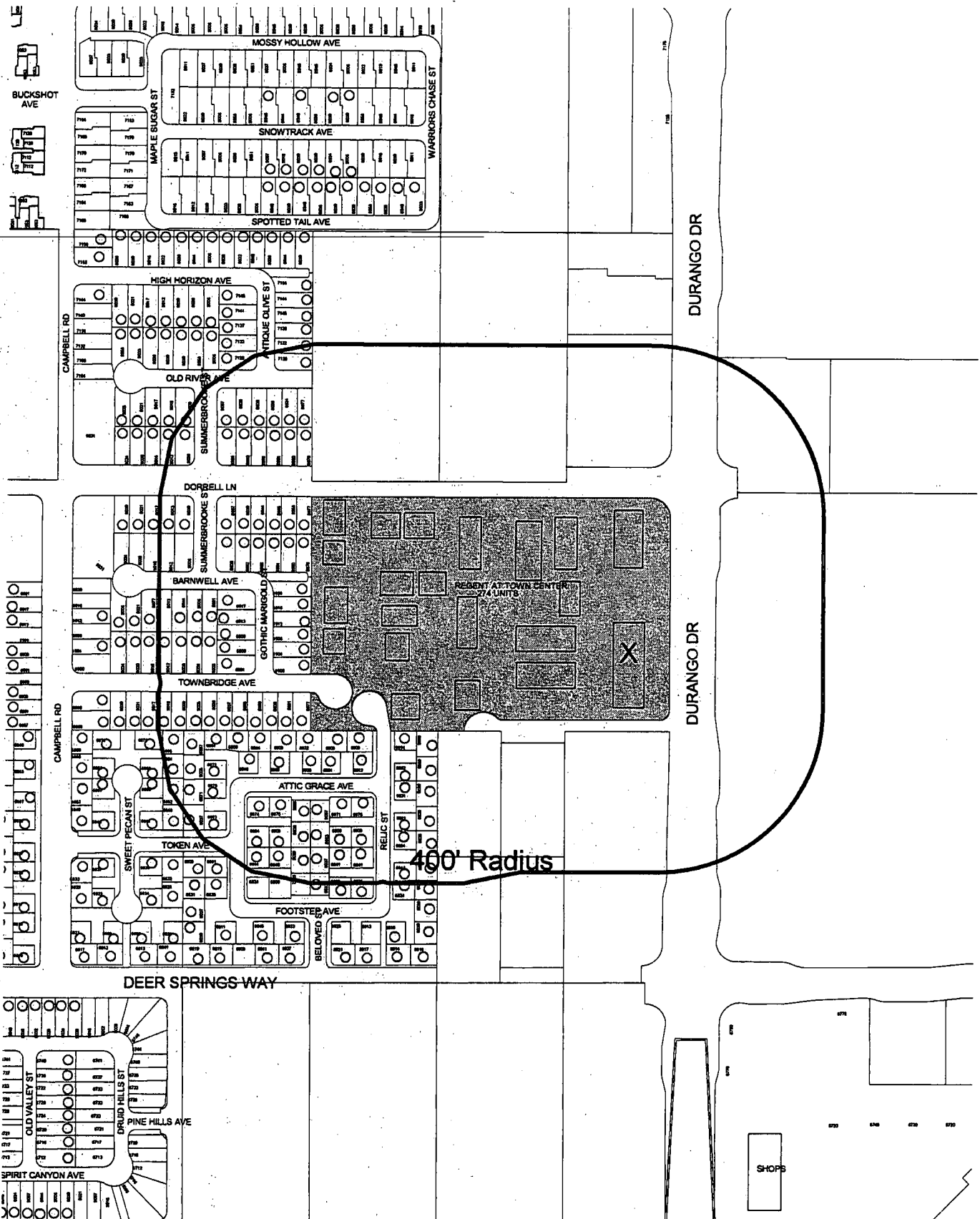
NOTE: Subsequent to the meeting, the six-month review scheduled for 9/21/2005 was delayed and heard on the 4/19/2006 City Council meeting.

Submitted By: Vicky Darling

Signature: [Signature]
City Clerk or Chief Deputy

Date: 4/14/06

DURANGO MARKET



SHOPS

0 200 400 Feet

56



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Tavern License and a Restricted Gaming License for 15 slots, Claudio Garcia, dba Sin Fronteras Bar & Night Club, 1203 East Charleston Boulevard, Suites I and J, Claudio H. Garcia, 100% - Ward 5 (Weekly)

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 Tavern License and a Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

MOTION:

WEEKLY - DENIED - motion carried with GOODMAN voting NO

MINUTES:

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

APPEARANCES:

OSCAR GOODMAN, Mayor

JIM DiFIORE, Manager, Business Services

STACY RODD, Detective, Las Vegas Metropolitan Police Department

CLAUDIO H. GARCIA, applicant

FABIANA AXELROD, Business Services License Technician who interpreted

LARRY BROWN, Councilman

JOHN REDLEIN, Assistant City Attorney

LAWRENCE WEEKLY, Councilman

LOIS TARKANIAN, Councilwoman

(11:08 - 11:26)

2-1070

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

Item 57 – Discussion and possible action regarding a Six Month Review of a Tavern License and a Restricted Gaming License for 15 slots, Claudio Garcia, dba Sin Fronteras Bar & Night Club, 1203 East Charleston Boulevard, Suites I and J, Claudio H. Garcia, 100% - Ward 5 (Weekly)

Appearance List:

OSCAR GOODMAN, Mayor

JIM DiFIORE, Manager, Business Services

STACY RODD, Detective, Las Vegas Metropolitan Police Department

CLAUDIO H. GARCIA, applicant

FABIANA AXELROD, Business Services License Technician who interpreted

LARRY BROWN, Councilman

JOHN REDLEIN, Assistant City Attorney

LAWRENCE WEEKLY, Councilman

LOIS TARKANIAN, Councilwoman

COUNCILMEMBERS

(11:08-11:26)

2-1070

18 minutes

Typed by: Gabriela Portillo-Brenner

Proofed by: Angela Crolli

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

24 **MAYOR GOODMAN**

25 Item 57 is discussion and possible action regarding a six-month review of a tavern license and a
26 restricted gaming license for 15 slots, Claudio Garcia, doing business as Sin Fronteras Bar and
27 Night Club at 1203 East Charleston Boulevard, Suites I and J. This is in Ward 5. Mr. DiFiore?

28
29 **JIM DiFIORE**
30 Yes. Mayor and members of the Council, Detective Rodd is going to briefly go over the updated
31 investigative report on the concerns that we have.

32
33 **STACY RODD**
34 Mayor and Council, your backup material, your investigative report indicates some problems that
35 we've had at the business. Going back to a visit that the police department conducted on 2/4/ of
36 "O," 5, a minor was discovered in the business without any identification, however, in
37 possession of alcohol. That minor was cited for possession of alcohol and minor loitering where
38 alcohol is served. Mr. Garcia, as well, was issued a citation for the same violation because he
39 allowed it.

40 He also had some incidences where, or a particular incidence where police were present and a
41 fight broke out inside the bar, as we were dealing with something outside the bar. Security, who
42 were present, were apparently unable to – handle that. A subsequent investigation by the, and
43 intervention by the police department resulted in dealing with the incident in question, but it was
44 determined that the patrons who were engaged in the fight had been over served. In other words,
45 they were intoxicated, and, so, we – felt like that certainly was a contributing factor. But there
46 are certain ordinances that – preclude the over service of patrons, and this was a clear violation
47 of those ordinances and, that resulted in a fight.

48 So, we have those issues. And, again, when we spoke with a security person, that person
49 indicated that their shift began at 9:00 p.m., which is obviously later in the day and into the early
50 evening. These persons who were engaged in the fight and who were over served had been in the
51 business long prior to the security person arriving, which indicated that there was no security
52 present to prevent this. And, as a result, the security arriving later in the evening, at 9:00 p.m.,
53 was left to deal with the problem that had taken place or had begun much earlier in the day.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

54 So, we had security issues. We had over-service issues. We had minor issues. We had minors
55 loitering the bar and some alcohol issues. All of those things we bring before you in the report.

56

57 **MAYOR GOODMAN**

58 All right. Thank you very much. Yes, Sir?

59

60 **CLAUDIO GARCIA**

61 (inaudible)

62

63 **MAYOR GOODMAN**

64 Please tell us who you are first.

65

66 **CLAUDIO GARCIA**

67 Claudio Garcia.

68

69 **MAYOR GOODMAN**

70 Was the – gentleman able to understand what the detective was saying?

71

72 **FABIANA AXELROD**

73 For the most part. I can, we discussed it before, what it was (inaudible) gonna be brought up.

74

75 **MAYOR GOODMAN**

76 Okay. Because I want to make sure that he understands what the, both the report indicated, so
77 he's able to respond to us.

78

79 **FABIANA AXELROD**

80 No. He did not understand.

81

82 **MAYOR GOODMAN**

83 Are you a court-certified reporter?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

84 **FABIANA AXELROD**

85 I am not.

86

87 **MAYOR GOODMAN**

88 You're not. You're here as a friend –

89

90 **JIM DiFIORE**

91 No. Mayor.

92

93 **MAYOR GOODMAN**

94 Well, then first of all, let me get your name.

95

96 **FABIANA AXELROD**

97 Fabiana Axelrod, License Technician, Department of Finance and Business Services.

98

99 **MAYOR GOODMAN**

100 With the City?

101

102 **FABIANA AXELROD**

103 With the City of Las Vegas.

104

105 **JIM DiFIORE**

106 Mayor, I – asked her to come down because Mr. Garcia did not have a, an interpreter with her
107 (sic) today. And I asked her, he does have a fairly good grasp of the English language, but I
108 wanna make sure that everything that is said today is –, he's capable of understanding.

109

110 **MAYOR GOODMAN**

111 Right. That's why I'm asking these questions. Detective, did you speak with the gentleman
112 ahead of time and advised him as to what you have told us?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

113 **STACY RODD**

114 As is customary and standard, Mayor, we send a letter indicating that the report is done, and they
115 may come in and review that report. I believe, during the course of the investigation, a court-
116 certified interpreter was brought in with Mr. – Garcia in order to make sure that he understood
117 the process and was present during the investigative process.

118

119 **MAYOR GOODMAN**

120 Okay. Let me ask him that. Did he have the opportunity to have the report read to him or
21 translated for him, so he understood what the confidential report contained?

122

123 **CLAUDIO GARCIA**

124 No.

125

126 **FABIANA AXELROD**

127 No.

128

129 **MAYOR GOODMAN**

130 Well, I feel very uncomfortable, actually, proceeding without having a, an interpreter who was
31 able to interpret simultaneously with what is being done. Are you able to do that?

132

133 **FABIANA AXELROD**

134 Yes.

135

136 **MAYOR GOODMAN**

137 You are. Well, let's start again then, and you'll interpret as your, the – presentation's being
138 made. Yes, Councilman.

139

140 **COUNCILMAN BROWN**

141 Is there a difference between court-certified and a City employee interpreting?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

142 **MAYOR GOODMAN**

143 I'm not sure. Councilman Brown has asked, and we will ask Mr. Redlein. Mr. Redlein, is there
144 any problem here in not having a certified-court interpreter and instead have a City employee
145 who is acting as a, basically, as a assistant to her department?

146
147 **JOHN REDLEIN**
148 No. And, indeed, fundamentally, I'm not sure we have any obligation to do any interpreting for
149 him. This is a favor that he isn't entitled to by law.

50
151 **MAYOR GOODMAN**

152 Well –

153
154 **JOHN REDLEIN**
155 And I'm, I just want to make you, we don't misunderstand our obligations.

156
157 **MAYOR GOODMAN**

158 Okay. Well –

159
60 **JOHN REDLEIN**
161 You can do whatever you want to help him out, and I appreciate that. I'm sure he does. Now, as
162 far as the certified interpreter, I had to check that a couple of years ago. My recollection is vague,
163 but it is that County funds ought not to be spent to engage interpreter services through the court
164 administrator, unless that person holds a certificate.

165
166 **MAYOR GOODMAN**
167 Okay. Well, basically, I'm gonna give – Mr. Garcia a choice here. Tell him I'm giving him a
168 choice. That he could proceed with you acting as a volunteer assistant. Or, if we could put this
169 off for two weeks, and he can hire an interpreter.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

170 **FABIANA AXELROD FOR CLAUDIO GARCIA**

171 He wishes to continue with the me translating.

172

173 **MAYOR GOODMAN**

174 All right. Fine.

175

176 **JIM DiFIORE**

177 I have – to bring up a point, that this is the second extension of his temporary license. It expires
178 tomorrow night, I believe, at midnight.

179

180 **MAYOR GOODMAN**

181 Okay. Well, I appreciate that. He says he wants to go forward, so that's what we're gonna do.

182 And you'll do the best you can to do it simultaneously. Thank you. Very good. Do it a little more
183 slowly. You have a tendency to – express yourself very quickly.

184

185 **STACY RODD**

186 Well, you know, I try to take in consideration when we have an interpreter. Sometimes I've been
187 accused of going too slow.

,8

189 **MAYOR GOODMAN**

190 Well –

191

192 **STACY RODD**

193 But we'll take it nice and slow today.

194

195 **MAYOR GOODMAN**

196 Sure.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

197 **STACY RODD**

198 The Metropolitan Police Department, in coordination with the City of Las Vegas, in the
199 investigative process undertook a site check to the business during the course of the six-month
200 review. That visit revealed, correction, that visit, which took place on 2/4 of 2005, revealed that a
201 minor was present in the business without any identification and in possession of alcohol. He
202 was cited for minor and possession of alcohol and minor loitering where alcohol is served. Mr.
203 Garcia was also issued a citation for allowing a minor in a bar. The police department, at that
204 time, also was called in to assist with the fight that broke out in the bar. Two intoxicated patrons
205 had engaged in a fight, and a security person was apparently unable to address the situation
206 without the assistance of police. When the police intervened and broke up the fight, it was
207 determined that the two patrons were intoxicated and had been over served alcohol. It was also
208 determined that the security person had only arrived later that evening and was forced to deal
209 with the intoxicated patrons. That security person indicated that the persons fighting were present
210 long before he had come on shift at 9:00 p.m.

211 This particular situation indicated several problems to us. One problem was that there was not
212 adequate security throughout the time of operation at the bar, and another issue was that patrons
213 were being over served and were intoxicated as a result. And, perhaps most alarming, that minors
214 were allowed in the bar and were served alcohol without being required to present identification
215 to verify their age.

216
217 **MAYOR GOODMAN**
218 All right. Mr. Garcia, you've – heard what Detective Rodd said, correct? Okay, would you please
219 respond to that. You don't have to, but this is your time to respond to that.

220
221 **FABIANA AXELROD FOR CLAUDIO GARCIA**
222 He's gonna be much more conscientious about his daily operations of the business and trying to
223 obey the law.

224
225 **MAYOR GOODMAN**
226 All right. Anything else?

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

227 **FABIANA AXELROD FOR CLAUDIO GARCIA**

228 He's asking for the opportunity to continue running the business. Now, he's in charge a hundred
229 percent of it.

230

231 **MAYOR GOODMAN**

232 Okay. Thank you. All right. Detective, are you able to, do you feel you're able to communicate
233 with Mr. Garcia in the future to make sure that he understands what your expectations are?

234

35 **STACY RODD**

236 Is that in reference to any future site checks, Mayor?

237

238 **MAYOR GOODMAN**

239 Yes.

240

241 **STACY RODD**

242 We would probably err on the side of caution and either have an interpreting officer or someone
243 else present. We wouldn't want anything to be lost in translation.

244

45 **MAYOR GOODMAN**

246 Okay. All right. What is your recommendation, Mr. DiFiore?

247

248 **JIM DiFIORE**

249 Mayor, this is gonna be probably the first of its kind of recommendations. Since he does not have
250 the opportunity to have any other extension for a temporary license, I'm going to suggest two
251 things. One, we do have grounds for denial, based upon his operation being operated, at least
252 unlawfully and impermissibly, according to business license Codes. However, if the Council so
253 wishes, my recommendation could be for granting a permanent license, with conditions that, if
254 we find during Metro's inspections or Business Licensing inspections that minors are frequenting
255 the bar, that you authorize me to immediately suspend the license until we bring it back at the
256 next available City Council meeting for action to be taken by the City Council at that time.

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

257 **MAYOR GOODMAN**

258 All right. Thank you. All right. Councilman, your pleasure.

259

260 **COUNCILMAN WEEKLY**

261 Yes.

262

263 **MAYOR GOODMAN**

264 Are there any questions? All right. Councilman?

55

266 **COUNCILMAN WEEKLY**

267 Councilwoman, did you have anything to say before I make a motion?

268

269 **COUNCILWOMAN TARKANIAN**

270 My understanding is that you said that we are moving for, that we could deny?

271

272 **JIM DiFIORE**

273 You have grounds to deny it –

274

15 **COUNCILWOMAN TARKANIAN**

276 We have grounds to deny it. And what would be the mitigating circumstances for denial when

277 you have six months of, or a little over four calls a month and the type of calls you had, which

278 are very serious, and the areas of concerns are very serious? Is there a mitigating circumstance –

279

280 **JIM DiFIORE**

281 I –

282

283 **COUNCILWOMAN TARKANIAN**

284 Or perhaps I could ask him through the interpreter, but I'd also like to ask you, because then you

285 gave us the second suggestion. Could you ask him what reason he would give why we should

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

286 grant this, when he's been told all these numerous problems? They have very serious problems.

287 Numerous calls.

288

289 **COUNCILMEMBERS**

290 (inaudible)

291

292 **FABIANA AXELROD FOR CLAUDIO GARCIA**

293 He stated that he, it's his first business. He's learning still. He's trying to obey the law. He

94 moved from living in another state from 20 years to open a business venture here, and he's

295 willing to comply.

296

297 **COUNCILWOMAN TARKANIAN**

298 Could you ask – him how long he lived here? I mean, was he here the whole time the business

299 was in operation?

300

301 **FABIANA AXELROD FOR CLAUDIO GARCIA**

302 He only have five months living here in Las Vegas.

303

304 **COUNCILWOMAN TARKANIAN**

305 Do we have anything from staff on the, why they feel that perhaps we should go with the second

306 alternative?

307

308 **JIM DiFIORE**

309 Well, that's my personal belief that I believe that the Council is – willing to give second chances

310 to – applicants. Part of the problem earlier on, during the time that he had a temporary extension,

311 was he had a manager who was approved by the – City in place. He was not at the – site. So, he

312 has only been here for approximately a six-month period. Granted, we do have grounds to deny

313 it, but I think the recommendation that I've made to the Council puts a pretty tight string on his

314 operations. And if the Council follows the recommendation, to approve this on a permanent

315 basis, with the authority granted to me to suspend it, if we find any minors in the bar or, I –

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 57

316 would add to that, any significant Business Licensing code violations, such as serving alcohol to
317 patrons that are already intoxicated. I believe that the suspension of the license would
318 immediately take place and we would come back before the Council to hear the incident and
319 what took place.

320

321 **COUNCILWOMAN TARKANIAN**

322 So, not just the minors, but the over intoxication, the question of the hostesses, everything?

323

24 **JIM DiFIORE**

325 Everything that – we would find as a criminal violation or a significant Business Licensing Code
326 violation.

327

328 **COUNCILWOMAN TARKANIAN**

329 And we could count on you doing a tight surveillance?

330

331 **JIM DiFIORE**

332 Absolutely. We'd work closely with the Metropolitan Police Department on that.

333

34 **COUNCILWOMAN TARKANIAN**

335 Then I would move for your second recommendation –

336

337 **COUNCILMAN WEEKLY**

338 I'm sorry. it's in Ward 5.

339

340 **MAYOR GOODMAN**

341 Councilwoman, it's Councilman Weekly's ward.

342

343 **COUNCILWOMAN TARKANIAN**

344 Oh, I'm sorry. I thought it was my ward.

VERBATIM TRANSCRIPT – Item 57

347

348 COUNCILMAN WEEKLY

349 It's okay. I guess the only concern that I have, Mr. DiFiore, is that you all have painted a really
350 ugly picture of the applicant here today, and then to recommend possibly that we grant a
351 permanent license, which, I guess, I have some concerns with, especially when it has to deal with
352 minors and alcohol. And I think that's just a formula that just does not mix on this Council. And,
53 so, I'm not in support of that second motion; as a matter of fact, **I'm in support of the first**
354 **motion for denial of an extension. Okay? And that's my motion.** Thank you.

355

356 MAYOR GOODMAN

357 All right. That's the motion. Please vote. Post. Motion carries. (Motion carried with
358 GOODMAN voting NO.) Thank you.

359 (END OF DISCUSSION)

360 /gpb;ac

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1903 North Decatur Boulevard, Jo Ann Milton, Key Employee - Ward 5 (Weekly)

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 Tavern License and a Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

MOTION:

WEEKLY - APPROVED as recommended - UNANIMOUS

MINUTES:

Under Item 1, COUNCILMAN REESE said this matter was requested to be brought forward for discussion.

The applicant was not present.

COUNCILMAN WOLFSON noted that the representative had to leave to go to court.

COUNCILMAN WEEKLY felt comfortable going forward because he previously met with JIM DiFIORE, Manager, Business Services, who suggested a fair recommendation.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), referred the Council to the confidential report for details. He indicated that MS. MILTON'S husband passed away, and she took over the operation of the business without undergoing suitability requirements. There is no indication of any concerns during the six-month period.

MR. DiFIORE recommended an extension be granted of the temporary approval of MS. MILTON as key employee, pending application for new ownership, which will subsequently be brought to the Council for consideration and action.

COUNCILMAN WEEKLY apologized to and thanked DEPUTY CITY MANAGER SELBY for his assistance.

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES - Continued:

(9:34 - 9:37/10:20 - 10:24))

1-913/1-2779

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Burglar Alarm Service License, All Secure, Inc., dba All Secure, Inc., 3904 Wharton Street, Noel Emanuel, Dir, Pres, Secy, Treas, 100% - Ward 6 (Mack)

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 Burglar Alarm Service License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

MOTION:

MACK - APPROVED - UNANIMOUS

MINUTES:

The applicant was present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), reported that prior to this application, the applicant was employed with a different company. The job included obtaining bids under the contractor license. After he left, MR. EMANUAL was no longer entitled to solicit bids. However, prior to leaving the company, he solicited bids under the employer's license, which is a violation. He received a warning letter from the state, and there have been no additional violations since he obtained his own license.

MR. EMANUAL explained that when his partnership broke up with the previous company, he thought the license was his. He submitted two bids under that license number, and then found out that the license number was not his. He now has his own license and is bonded.

(11:26 - 11:28)

2-1760

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Psychic Art and Science License, Nina Demetro, dba Psychic World, 1820 Hassett Avenue, Nina Demetro, 100% - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review of a Psychic Art and Science License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED - UNANIMOUS

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, commented that there was a concern with the business application having the residential address. A temporary license was issued with a six-month review and a condition prohibiting door-to-door solicitations.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), indicated that there have been no problems.

(11:28 - 11:30)

2-1853

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Cisco's Supper Club, Incorporated, dba Ciscos Mexican Seafood and Cantina, 2100 Fremont Street, Michelle E. Gomez, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Supper Club License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Jay H. Brown

MOTION:

REESE - Motion to bring forward and **STRIKE** Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in **ABEYANCE** Items 41 and 61 to 4/6/2005, and **TABLE** Item 65 - **UNANIMOUS**

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, Cisco's Supper Club, Incorporated, dba Ciscos Mexican Seafood and Cantina, 2100 Fremont Street

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 from the applicant's counsel outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on January 25, 2005. Based on our review of the applicants' SCOPE printout, we have determined that the applicant is preliminarily suitable to hold a temporary alcoholic beverage 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.

LAW OFFICES

Singer & Brown

A NEVADA LLC

MICHAEL H. SINGER
JAY H. BROWN

520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
Brownltd@earthlink.net

January 12, 2005

City of Las Vegas
Department of Business License
Attention Debbie Outland
400 E Stewart Avenue
Las Vegas, Nevada 89101

Re: Cisco's Supper Club, Inc., dba Cisco's Mexican Seafood & Cantina

Dear Debbie;

Please be advised that I represent Ciscos Supper Club, Inc., dba Ciscos Mexican Seafood & Cantina, located at 2100 E. Fremont Street.

A special use permit to allow the sale of alcohol at the above location is currently pending and will be heard by the Las Vegas City Council on March 2, 2005.

On behalf of my client, I am requesting that Cisco's Mexican Seafood & Cantina's liquor license application be placed on the March 2, 2005 Las Vegas City Council agenda for its permanent liquor license or, if necessary, a temporary liquor license pending completion and approval of the investigation by LVMPD.

Enclosed is Michelle Gomez's complete liquor license application. Mrs. Gomez holds 100% ownership of Cisco's Supper Club, Inc. and will act as General Manager of the supper club. I have also enclosed a check for \$40,000 for the supper club liquor license fee.

Cisco's Supper Club, Inc. is a newly formed corporation therefore no tax returns, bank statements, or financial statements are available at this time.

If you should have any questions regarding this application please contact me.

Very truly yours,


Jay H. Brown

JHB:ss
Enc.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Samuel M. Martinez, dba Camino Real Mexican Grill, 5000 West Charleston Boulevard, Suite D, Samuel M. Martinez, 100%, Armida R. Martinez, Principal - Ward 1 (Tarkanian)

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 Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Samuel M. Martinez

MOTION:

REESE - Motion to bring forward and STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Samuel M. Martinez, dba Camino Real Mexican Grill, 5000 West Charleston Boulevard, Suite D

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 January 13, 2005 from Mr. Samuel Martinez outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on December 14, 2004. Based on our review of the applicants' Scope printouts, we have determined the applicants are preliminarily suitable to hold a temporary beer/wine/cooler on-sale alcoholic beverage 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.

**Camino Real Mexican Grill
5000 W. Charleston Ave., Suite D
Las Vegas, NV 89146**

City of Las Vegas
Business Licensing Department
400 Stewart Ave
Las Vegas, NV 89101

Dear Sirs:

This letter is being submitted as justification for requesting a permit for the sale of On Premise Beer and Wine Sales (No Hard Liquor).

I am submitting this request due to the fact that the specialty of my establishment is serving sea foods prepared in a typical Mexican style. As such, it is customary for patrons who prefer this type of food to order beer or wine to accompany their meal, as the condiments and seasonings used in the preparation of these foods is piquant.

I have done a through survey of the area and have not been able to find any churches, synagogues, or any other establishment which would preclude my my establishment from serving beer or wine, within a reasonable distance of my establishment.

The premises were previously licensed to allow for the sale of beer and wine for on premise consumption. Also there are establishments across the street, west of Camino Real Mexican Grill which sell Beer and Liquor for on-premise consumption.

This request is based on the expectation that this permit will result in increased food sales, and in response to my customers expressed desire to include beer and or wine with their meals.

Thank you very much for your consideration to my request.

Samuel M. Martinez
Owner
Jan 13, 2005



RESTAURANT LICENSE # R09-94887

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a Review of a Temporary Tavern License, Crest Lodge, Inc., dba Fong's Garden Cafe de Manila, 2021 East Charleston Boulevard, Lourdes S. Guevara, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Review of the business operations and business licensing code violations previous to the extension of the Temporary License approved by the City Council on 03/02/05.

RECOMMENDATION:

To continue with the condition that if any business licensing code violations are found on inspection of the business the Director or Designee is authorized to suspend the license until the next available City Council meeting for review.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE - APPROVED the temporary license, subject to a six-month (9/21/2005) review and authorizing the Director or Designee to suspend the license until the next available City Council meeting for review, if any business licensing code violations are found during inspection of the business - **UNANIMOUS**

MINUTES:

The applicant was present, accompanied by DAVE EDER, Nevada Gaming Application Consultants.

JIM DiFIORE, Manager, Business Services, explained that at the previous meeting this matter was on the agenda for extension of a temporary license. However, since she was not present, he recommended the temporary license be approved, with the understanding that it would be brought back before the City Council to discuss some of the pending issues, such as the lack of necessary work, health, or alcohol awareness cards by the employees present during visits by licensing officers. On certain visits, MS. GUEVARA has not been present at the business. He requested the authorization to suspend the license, if there are any violations, stay as a condition. He will then bring the matter back immediately to the Council for consideration.

MR. EDER commented that MS. GUEVARA has put a lot of money into remodeling the location. She hired a new manager, who is going to learn the process, and visits the site every night about 8:00 p.m. An employee list will be kept and proper work cards ensured. He noted that there was one employee whose work card had expired, but he renewed it the following day.

(11:30 - 11:34)

2-1950

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Tavern License, Crest Lodge, Inc., dba Fong's Garden Cafe de Manila, 2021 East Charleston Boulevard

On September 1, 2004 the City Council granted temporary approval of this license subject to a six-month review at the request of Councilman Reese.

During this review period the Las Vegas Metropolitan Police Department's investigation was completed with no areas of concern.

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: MARCH 16, 2005

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

Report and possible action regarding the proposed expansion of the Educational and Vocational Opportunities Leading to Valuable Experiences (EVOLVE) program to provide services to the chronic inebriates and homeless - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On October 20, 2004, Mayor Goodman directed the City Manager's Office to create a program that will address chronic inebriates and homeless. A team consisting of representatives from Neigh. Svcs., Detention & Enforcement and LV Municipal Court was formed to explore best practices to address chronic inebriates and homeless that continue to place a burden on our judicial systems. This report incorporates the expertise of the departments and their recommendation to utilize the existing EVOLVE program that after two years has demonstrated success with ex-offenders, with a low recidivism rate of 9%. The report is a holistic approach that provides wraparound services to better serve our chronic inebriates and homeless individuals.

RECOMMENDATION:

Receive report and direct staff to proceed with the recommendations of the report and to budget accordingly in this year's budget.

BACKUP DOCUMENTATION:

1. Submitted at meeting: hardcopy of PowerPoint
2. Submitted at meeting: letters of participation from 13 EVOLVE participants
3. Submitted at meeting: folder containing Centennial View article, Las Vegas Weekly article, EVOLVE flyer, CD, and program information sheets

MOTION:

REESE - APPROVED incorporating all comments made (see verbatim transcript) - UNANIMOUS

MINUTES:

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

APPEARANCES:

OSCAR GOODMAN, Mayor
ORLANDO SANCHEZ, Director, Neighborhood Services
LISA MORRIS, Neighborhood Services
DAVID RIGGLEMAN, Director, Public Information Office
CEDRIC KERNS, Municipal Court Judge
UNIDENTIFIED FEMALE SPEAKER
STEVE WOLFSON, Councilman
BETSY FRETWELL, Deputy City Manager

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES - Continued:

LISA GETMIN, EVOLVE participant

LARRY BROWN, Councilman

MICHAEL WILLIAMS, EVOLVE participant

CORNELIUS GAINES, EVOLVE participant

ERIC FRICKER, Sergeant, Las Vegas Metropolitan Police Department, Downtown Area Command

LAWRENCE WEEKLY, Councilman

GARY REESE, Councilman

(9:47 - 10:20)

1-1364

Chronic Inebriate Preliminary Report



Presented by the Chronic
Inebriate Workgroup
March 16, 2005

Overview

To expand the EVOLVE program to include a diversion component providing intervention that addresses the needs of chronic inebriates.

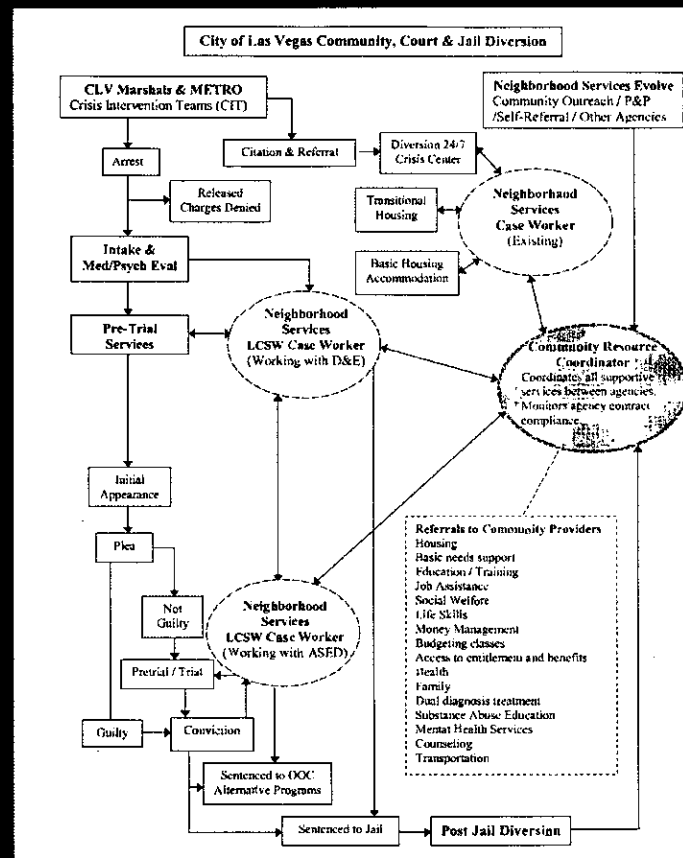
Chronic Inebriate Definition

An individual with a condition or a combination of conditions which may lead to or is the result of dependency on drugs and /or alcohol; there may be a co-occurring mental health disorder.

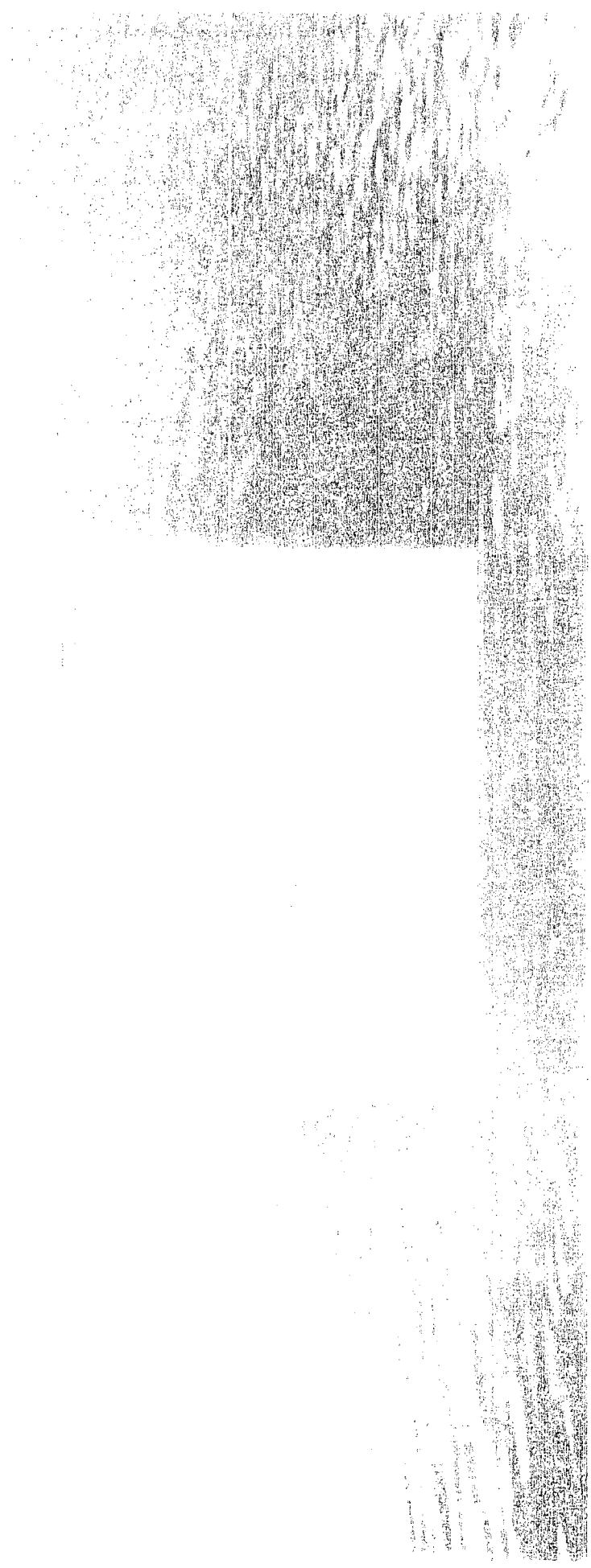
Needs Assessment Activities

- Identified current programs, services and /or referrals
- Identified gaps in service delivery within CLV Departments
- Identified chronic inebriate modes of entry
- Reviewed programs from other states.

Proposed Concept



Proposed Concept



Goals

- Reduce local jail/judicial costs
- Self-sufficiency
- Reduce arrests
- Assist with sobriety and rehabilitation
- Provide job readiness/employment
- Decrease public nuisance

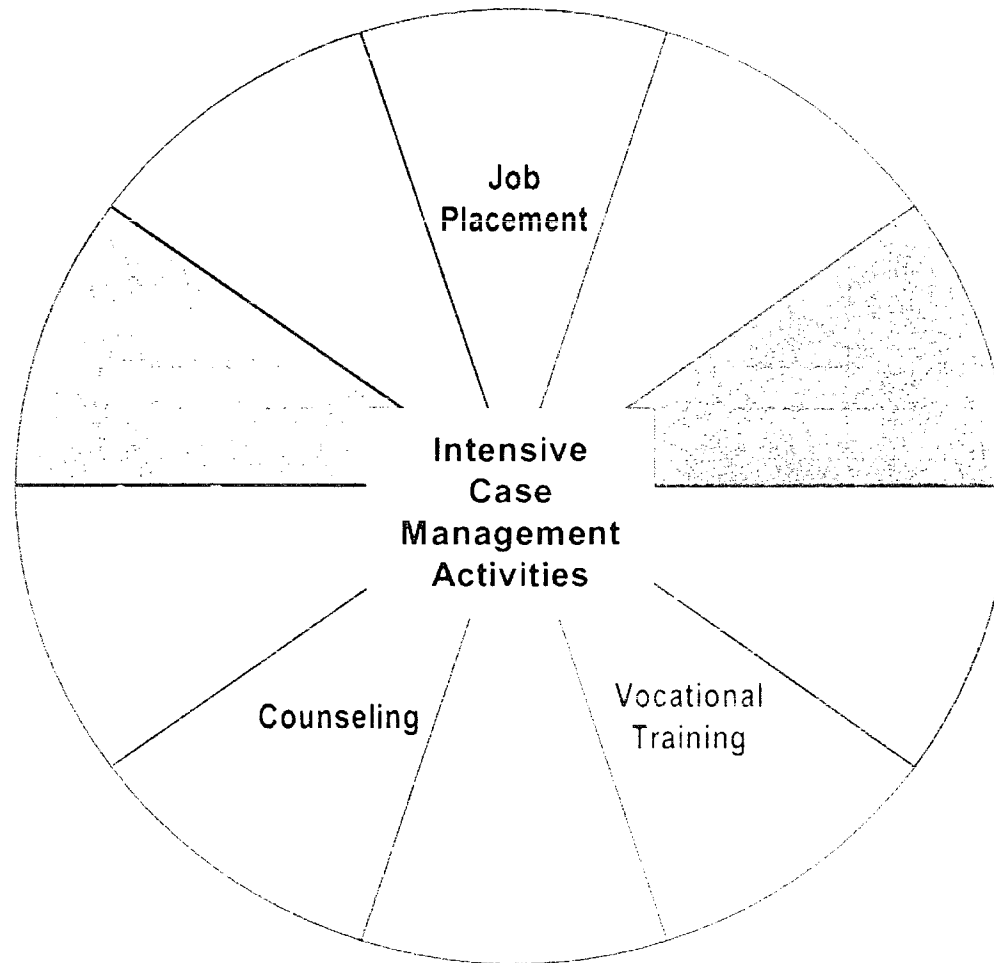
Eligibility Criteria

1. Chronic inebriate
2. Homeless
3. Presumed employable
4. Male or female
5. Age 18 or older
6. Participation voluntary or mandated

Points of Intervention

- Community outreach/ self referral
- Pre-arrest diversion
- Post-booking diversion
- Post-jail diversion

Intensive Case Management Activities



Identified Gaps Addressed

- Coordinated interagency service delivery
- Development of post-release plan including treatment
- Increased sentencing options

- Coordinated client/inmate transportation
- Development of crises intervention team
- Improved information flow between law enforcement agencies

Recommendation

- Sustain and expand existing EVOLVE Program
- Assign Neighborhood Services as the administrative point of origin
- Hire/appoint a Community Resources Coordinator
- Hire two case managers
- Identify and evaluate all existing agreements with public and non-profit agencies
- Implement proposed Chronic Inebriate Intervention Program (Pilot)
- Evaluation

Interdepartmental Work Team

- ▷ Detention & Enforcement
- ▷ Municipal Court/ASED/Pre-trial services/HOPE Court
- ▷ Neighborhood Services

Conclusion

EVOLVE is a comprehensive continuum of care program that saves lives and reduces taxpayer costs.

Submitted at City Council:

Date 3/16/05 Item #64

I have been involved with the EVOLVE program since early 2004.

In this time my life has been filled with positive changes. I feel I am a whole person (for the first time in my life). I also feel I have a purpose and am so truly blessed.

I am a convicted felon not once but twice. I had NEVER had a honest work history in my life. Today I am full time employee employed with a local transportation company who is aware of my past. I can hold my head high.

I have restored a healthy relationship with my four children.

My sixteen year old daughter and I share a rented 2 bedroom condo where the rent is actually paid a half month ahead.

I have learned to depend on our bus system with Evolve assisting me with bus passes.

From the minute I called the EVOLVE Center I have been treated with respect from a staff of the most caring supporting individuals I have EVER

I was appointed a caseworker who has guided me thru good & not so good times. She has made herself available and worked hard to give me support. She has been there every step of the way and we talk at least once a week.

I was given training thru workshops, vouchers for clothes, guidance for programs, (not just for felons) I was given a new start on life.

The Evolve program is so needed in our community and thanks to it and it's staff I have a life.

Rebecca L Yost

March 08, 2005

Hello. My name is Kimberly and I'm writing this letter to tell of my experience with the Evolve program and to express the impact it has had on my employment status and my life in general.

In January of 2003, I was sentenced to 12-24 months prison time. I believe it was January of 2004 while at Jean Conservation Camp, a representative of the program visited the camp and held orientation. The program seemed like a promising idea so immediately upon my release I called and scheduled an appointment at the Evolve center. I wasn't able to get into the program right away due to a minor setback regarding documents needed. As soon as I attained the documents needed, I contacted Evolve and they arranged for me to be re-orientated right away. There at Evolve, I met some of the most helpful people I had dealt with in a long time. Evolve employs a staff of dedicated, focused and resourceful people who seemed to understand and are genuinely concerned with what what's going on with you. That's what all people need when being re-introduced to society after being detained.

I went through a relatively short period of being somewhat assessed and attended workshops focusing on all aspects of becoming and maintaining an employed status. Within a months time I was working one on one with someone, sometimes daily if necessary, searching for employment opportunities in newspapers, using the Internet, and even contacting potential employers over the phone. I was assisted with preparing a resume, filling out applications, even what to say in a multitude of situations regarding being incarcerated. There was times in which I wasn't even present and there was someone at the Evolve center reaching out to employers on my behalf. It was then that I realized the dedication the staff at the center had and in turn that dedication gave me motivation I needed to get my life back on track. I wanted to change my employment and financial status, even more so then they did and I had to prove it. I matched the energy Evolve put into correcting my employment status and it wasn't long at all before I was contacted for interviews. Before going out on the interview I'd talk to my "coach" at the center, and he would give me pointers and encouragement. After the interview, I'd go see my "coach" and let him know how things went and what I thought would be the outcome. First interview I was turned down and of course I was disappointed. Second interview I was turned down and becoming discouraged. Evolve was always there pulling me back up and preparing me for my next move. Third time's the charm because on my third interview I hired! I finally had a job after so many years.

Immediately, Evolve jumped in, asking if there was anything they could do. Did I need anything or any tools to work? I was given a gift card to purchase uniforms and shoes for work. I was ready and I owe a great deal to Evolve for being so ready.

I am glad to say that I am currently employed full time at challenging job that I enjoy and have been so for almost 5 months. Evolve has contacted my on several occasions since

to ask if there's anyway they can assist me. My caseworker calls me at least once a month just to see if everything is working out. I wasn't just dropped because a got a job. Evolve is still there, having my back just in case I need them. Thank you Evolve for helping me change my life. I would like to especially thank Becky Wight, George Robinson, Paula Villela, and that nice receptionist that was always so pleasant and helpful whenever I came into the center. Thank you all.

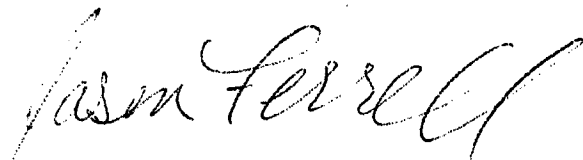
Sincerely,

Kimberly Watkins

To whom it may concern.

I Jason Ferrell have been involved with the Evolve program going on a year now. I have found its services very useful in my endeavor to finding a job, and getting some needed support as I try to be welcomed backed into the society, which I have found not to be so very welcoming. Through my case worker Stacy Youngblood, and the Evolve program it has helped to open some doors for me, that would have been closed to me other wise.

One can easily get discouraged looking for a job, a career, specially here in Las Vegas because it is an employers market. It's so much competition for even the smallest of jobs, that by being an ex-felon no matter your qualification you are the first one to get weeded out. That said, because of this program and the tools that it provides to get you into the work force, is well needed in our community, so that those who choose to take advantage can have some place to go for support and motivation, so that we do not loose hope, and be back in a system we so desperately want to be out of.

A handwritten signature in cursive script that reads "Jason Ferrell". The signature is written in dark ink and is positioned above the printed name.

Jason Ferrell

My name is Elbert Goodson. I became a client of Evolve in Oct 2004. I had left prison in Texas in Mar 2004 and after 5 months in a rehab at the Dallas VA, came to Las Vegas.

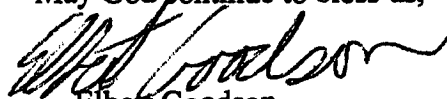
I needed help with housing and job research to assist my return to independent living, and Evolve guided me to the local resources available and entry into these programs at the appropriate level of sobriety support needed.

My consoler Stacy and all the staff at Evolve encouraged and supported me. My progress was slow, first day labor then fulltime employment at an insulation contractor and finally fulltime employment in the trade of my prior training.

I have been a maladjusted person all my life and still am. My A.A. sponsor says I was dangerously anti social, and now I'm just anti social, and I believe the encouragement, support, and discipline when needed given to me by the Evolve staff was an agent of God that aided my progressive return to independent living.

To assist yo-yos like myself is a difficult task at best, and I believe only divine. I believe that Evolve practices divine assistance and will be helpful to others who are willing to change, and want to take the action.

May God continue to bless us,



Elbert Goodson

3/2/05

To Whom This May Concern:

My name is Sandra Soultz. I'm a client of the Evolve program since 2003. This program has help me have a peace of mind knowing that there are people out there willing to give a person of my nature a "second chance in life". The program offers all sorts of training and schooling to improve yourself, and also help in getting back on your feet again. Without this, I would probably have no self confidence about myself in the real world. I just wish the program was a lot closer to were I live in Henderson.

The councilors at the Evolve center are very helpful and understanding, which I never could find this anywhere else. I like the factor of the "One on One" they have with everyone who is enrolled with the program and that you are treated as a human being trying to make a change for the better instead of dueling on your mistakes that you have made in the past.

Please find in this letter that we need more of this type of programs.

Thank-you.

**Sandra R Soultz
1575 W.Warm Springs#3321
Henderson, NV 89014**

March 8, 2005

To Whom It May Concern:

My name is Dennis Mann. Five years new to the city of Las Vegas and thinking of staying at least five more years. The reason I can foresee this plan (when in the past I couldn't) I owe this new found knowledge to my new friends at EVOLVE.

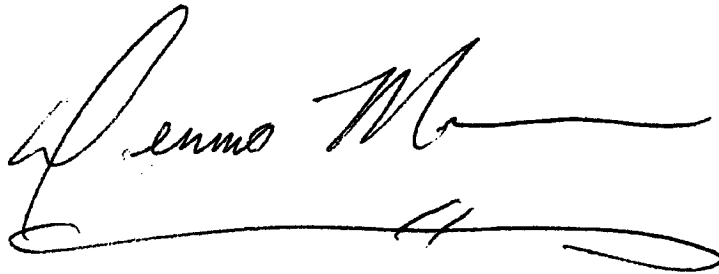
EVOLVE has given me the confidence I have never known. Originally from California going about life in a casual manner, selling drugs, stealing and petty scams. EVOLVE Class room teaches in subjects such as filling out application, dressing, talking and walking made me feel I could overcome in the job field.

The help and kindness they showed me has been shown to many who take the time to attend the workshops they host. They have a computer room with state of the art computers which are connected to the most recent job connections and opening and the feeling you get is not like another dreadful day at school but a feeling of going to the neighborhood and hang-out. The staff is so friendly they treat me with great respect and love they care.

They offer many incentives, if you find a job and the tools required, you don't have the funds. EVOLVE will take care of this too.....

If you are one that wants to up-grade your present skills. EVOLVE can put you in touch with trade, nursing, truck driving, heavy equipment programs offered in our fair city.

If you've Walked my Walked then get involved with EVOLVE"

A handwritten signature in black ink, appearing to read "Dennis Mann". The signature is fluid and cursive, with a long horizontal stroke at the end.

ATTN: PAULA

March 5, 2005

To Whom It May Concern,

I was released on parole 7-9-04 and was referred to the Evolve Center through my release coordinator.

I am off parole as of 1-11-05 and during my stay here in Las Vegas, Nevada, the Evolve Center and everybody who has worked with me there; Paula, Becky (caseworker), and George, along with the two ladies who work at the front desk and the Evolve Center supervisor have helped me greatly.

I was given counseling, job referrals, job workshop, and also individual help from Becky and Paula. They have both kept in contact with me to see how I am doing. Their kind words and encouragement have kept me on the right track.

Please understand that I spent 13 years in NDOC due to my own stupidity and when released was 58 years of age with not too much to look forward to, but it was my desire to make it out here and a few times, discouragement set in, but did not cause me to do anything wrong. All I did, was to remember that there are people who actually cared and helped me and will continue to help me whenever I need it, they, (Evolve Center staff) did.

Thank You Evolve Center, Paula, Becky, George, the two ladies at the front desk, and the supervisor, and the rest of the staff for your help and encouragement to and for me. Hopefully someday I can do something nice in return.

Respectfully,

Benjamin Chavez

4600 Paradise Rd. #31B

Las Vegas, NV 89109



Sherry Jo Sweet
8543 Ebony Hills Way
Las Vegas, NV 89123

March 08, 2005

EVOLVE Center
1951 Stella Lake Drive #26
Las Vegas, NV 89106
ATTN: Becky

Dear Becky:

Thanks to the EVOLVE PROGRAM, I have been able to turn my life around! The program gave me the opportunity for an education that I would never have been able to do on my own, counseling to help with my compulsive gambling addiction and a new career.

Becky, your guidance, caring and just listening have helped me to become a person who wants to give back to society, accept responsibility and is eager to see where me new journey in life will take me.

For years, I was always an excellent employee with a great paying job as a dealer at a Strip Casino. Never in my life, had I done anything illegal and was considered by all: a caring and well grounded, morally right person. When the horrors of my compulsive gambling addiction guided me to a felony record and a failed attempt to end my life. By the luck of God, I was guided to the assistants and help I received from "THE EVOLVE Program." A future was found with a path away from the hell that I was in. I know from experience, that without programs like this, there will be many people who will continue on in the wrong direction, opportunities that will be missed and lives that will not be saved!

Now on the path to a positive life & new journey,



Sherry Jo Sweet

Sjs/SS

Jo Paula,

I joined the Eucalyptus Program
the end of September 2004, after
hearing about it from a friend who
is a current member. The program

has been a tremendous help to me,
especially with my meeting with
society. The caseworkers are very

helpful. I was able to find a job
after being in the program just two
weeks; the program helped me to
get some of the tools that were

required for my new job. The program
is an 18 month program, and I

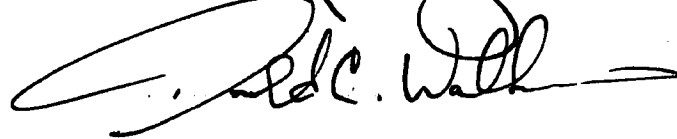
Mar. 12, 2005

To whom it may concern:

My name is David Walker. I'm currently an Evolve client and thankful for all their help and support since I've been involved with the program. I can honestly say that they have made my transition really easy. I've received help from them in all areas of my life. Whether it was George Robinson helping me with my resume or Sherry Youngblood giving me needed encouragement. Everyone has made me feel like they were in my corner from the very beginning.

I'm writing this letter because I want to thank any and everyone who participated in developing this program. Thank you. You have done a very good thing.

Respectfully,



David C. Walker.

3-3-05

To Whom it may concern:

My name is Sherman Stephens and I was released from Nevada Dept. of Corrections on 11-9-04.

Acting on the advice of a Prison Caseworker, I came to the Evolve Center, and applied to be accepted into the Evolve Program for Ex Offenders. I was accepted into the program, and it has helped me tremendously in my goal of leading a crime free life of becoming a useful member of society, and never returning to prison.

With the help of the staff at Evolve, I got a job at U.N.C.V. working as a stagehand at The Thomas and Mack center, and I am doing well there.

The staff members at The Evolve Center are all very professional, very courteous to everyone, and never hesitate to assist with any problem, no matter what it is.

Thankyou

Sherman Stephens

2512 E. Fremont St
Las Vegas, Nevada
March 3, 2005

To Whom it may concern,

First of all I would like to thank everyone at the Evolve program for assisting me at helping me get my life back in order. I am not exactly at the point where I consider myself successful but I do feel as if Evolve has given me the means to feel as if I ~~am~~ am on my way.

At first I didn't think things were happening fast enough, then I realized I got myself into trouble and nobody owes me anything.

I have a feeling of comfort knowing that if something is not going exactly my way I can pick up the phone and call my caseworker Rebecca Wight and tell her my problems as well as when things are going just fine.

I also know if I really need someone to talk to who can relate to my situation I can make an appointment to talk with George Robinson. He has really helped me to realize a lot of things that I did not understand the way I was "coming off" to people.

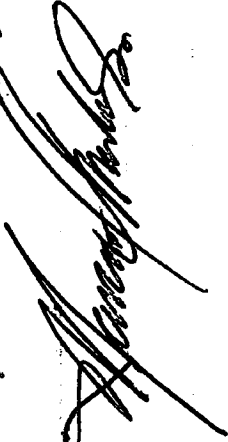
Of course it always picks me up when I come into the Evolve office and see Paula Villar's smiling face and she greets me with "hello Mr. Charles, how is everything".

Evolve has given me the resources to find two jobs. One didn't work out but the one I am presently working at is going great.

I am looking forward to getting some kind of training to find something that I would want to make a career out of.

Once again I want to thank the program for helping me get back on my feet. When I got out of jail I had absolutely nothing. The bus passer helped me tremendously and the gift card from Walmart helped me get the things I needed to be presentable at my interviews.

In closing I just want to say that the Evolve program is an excellent tool for someone like me who thought nobody would want anything to do with me after the trouble I got myself into. I would recommend the program to anyone who thinks the odds are stacked against them.

Thanks again,




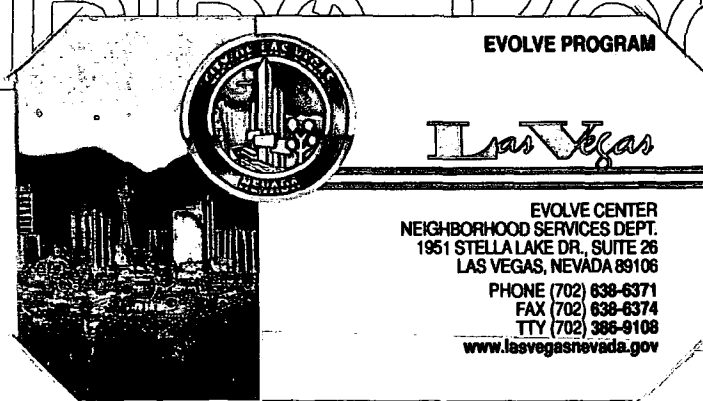
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In the 2004 State of the Union address, President Bush announced that "America is the land of second chance, and when the gates of the prison open, the path ahead should lead to a better life." With more than 650,000 inmates being released annually, the importance of ex-offender reintegration programs cannot be overstated. Wraparound reentry services, such as those provided by the EVOLVE program, are crucial to the overall success of ex-offenders in our community.

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CENTENNIAL VIEW

CENTENNIAL • SHADOW RIDGE

JANUARY 12, 2005

Starting over

Program aimed at helping
convicted offenders re-enter
the workforce and rebuild
their lives

page

2AA

A program known as EVOLVE
helped 27-year-old Adriann
Burks, a convicted felon, receive
a Nevada commercial driver's
license and obtain full-time
employment with Republic
Services of Southern Nevada.



RONDA CHURCHILL/VIEW

**Centennial Lady Bulldogs pose
fierce competition**

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**Paranormal investigators look
into alleged hauntings**

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**Worldwide exposure greets city's first
float in Tournament of Roses Parade**

PAGE 3AA

REJOINING SOCIETY

Back on their feet

City program helps former offenders find and keep steady jobs

By LYNNETTE CURTIS

VIEW STAFF WRITER

When Randy Miller joined the EVOLVE program, he had no training and had never held a decent, steady job. Worse, he had a felony drug conviction on his record that seriously hampered his efforts to seek employment.

"I got rinky-dink jobs here and there," the 38-year-old father of four sons said. "I was a dishwasher, a painter. I made deliveries. I worked a lot of dead-end jobs. They didn't pay enough and they didn't treat me right. People don't want to hire a felon."

Then, a year ago, a friend told Miller about Educational and Vocational Opportunities Leading to Valuable Experience. The program, known as EVOLVE, aims to help ex-offenders reintegrate



Shawn Smith, a convicted felon, now helps former inmates by working as a mentor at the EVOLVE Center.

RONDA CHURCHILL/VIEW

into society and find and keep jobs in an effort to increase public safety and reduce recidivism.

Miller asked program staff-ers for help.

"I went to school for air conditioning (repair)," Miller said. "(EVOLVE) set up financing

for school. I couldn't get a job that paid enough so I could go to school."

Since then, Miller has completed his schooling and was hired for a temporary position at a local air conditioning-repair company.

"I got my foot in the door

at a reputable company, and they're willing to hire me back when work picks up," he said. "I've done something with myself."

More importantly, Miller said, the EVOLVE program has restored his self-confidence.

"I got a better outlook on life," he said. "I was feeling hopeless. I wanted to be successful. I wanted to go to school, but couldn't afford it. I didn't want to be out on the street."

Though he made some mistakes while addicted to cocaine years ago — leading to his incarceration — Miller said he's an honest, responsible person and just needed a little help making a new start. And he's exactly the kind of person the EVOLVE program is meant to help.

"We're trying to break the barrier for people who have been convicted of a felony to get back to work," program coordinator Allison Effner said.

SEE EVOLVE PAGE 3AA

► Federal and state funds helped create program

VIEW

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Float pleases crowds

By TIFFANNIE BOND

VIEW STAFF WRITER

Flowers were in bloom as the float commemorating the Las Vegas Centennial rolled down Colorado Boulevard in Pasadena, Calif., as part of the 116th Tournament of Roses Parade on Jan. 1.

Celebrating Family was the theme, and the Las Vegas Convention and Visitors Authority and the city of Las Vegas chose Fiesta Parade Floats of Pasadena to create an entry paying homage to the families of commerce and people who make up Las Vegas.

The float measured 70 feet long, 18 feet wide and 30 feet tall, at the tallest peak. Fremont Street residents and unofficial city mascots, Vegas Vickie, aka Sassy Sally, and Vegas Vic, topped the float with a champagne bottle that blew bubbles when uncorked and a pink and white cake that wished Las Vegas a happy birthday.

Every inch of the float was decorated with organic materi-

► EVOLVE: Federal and state funds helped create program

CONTINUED FROM PAGE 2AA

"We assess each of our clients, their work history, criminal history. They see a job developer. The main mission is to make them self-sufficient, to help them believe they can be any number of things."

EVOLVE was created in 2002 by Las Vegas' Department of Neighborhood Services, funded with a \$2.2 million U.S. Labor Department grant and \$530,000 in funds from the Southern Nevada Workforce Investment Board.

More than 200 ex-offenders currently use the program to help them find employment, obtain treatment for drug addiction and find housing. Effner said just-released felons often need a lot of help.

"We see people who were incarcerated for anything from grand theft auto to murder," she said. "We have several people who were in prison for 20 years. They have been gone so long they don't even know what's happened with technology. Getting them to use a computer is difficult."

Effner said the EVOLVE program has been very successful so far, and that about 70 percent of participants are already employed. She thinks it's a much better option than surrendering desperate felons to the street.

"Traditionally, recidivism

rates are very high here in the Las Vegas Valley," she said. "About 46 percent of (offenders) are going back to jail. At EVOLVE, we have a 10 percent recidivism rate. Something's working. And we've seen that it costs a whole lot less to successfully take a person from the beginning to the end of the program than to incarcerate them."

"Southern Nevada is really trying to make efforts to curb recidivism," said Shawn Smith, a convicted felon who now works as an EVOLVE mentor.

Smith, who served more than eight years in prison on drug-related charges, said he decided to dedicate his life to helping others while he was incarcerated.

"I decided I was not going to come back (to prison)," he said.

Now Smith spends his days finding ways to help other former inmates get their lives together.

"I go into the community, make phone calls, check on clients to make sure they're OK," he said. "I help them find child care, rental assistance, transportation. It's all worthwhile. If I had to do it for free, I would."

Adriann Burks, a 27-year-old program participant who was convicted of felony theft in 1999, said EVOLVE helped him get his commercial driver's license and a full-time position at Republic Services

of Southern Nevada.

"(The program) has helped me out a lot," Burks said. "It gave me back my personality. It gave me the sense that if I put my mind to it, I can do anything. People say, 'I got a felony. No one will hire me,' and that's not true."

Because of his new opportunities, Burks said he will stay out of trouble.

"I never want to get caught up with the law again," he said.

Miller said now that he has some marketable training and

self-confidence, he can focus on setting goals.

"I want to purchase a home," he said. "I'm going to get me a good job. I'm going to save money. I want to provide for my wife and kids. I just want to work hard and come home to my kids. (EVOLVE) let me know there are people out there who care. It's going to help society because it helps people like me not have to go backwards anymore, because I can see a future for myself instead of letting life pass me by."

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(See Review Page 50)

Done My Time

Will Nevada Always Be Tough on Ex-Felons?

BY Damon Hodge PHOTOGRAPH BY Keith Shimada

Susanne Seymour had \$22 and 48 hours. It was the morning of July 23, 2003, and, near Downtown, she was inhaling her first breaths of free air in three years. Life had been grand just five years ago: Good job as a nursing unit coordinator, a house, car and longtime boyfriend.

This was her first day as Susanne Seymour, ex-felon.

It'd become routine: Her boyfriend would order Percoset, Seymour would pick up his prescription—oblivious, she contends, to the forged physician signatures. A doctor tipped off the cops. One day, in 1998, she went in to Wal-Greens for the pills and came out with a case: possession of a controlled substance. She pleaded not guilty and remained free for two years. Prosecutors hauled her into court in 2000—day before the charges would have been dropped. She was jailed for three months, during which time her boyfriend of 26 years, the man who convinced her to leave Florida for Las Vegas in 1974, the main reason she was in this mess and who she now suspects of selling the pills, pulled a Houdini.

So here she was, done repaying her debt to society, a free woman, a parolee, a 42-year-old ex-felon. Scared. Alone. No boyfriend, no family, no friends, no clue how to repair a once-respectable life that included an associates degree in general science (plans for a medical career) and no inkling of how cruel Nevada can be toward ex-felons.

She had the clothes she was wearing, the \$21.94 given to the newly released and 48 hours to report to the parole office, lest that be the duration of her freedom. She had neither directions to the office (corrections officials forgot) nor the customary bus ticket (that, too). The clock was ticking, panic setting in. She had to get there, wherever there was.

"I would've crawled to the parole office if I had to," she says. "I was not going back."

Welcome to Nevada— Florida of the West

Years before the election debacle of 2000 spotlighted the disenfranchisement of ex-felons, Nevada was a poster-state for the practice.

A 1997 American Bar Association report, "One in Seven Black Males Silenced at the Polls," listed ours as one of the 12 worst states for black male ex-felons.

Even with a 2003 law easing the process of restoring rights, things have only marginally improved.

Last year, Nevada finished among the worst 10 states in keeping ex-felons from the ballot box, nearly 5 percent of the population unable to vote due to a felony conviction (4.7

million Americans, more than 2 percent of the adult population, are similarly barred).

But voting is the least of an ex-felon's worries. They've got four months to find a job and a place to live or it's a parole violation—and back to prison.

So some return home, often to the environments that produced their criminal behavior. Others opt for homeless shelters, which some equate to prisons without bars (authoritarian rules), and halfway houses—mixed blessings at best (good for those strong enough to abide by the curfews and the you-must-work-to-earn-your-keep rules, bad for the well-intentioned-but-weak—they're still surrounded by a criminal element—and worse for the irreversibly institutionalized, the folks who simply can't handle the freedom).

You might not say it aloud, but most of you don't want an ex-felon as a neighbor. Witness the NIMBYism surrounding Casa Grande, a transitional house for ex-felons set open next year.

So, for thousands of ex-felons in Nevada, it's back to a life crime and, eventually, to lockup.

"On the first day I was released, I was scared to death," says Sean Smith, once the muscle behind West Las Vegas' biggest cocaine dealers and now director of a nonprofit that reintegrates fellow ex-cons. "I didn't know what I was going to do. I didn't know if society would accept me or how I would embrace society. I didn't know I was going to buy clothes or eat or if anyone would hire me."

And who wants to hire or work with an ex-felon?

The specter of employing a former criminal deters many employers. Lisa Morris sees this with the clients served through the city's Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) reentry program. There's a stigma attached, no matter the crime. Employers certainly don't want the violent, but don't seem overly receptive to the nonviolent (60 percent of the state's 10,000 inmates are serving time for nonviolent offenses), worried they haven't abandoned criminal proclivities. Concedes Morris: "There's lots of skepticism."

Since Nevada neither expunges some convictions, as some states do, nor erases first offenses if a person avoids trouble for a set number of years, the question, *that* question—have you ever been convicted of a felony?—continually haunts ex-cons. To mark yes or to not mark yes? Which essentially boils down to: *To work or not to work?* Welcome to their conundrum: Lie and risk being outed after getting the job, or tell

the truth and risk not getting the job at all. Seymour fessed up in her first interview.

"The guy said it loudly, 'You are a felon?' I felt this small," she says, placing her thumb and forefinger a centimeter apart. "He kept asking, 'What did you do? What did you do?'"

Created in 2000 and federally funded, EVOLVE immerses 250 ex-felons at a time into intense training and education programs, teaching them everything from Microsoft Office to dressing for interviews to navigating the Internet, all in effort to make them ready for society and the workaday world. The city-run program is one of a handful servicing the thousands of ex-felons released each year (for years, Nevada Partners and Nevada Business Services have run comprehensive reentry initiatives).

They could always lie when it comes to *that* question, right? Folks would be none the wiser. No harm, no foul.

Well, yes and no. There's no state statute, per se, that says an ex-felon can have their parole revoked for fibbing on application. That changes, says Roy Guirlani, manager for the state Department of Parole and Probation's Fugitive, Interstate Compact and Pre-Release Unit, if the person is seeking certification, say, for a medical license. They'd be obtaining said license under false pretenses.

"What we tell ex-felons is that this is a right-to-work state, and if you lie to your employer, they have a right to fire you," says Guirlani, echoing Morris' assertion that finding a job can be difficult for ex-felons in Nevada. "It's really tough to place violent offenders and sex offenders. If you want to fully rehabilitate them, you have to get to get them a job. But when many employers hear they are violent or sex offenders, they say no thank you."

Not that there are prolific job prospects for parolees anyway. They're banned from nearly two dozen fields, including veterinary medicine, mortgage brokering and landscape architecture; they have no chance of being a cop. There is some solace for ex-felons: the 2003 law that eased repatriation does remove various employment restrictions and allows them to serve on ... civil juries.

Post-Jailhouse Blues

For John Allen, it was matter of time. Twelve years ago, he was a 20-year-old with a chip on his shoulder. Part-time drug dealer, full-time asshole. Devoted roughouser. The kind of boys-will-be-boys hellion who might straighten out with a swift kick, if only someone had the balls and a spare foot. One night, he flashed a gun at some guys thumping his buddies outside a bar. He was charged with felony menacing and brandishing a weapon.

"They came and got me when I was in bed with my wife and newborn," says Allen, whose kind eyes, portly shape and courtly demeanor belie his former image. "At the time, my dad was a cop. He came to the door with six other cops and arrested me. He didn't say anything. He was doing his job, but I hated him for a long time."

Though the conviction stuck, a judge reduced his punishment to time served—12 days. Sure enough, he returned to form. The wife bounced, leaving him with their two children. Bartending was barely paying the bills and, as a father, he couldn't continue selling drugs. His parents were in Vegas.

For 18 months, he worked security in a downtown casino. That was before a spat with a boss. Now he's on the job hunt, look-

ing for stability. "I've got two mouths to feed," he says.

And to be an ex-felon in an interview is like walking a tightrope with size-20 shoes.

How do you explain away a felony gun conviction? How do you convince people you're no longer a hothead? How do you alleviate people's fears that, as soon as something goes wrong, you'll explode?

If you're John Allen, you put on your best manners, even though it doesn't always work. And you apply for familiar jobs, bartending and janitorial work, even though you get turned down. Fair or not, the perception is, once a criminal, always a criminal. He's worried and frustrated.

"There are a lot of people out there looking for the same thing that I am," he says, "and they don't have a felony conviction."

It's a Friday, and the air is Louisiana-humid—balmy, heavy. Thunder crackles and rain drizzles, washing dust off a dozen cars in the parking lot of Teamsters Local 631.

At a voter-registration drive for ex-felons organized by the Progressive Leadership Alliance of Nevada, Democratic Assemblywoman Chris Guinchigliani is addressing a normal-looking crowd, 30 or so folks, blacks, whites and Hispanics, old and young, a guy in "Devoe" campaign T-shirt folding flyers to be passed out to the attendees.

Her talk hits on a dozen or so aspects of Nevada's rigid repatriation process and her tooth-and-nail battle in the last legislative session to change it. Prior to to July 1, 2003, ex-felons had to petition the governor or the courts for the return of their voting rights. Guinchigliani's bill, passed last year, immediately restores voting rights to ex-felons honorably discharged from probation or parole, pardoned by the governor or released before July 1, 2003 (those released after must showing discharge, pardon or release papers). Getting the landmark legislation passed took much reconfiguring—jettisoning clause (those convicted of category B felonies with bodily harm must go petition the judiciary) after clause (restoring the right to bear arms), making the result a law that's altogether needed but still flawed.

(Assembly support was universal, but several state senators, philosophically opposed to repatriation, obstructed and, ultimately killed the original bill. Guinchigliani reworked the legislation into acceptability with the help of one of the dissenters, Republican Dennis Nolan).

Judging from the audience questions, most were ex-felons. All said more needs to be done.

Why, a black woman asked, can't ex-felons own guns? Guinchigliani called it a "poison pill" likely to doom any repatriation bill.

From a black man: Does the law affect those convicted of federal offenses? She thinks so.

And a Latina: Didn't her law eliminate the need for ex-felons to register?

Yes.

Then why is Clark County still enforcing the practice?

A black man says Metro recently arrested him for not registering.

Guinchigliani: "The county is illegally violating the law."

Why, a white man wondered, after nine years of being able to vote, is he now being



denied?

Guinchigliani: Each month, Metro sends the felony records to the election department and much of the information is wrong. All he has to do is show his discharge paper. Thirty-four states don't require the added step of showing discharge documents.

The queries kept coming: Can records be sealed? (Yes.) If they're sealed, do I have to mark "yes" on the felony question? (No.) Can we stop carrying our ex-felon registration cards? (Only those who committed crimes before July 1, 2003.)

"You guys are working me," Guinchigliani tells them. "I see I have more work to do."

Prison of the Mind

Freedom, Shawn Smith says, kills as many spirits as incarceration. "Three hots and cot and someone telling you what to do is easier ... It doesn't require you to think." Prison becomes a way of life.

Smith is in EVOLVE's headquarters, a small, strip-mallish complex of one-story buildings on Stella Lake Drive, just east of Martin Luther King Boulevard. Open the door and there are three people seated at the help desk, including a badged and uniformed woman, gun holstered on her right hip. Smith's in his office. He is big man, and the muscles of his gym-rat days have mostly retreated, replaced by girth now. He hums and has a habit of closing his eyes when he laughs. He's a joy to watch when animated: the arched eyebrows, hand gestures, the "let me show you thises," as he rifles through papers for evidence to prove a point.

If you lived in West Las Vegas in the '80s, you probably knew Smith, or knew of him. Back then, he was "S-Man." The "S" could've stood for semiautomatic. A 320-pound enforcer for the Westside's biggest drug kingpins. Able to beat you up or gun you down—"I mastered every kind of firearm there was."

Sentenced to 17-and-a-half years on conspiracy and weapons charges, Smith paroled out in eight (several charges were dropped) and points to a pristine prison record as evidence he wasn't a typical inmate and wouldn't be a typical Nevada ex-con: never thrown in the hole, written up or mixed up in the gang clashes, race riots, stabbings, inmate uprisings; aced his progress reports; became a Toastmaster; mentored the hard-core.

Through his nonprofit group, Guiding Individuals From Trouble Inc. (G.I.F.T.), he handles reentry programming for EVOLVE, Nevada Partners and the Southern Nevada Workforce Investment Board.

Smith attacks the three-headed monster that is jobs/homes/life skills via a bevy of services like resume-writing, job-readiness, mentoring and self-help workshops.

"These things are interconnected. How are they going to afford a place to live with no job? How are they going to hold a job without the appropriated life and job skills?"

"If someone has been away five, 10, 15 years, there's a lot of pressure on them to make it on the outside," Smith continues. "Some have to pay fines or restitution or child support or have substance-abuse and anger-management issues. After 30 or 40 days, the honeymoon is over and their support system is getting impatient. It's time for you to get a job," they'll say. The person tries, but doors get slammed in his face. He had no real skills when he went in and none when he came out."

So much of what he teaches is indepen-

dence, as prison can siphon a person's do-it-yourself ethos. Succeeding on the "outs," as the outside world is called, requires thinking unconventionally, a daunting task for those whose thinking has been done for them. While living in a box, Smith dreamed of living a life "outside the box," without a script but with a plan.

As it happened, he brainstormed G.I.F.T. while working as a garbage man, and completed 90 hours of real estate school—"in case I ever got fired." Next came pro-bono work for Nevada Partners, helping 300 ex-offenders with re-entry—"to show I was committed to helping." No better way to do so than by working for free.

"I had 300 people's undivided attention," he says. "If this is what I wanted to do, this was the right thing to do."

Post-Jailhouse Triumphs

The saying goes, "pimpin' ain't easy." Well, it was second nature for Craig Kesa, whose hometown of San Francisco (and nearby Oakland) produced some of the nation's most legendary skin-hustlers.

With a mouth slicker than a Texas oil salesman, Kesa talked girls into the "game" and out of their money. "My weapon was my mouth."

His other talent was cooking. In Vegas, he found a place for both skills. Cook by day, pimp—with four girls on his roster—by night. It was easy.

"I've always been able to talk to women, to get them to do what I want ... make that money," says Kesa.

Three years ago, in a strip club, he beat a man with a bottle. Home for the next three years: High Desert and Indian Springs correctional facilities.

"I'd been in jail before, been shot at and shot back, but I'd never been locked down. I couldn't imagine being locked up. Being told to when to wake up, to move your balls, to cough, spread your ass cheeks, being locked in a room with another man. You can't fathom living like that," says Kesa, who initially gravitated to the pimps and hustlers before isolating himself and working on self-improvement. "I waited until age 43 to go prison. I couldn't even cry. I didn't know if I was afraid or not."

December 2003: He's dropped off with a box of his belongings, \$22 and 48 hours. He called his mom on the cell phone she'd sent. Told her he was petrified. Would later tell her that Vegas' homeless shelters are just like prisons—restrictive, full of broken dreams. That employers were leery of ex-cons. That it was a struggle to keep the defeatist attitudes he'd encountered in prison—he couldn't fulfill his dreams, he couldn't be a cook—from winning.

"People used to come by my cell all the time and ask why I didn't come out. I said, 'Because I'm not like you, and I don't like you,'" he says. "I was headstrong. I wasn't going back."

The pimp game lost its allure. God, he says, had taken over, leading him in another direction, away from the strip clubs and hotel bars—after awhile, he was scared to visit those places—and into the arms of a spiritually grounded woman, a great church and a comprehensive ex-felon re-entry program, EVOLVE. There, people put his resolve—and mouth—to the test. In order to get a bus pass to apply for jobs, he had to provide copies of his birth certificate and Social Security

card. Which meant needing his mom about finding each document. To get that chef's outfit, he had to type up a resume—no easy task for a hunt-and-peck typist—and get his high school and college transcripts. EVOLVE purchased hundreds of dollars of cooking equipment, including a set of expensive knives. Now he had no excuses.

Explains EVOLVE administrator Lisa Morris, an analyst in the city's Neighborhood Services Department: "You've got to give people the opportunity to do the right thing. If you don't help the individual, they are going to go right back to what they know. What can you do with a \$21 check?"

Sometimes, to help someone, you have to push them out of their own way.

"If you don't want to help yourself," says Kesa, who now cooks at UNLV and an Italian restaurant, "can't nobody help you."

Brian Kennison had a good support system. Three weeks out of prison and, thanks to family connection, he had a job with a plumbing company.

Having a place to rest his head hasn't been an issue either—first it was with his stepdad, now with his girlfriend. Kennison was recently certified to service and repair air-conditioning and heating systems.

Not a bad life for someone who started at a deficit.

Kennison started drinking at an early age, early teens, as best he can recall. Says he has trouble remembering important events in detail. Like the night in June 2000 that turned him into a felon: Went to a bar, got into a fight, pulled a gun, held patrons hostage, tussling ensued, got arrested. A doozy of a first offense, for sure, but he still he figured, at most, he'd get probation. Nope: three years, two months in prison.

"I really didn't know what to expect. You quickly learn to follow the rules and avoid trouble," Kennison says.

Freedom has required a similarly tough adjustment.

It's taken time to acclimate to thinking independently, to get used to crowds, to stop looking over his shoulder, to smile freely. The city grew leaps and bounds while he was gone. It's taken time to find out where friends have moved to and how to get there. Yes, growth has brought more jobs, but that doesn't mean more opportunities for ex-felons. A person needs to feel useful, valued, treated with respect. Kennison is lucky to have stepped out of prison and into loving arms. Many of the men he lived with in prison don't have that luxury. Their freedom is a short-lived, harrowing vacation.

"Inside, everyone talks about what they want to do when they get out. I wanted to be able to see different things and to have different foods. I love steak, and I knew it'd be a long time before I had good steak again," he says. "Many of them don't have dreams. They died in prison."

What Does the Future Hold?

Jackie Crawford is embarrassed. The state's director of prisons is admitting, in front of 30 people at a press conference, that the state, "doesn't really prepare" ex-felons for release.

"We give them \$21 and send them on their way," she tells folks gathered in late July at the West Las Vegas Arts Center for the unveiling of

the quizzically named Casa Grande (Spanish for "the big house"), a \$21-million transitional house where ex-felons will be required to undergo drug treatment, find work and pay rent (\$16 a month). It'll hold 400 nonviolent male inmates and open in July 2005. "The parole board gives inmates four months to find a job and living quarters. As a result, a lot of people have their parole revoked."

The general feeling is that Casa Grande will help, particularly with reducing recidivism, and any help given to ex-felons is welcome. (Ridge House in Reno treats drug-addicted ex-felons and, in the early '90s, had a 22 percent recidivism percent among its 76 clients, three times lower than the state's overall 64 percent rate. Depending on the jurisdiction, national recidivism rates range from 43 percent to 75 percent.)

Smith is here for the ceremony. Something he said at an earlier visit comes to mind. Without changing the laws, everything—transitional homes, "re-entry" programs, working with employers to hire ex-offenders—is essentially a stopgap, like putting "Band-Aid on a gunshot wound." The law, he says, "is where the fight is." Mandatory minimum sentencing must go. Three-strikes laws, too, as well as incarcerating scores of nonviolent offenders. Reduce the prison population and you reduce the need for stopgaps.

Repatriation must be made easier. Employment barriers removed. Give ex-felons jobs and you give them a reason to live life in bounds, you help prevent them from returning to crime. We diss them at our own peril. Says Smith: "People with hiring and firing power, who may be sympathetic to ex-felons, often don't see applications."

Guinchigliani's bill opened job options for ex-felons, lifting restrictions that prevented them from working in industries with no connection to their crime. "You obviously don't want a child-abuser getting a child-care license—but that doesn't mean this person can't work in bank." Still, many state licensing boards prohibit ex-felons from consideration, something done years ago, she says, "to protect the professions."

"You need to look at the crime, how long people have been clean, what is a felony—it varies by state ... this should be looked at a federal level so these laws are consistent across the nation," Guinchigliani says. "We need to make it simple to maneuver through the process (of re-entry)."

These changes, if they ever occur, will take time, and time is exactly what Susanne Seymour doesn't have. "My options are limited. I'm not going to have a career career."

She's worked in hospitals, done day labor, driven big rigs. These days, she delivers flowers. "I don't dare quit ... I gotta eat."

Of course, she found the parole office in time, it was around the block. On the way there, she bought a salad, her first official act of freedom. "I hadn't had one in so long, I forgot what they looked like."

Sometimes, she wishes she hadn't found the office. Not that she wants to go back—"although I did learn in prison that I was a stuck-up bitch and somewhat racist ... I befriended so many black girls"—but the halfway house she went to was just like prison, only with male ex-felons and an atmosphere thick with trouble.

"There's a lot of flirting going on," she says. "It's like they're setting us up to fail." ■

Employer Benefits

- ◆ Tax Incentives
- ◆ On-the-Job Training Opportunities
- ◆ Certification and Licensure Assistance
- ◆ Customized Employee Training Opportunities

Mission Statement:

The mission of the EVOLVE Program is to provide specific, individualized employment services to program participants ultimately enhancing their ability to become financially self-sufficient. Our staff is committed to empowering participants by providing a consistent and comprehensive experience, enabling them to become gainfully employed through vocational education and training opportunities.



The EVOLVE Program is a partnership between the city of Las Vegas, the U.S. Department of Labor and the Southern Nevada Workforce Investment Board.



EVOLVE Center

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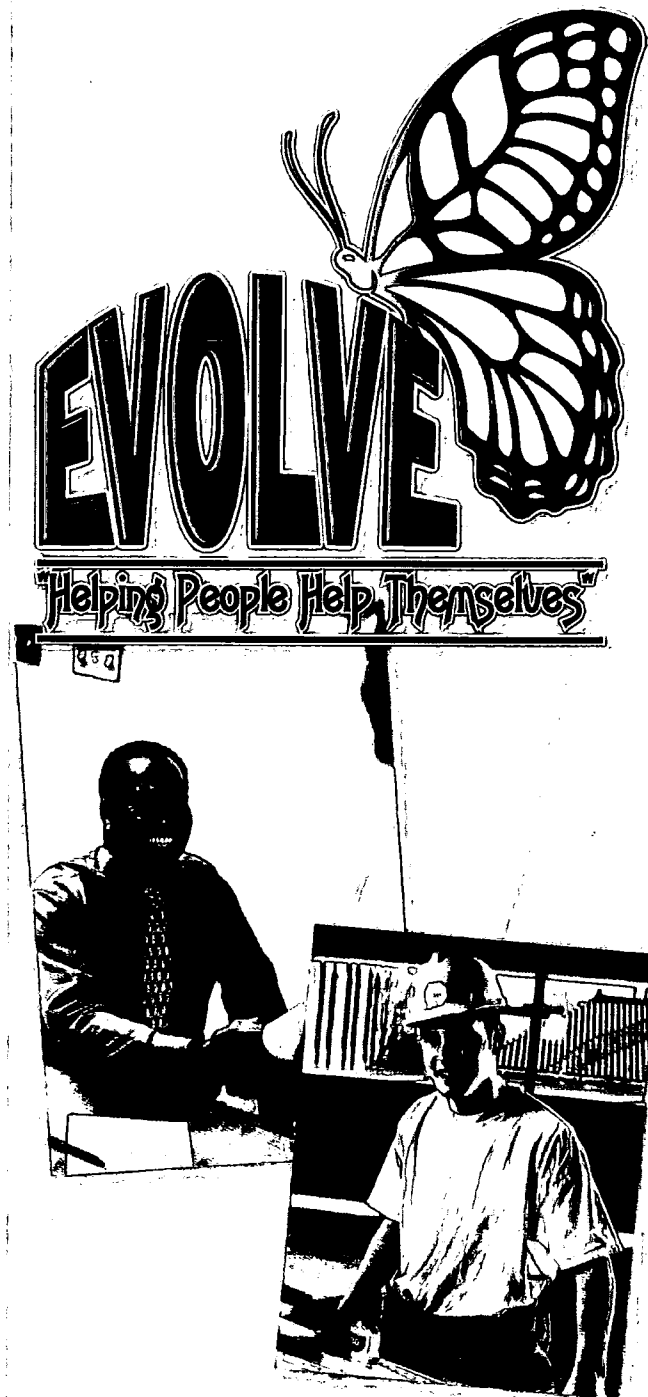
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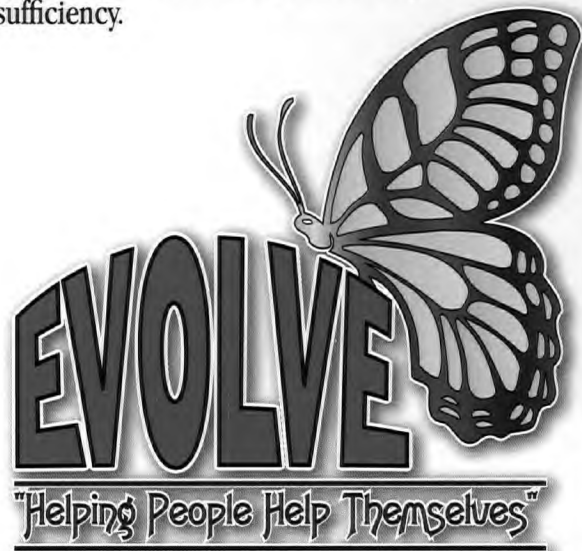
"Equal Opportunity Employer Program"

Program Goal

Recognizing the numerous barriers ex-offenders face as they reenter society, the city of Las Vegas designed a comprehensive program to help ex-offenders transition into the community. **EVOLVE's** primary goal is to assist ex-offenders in securing and retaining employment. The program seeks to increase public safety, reduce recidivism, improve the workforce in Southern Nevada, and promote self-sufficiency.



"As a convicted felon, my employment options were dismal. The EVOLVE program helped me complete a training program and now I work for a company with great advancement opportunities."
Jose



- ◆ Annually, 4,000-5,000 ex-offenders are released from the Nevada Department of Corrections into the Las Vegas Valley. This number does not include inmates released from local jails or federal prisons.
- ◆ Upon release from prison, Nevada inmates are given \$21 and transported to the bus station. Most inmates leave prison with no savings, no access to stable housing, no health or unemployment benefits and extremely limited employment options.
- ◆ Although the recidivism rate in Nevada has never been officially documented, it is estimated at over 80%. Nationally, an average of 2/3 of all parolees are returned to custody within three years, most within six months of their release.
- ◆ Recidivism translates into more crimes and more victims, undermining public safety.
- ◆ Preliminary data from the University of Nevada Reno independent evaluation reflects a 10% recidivism for EVOLVE program participants.
- ◆ The average cost for an EVOLVE participant from enrollment in the program to the point of employment is \$5,000. That is significantly less than the cost of maintaining a prisoner in incarceration, at an annual average cost of \$22,650, with some states spending upwards of \$44,000.
- ◆ The average wage for an employed EVOLVE participant is \$13.13 per hour, more than double the minimum wage rate of \$5.85 per hour.

EVOLVE is based on a continuum of care approach that provides accessible intensive case management, education, and training in a viable trade in order to secure livable wage employment. An individualized reintegration plan is developed for each client based upon information gathered at intake. This plan can include substance abuse, anger management, impulse control, and mental health treatment. After intake, caseworkers and employment specialists meet with clients to conduct a needs assessment to identify steps to obtain employment and select the appropriate courses of action to achieve self-sufficiency.



Trained staff work with ex-offenders beginning with in-depth skill assessments to evaluate client abilities and barriers to employment. Workshops are held on resume writing, conducting interviews, personal appearance, and behavior. Classes include conduct in a work environment, conflict resolution,



problem solving, constructive feedback, following instructions and taking direction from supervisors. On-site instructors provide job search assistance and teach clients the best ways to search for employment. Individuals lacking marketable employment skills or with little to no work experience are eligible for training and education programs. Continual monitoring of client progress helps to ensure successful completion of training programs.

Innovative Service Delivery

The EVOLVE program employs mentors who are ex-offenders that have successfully transitioned back into the community. These mentors share their experiences with program participants while providing advice and direction. The mentoring component is unique among reentry programs and significantly increases participants success. Mentors encourage clients to seek solutions to problems, act as liaisons in resolving problems between clients and service providers, monitor clients' progress and cooperation with program requirements, and provide guidance for individuals having difficulty adjusting to community reentry.



From its inception, a process and outcomes evaluation to determine program effectiveness was built into the EVOLVE program through a partnership with the University of Nevada Reno. Preliminary findings are extremely promising.

The EVOLVE program is the only community-based reentry program in the State of Nevada offering wraparound services to ex-offenders. The program has gained statewide recognition as inmates request EVOLVE program participation. The State Parole Board effectively endorses participation as part of conditions for parole.

This innovative program is quickly becoming a national model recognized by several federal agencies. The Department of Health & Human Services selected staff to participate in a policy forum in Washington, DC based on effective collaborative efforts. The program was also showcased at the Department of Justice Power of Prevention Conference (2004), the National League of Cities Showcase (2004), and the 2005 Transforming Local Governments Innovations Conference.

Community Partners

EVOLVE is a one-stop center that helps ex-offenders maintain a self-sufficient, law abiding lifestyle. Several correctional and law enforcement agencies, including the Nevada Department of Corrections, Nevada Parole and Probation Division, city of Las Vegas Detention Center, Federal Probation Division and the Clark County Detention Center have partnered with EVOLVE to ensure inmates receive pre-screening and pre-release coordination. Nevada Parole and Probation provides on-site ex-offender supervision and day reporting at the EVOLVE Center. An array of community and faith-based agencies serve as referral resources. Nevada JobConnect, an organization charged with overseeing and providing workforce development services to Nevada employers and job seekers, also has an office at the EVOLVE Center. The EVOLVE program has developed partnerships with more than 30 employers and 250 training providers.



"The EVOLVE program changed my life by giving me the resources I needed to get a better job."

John

"I have a satisfying job with a growing company where I feel appreciated and respected, thanks to the EVOLVE program."

Alicia



"The EVOLVE program helped open doors that were otherwise closed to a convicted felon."

Troy



"Within three months of my first contact with the EVOLVE program, I have secured a salaried position with medical and dental benefits."

Marvin

Work Opportunities Tax Credit (WOTC) (A Federal Tax Credit for Employers):

Employers are eligible for the following one-time federal tax credit for hiring new employees from a qualified population of low income groups, including ex-felons:

- ◆ Up to 40% of the first \$6,000 in paid wages (\$2,400 per employee) if the individual works a minimum of 180 days or 400 hours.
- ◆ Up to 25% of the first \$6,000 in paid wages (\$1,500 per employee) if the individual works a minimum of 120 hours but less than 400 hours.

The employer may claim an unlimited number of employees. The employer may not claim the tax credit for an employee on an on-the-job training contract (see following section), but credit may be claimed for wages paid after the OJT contract has expired. The employee must have been qualified for the WOTC before the starting date. Time spent with the employer doing on-the-job training qualifies the employer toward fulfilling the retention period. EVOLVE staff assist employers in securing the necessary certification from the State Department of Employment Security.

On-the-Job Training Reimbursement:

All or a portion of a new employee's wages may be reimbursed to the employer for two to three months during the training period. Employers must contract for OJT prior to hiring the employee and must hire for a permanent position.

Federal Bonding Program:

This program provides fidelity bonds to the employer for job applicants who may be denied coverage by commercial carriers due to their ex-felon status.

Tools:

The EVOLVE program provides an allowance of up to \$200 to purchase tools the employer may require of job applicants.

Pre-screening of Applicants -- matching skills, strengths with jobs:

Prior to making any employment referral, the EVOLVE Job Counselor conducts an intensive interview and administers a battery of tests. The screening includes identification of employee goals, personal characteristics, experience and technical skills. Based on the results of the assessment, the Job Counselor works with the client to obtain suitable employment.

Employee/Employer Assistance:

Assistance does not stop at the time of hire. The EVOLVE program staff continue to work with the employee and employer to prevent obstacles that might impede success. The caseworker, mentor, and job trainer are available throughout the first year of employment. Employee assistance programs are also offered to the client to provide support in overcoming personal barriers.

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MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 64

Item 64 – Report and possible action regarding the proposed expansion of the Educational and Vocational Opportunities Leading to Valuable Experiences (EVOLVE) program to provide services to the chronic inebriates and homeless – All Wards

Appearance List:

OSCAR GOODMAN, Mayor

ORLANDO SANCHEZ, Director, Neighborhood Services

LISA MORRIS, Neighborhood Services

DAVID RIGGLEMAN, Director, Public Information Office

CEDRIC KERNS, Municipal Court Judge

UNIDENTIFIED FEMALE SPEAKER

STEVE WOLFSON, Councilman

BETSY FRETWELL, Deputy City Manager

LISA GETMIN, EVOLVE participant

LARRY BROWN, Councilman

MICHAEL WILLIAMS, EVOLVE participant

CORNELIUS GAINES, EVOLVE participant

ERIC FRICKER, Sergeant, Las Vegas Metropolitan Police Department, Downtown Area Command

LAWRENCE WEEKLY, Councilman

GARY REESE, Councilman

(9:47-10:20)

1-1364

33 minutes

Typed by: Gabriela Portillo-Brenner

Proofed by: Angela Crolli

**CITY COUNCIL MEETING OF
MARCH 16, 2005**

VERBATIM TRANSCRIPT – Item 64

29 **MAYOR GOODMAN**

30 There have been two requests, one on behalf of Judge Kern (sic) to call an item forward. He
31 wants to get back to sitting on the bench in our – Municipal Court. So, we're going to call Item
32 No. 64, at this time, and then we'll call, according to another request, Item 58 next. But 64, this
33 is a report and possible action regarding the proposed expansion of the Educational and
34 Vocational Opportunities Leading to Valuable Experiences, which is known as the EVOLVE
35 program, to provide services to the chronic inebriates and homeless. This pertains to all wards.

36

37 **ORLANDO SANCHEZ**

38 Mayor and City Council, Orlando Sanchez, Director of Neighborhood Services. We're going to
39 give you a quick presentation on the success of our EVOLVE program and how we're tying the
40 chronic inebriates and homeless into our system. Dr. Morris is with us, and she'll give you our
41 presentation. But, I also wanna recognize Mike Sheldon, Chief Sheldon, and also Jim Carmany
42 for being an active participant in the development of this presentation. So, with that, I'll turn it
43 over to Dr. Morris. Thank you.

44

45 **MAYOR GOODMAN**

46 Thank you very much.

47

48 **LISA MORRIS**

49 Thank you. Good morning, Mayor, members of the Council. Late last year, Mayor asked that a
50 program be created to address the chronic inebriate and homeless populations. An internal
51 workgroup was formed with staff from Detention and Enforcement, Municipal Court, and
52 Neighborhood Services. The workgroup included clinicians, psychologists, criminologists, and
53 other staff who have worked with these populations for years.

54 This is an overview of the preliminary report on the chronic inebriate intervention program. The
55 recommendation being proposed is to expand the EVOLVE program to include a diversion
56 alternative sentencing component to address the needs of the chronic inebriates, with the intent
57 of moving chronics off the street, out of shelters, and into permanent housing. As you are aware,
58 the EVOLVE program has a proven record, as documented by the University of Nevada Reno,

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59 for providing wraparound services to our ex-felon population. The EVOLVE client recidivism
60 rate remains well below 10%, while the national average is above 66% and can be as high as
61 80%.

62 The workgroup defined chronic inebriate as an individual with a condition or a combination of
63 conditions which may lead to or is the result of dependency on drugs and/or alcohol that may
64 also be a co-occurring mental disorder. For the past several months, the workgroup conducted a
65 needs assessment to identify current programs, services, and/or referrals, identify gaps and
66 service delivery within the City of Las Vegas departments, identify chronic inebriate modes of
67 entry, and review programs from other states. This process was used to ensure the problem was
68 thoroughly researched so the proposed recommendation would provide the most efficient and
69 effective approach to addressing the chronic inebriate population. It was determined that case
70 management was the key and was essential to achieving success.

71 As you can see from this illustration, the proposed concept integrates the services of Detention
72 and Enforcement, Municipal Court, Pre-trial Services, Alternative Sentencing and Education
73 Division.

74

75 **MAYOR GOODMAN**

76 Excuse me one moment, please.

77

78 **LISA MORRIS**

79 Yes, Sir.

80

81 **MAYOR GOODMAN**

82 If you'd be kind enough to try to focus in on that. We can see it.

83

84 **LISA MORRIS**

85 Okay.

86

87 **MAYOR GOODMAN**

88 Not you, of course, but whoever's in charge of the overhead.

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89 **DAVID RIGGLEMAN**

90 We can't, Mayor.

91

92 **MAYOR GOODMAN**

93 You can't do better than this? This is it?

94

95 **DAVID RIGGLEMAN**

96 It's in a PowerPoint.

97

98 **MAYOR GOODMAN**

99 Okay. Sorry.

100

101 **LISA MORRIS**

102 I'm sorry. I will provide a copy of this concept to your offices.

103

104 **MAYOR GOODMAN**

105 Thank you.

106

107 **LISA MORRIS**

108 What it shows is that, it links the Municipal Court, Detention and Enforcement, and
109 Neighborhood Services to ensure a seamless service delivery method. For the offender, it
110 provides an opportunity to enter into a diversion program, access to alternative to custody
111 treatment, discharge planning to create a smooth transition to the community, and aftercare.
112 Components including intensive-case management, housing, and employment, to decrease the
113 likelihood of returning to custody is also included.

114 EVOLVE is a comprehensive continuing care program that integrates services into the gateways
115 of the judicial and jail system. The high rate of recidivism can be reduced. The burden of, on the
116 local health providers can be decreased, and taxpayer dollars can be saved. By stopping the cycle
117 of chronic substance abuse and homelessness for individuals, public safety can be enhanced.

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118 The goals of the proposed program expansion are to reduce local jail and judicial costs, achieve
119 self-sufficiency, reduce arrests, assist with sobriety and rehabilitation, provide job readiness and
120 employment, and decrease public nuisance.

121 The eligibility criteria for program participants would be that they would, they are chronic
122 inebriates. They are homeless, as defined by HUD as an individual or family that lacks a fixed,
123 regular, adequate nighttime residence, or resides in a transitional or supportive housing. They're
124 presumed employable. They are male or female, ages 18 or older, and their participation can be
125 either voluntary or mandated.

26 There are four identified points of intervention. The first being community outreach and self-
127 referral, otherwise known as a walking client. Pre-arrest diversion, which is intervention at the
128 earliest stage of contact between a chronic inebriate or homeless person and the criminal justice
129 system. Post-booking diversion, which is intervention at the earliest stage after charges are filed
130 and the person arrested booked into the criminal justice system, such as jail or referral to the
131 program, and post-jail diversion, or after care, occurs at the time of release from custody.

132 EVOLVE uses a holistic approach to link clients with services to meet their needs through
133 intensive case management. The program incorporates community-based, treatment
134 rehabilitation, counseling, mentoring, job readiness, and housing assistance. All components are
135 designed to help clients succeed in becoming self-sufficient and stable, rather than returning to
136 the streets or substance abuse.

137 The following identified gaps will be addressed by the proposed concept: A coordinated
138 interagency service delivery. Post-release planned development, including treatment, increased
139 sentencing options, including suspended sentence or diversion program referral, coordinated,
140 coordination of client/inmate transportation, crisis intervention team development, an improved
141 information flow between all law-enforcement agencies.

142 Furthermore, the proposed concept supports Council priorities and the goals to optimize
143 available resources to effectively manage the criminal offender populations. This includes
144 identifying traditional and non-traditional resources as an alternative to incarceration.

145 The recommendation is to sustainely (sic) exist in the EVOLVE program and implement the
146 proposed chronic inebriate intervention program pilot, and assign Neighborhood Services as the
147 administrator point of origin. We need to hire a community resources coordinator that will help

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us to maintain a database of available resources. We need two case managers, which I believe were offered at the October Council meeting, and identify and evaluate all existing agreements with public and non-profit agencies to make them more accountable to the dollars they are receiving. We also want to ensure that a process and outcomes evaluation is conducted to determine and document successful practices.

The interdepartmental work team consisted of members from Detention and Enforcement, Municipal Court, and Neighborhood Services. As Director Sanchez said, we need to thank Chief Sheldon, Director Carmany, and the work team for their effort. This concept is also supported by the Metropolitan Police Department and Municipal Court Judge Kerns.

In conclusion, it costs between \$49 and \$73 per day to house an inmate in our City jail. An average sentence is between 90 days and three hundred and sixty-five days, costing the taxpayers between \$6,500 to over \$26,000 annually. Participation in the –

MAYOR GOODMAN

For each person?

LISA MORRIS

For each person, Mayor. You are correct. Participation in the EVOLVE program for 18 months is a one-time cost between 3,000 and \$5,000. The proposal presented to you this morning represents an interagency problem-solving effort to reduce the revolving door wherein chronic homeless inebriates move in and out of detoxification centers, City jails, local emergency rooms, and the streets. Since the EVOLVE program design is proven, clients could begin accessing services immediately. Funding for the EVOLVE program will expire on June 30th, two thousand and five. It is respectfully recommended that the City Council support the continuation and expansion of the EVOLVE program and direct staff to proceed accordingly.

Mayor, with your permission, several individuals, including Honorable Judge Kerns, would like to speak. And also Elizabeth Christensen from the University of Nevada Reno is available. She's our – evaluator.

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176 **MAYOR GOODMAN**

177 Most certainly. I – welcome their comments. I think of a – program that has been more
178 successful in the City than the EVOLVE program. It's extraordinary. As a criminal defense
179 lawyer, by profession, I saw the recidivism rate actually be within the 80 to 85%. We saw the
180 same people going in and out, in and out. They did their time. They got on the streets. They went
181 back into whatever problem areas they had. Went back into prison and it cost a fortune. And, the
182 EVOLVE program, I believe, anybody who goes into that program, it's about a 90% retention
183 rating; is that correct?

84

185 **LISA MORRIS**

186 That's correct.

187

188 **MAYOR GOODMAN**

189 So, I mean, anybody who is not in favor of this program, either, well, I'm not gonna say what
190 they are. I'll get in more trouble. But, everybody should be in favor of this program. Judge,
191 please.

192

193 **JUDGE CEDRIC KERNS**

194 Mayor, Council. Your Honor, first of all, I wanna thank you for pulling this out of order. As you
195 know, I have to get back to – court. I've been involved with EVOLVE through the Hope Court.
196 What the Hope Court has been, it's something established through Metro, TLC, the City
197 Attorney, and the Public Defender's, and what we deal with are habitual offenders. In the last
198 two years, they got, they targeted 27 habitual offenders, and I could tell you that those 27 people
199 had been arrested more than 8,000 times. We've taken those –

200

201 **MAYOR GOODMAN**

202 Did you hear that? I want the youngsters to hear that. Twenty-seven people were arrested over
203 8,000 times. That's incredible when you think about it.

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204 **JUDGE CEDRIC KERNS**

205 And we were seeing them almost on a daily basis. Whenever – their jail sentence was done, I
206 would see them the next day in court. And, I know that the City's position was we need to do
207 something to help them out. So they, Metro came to me, and they asked me to institute the Hope
208 Program. And, so we have these people in court. I recently got numbers that shows that, out of
209 those 27 people that we've had in the program, there's been a 74% reduction in arrest rate. And I
210 believe officer Fricker can give you the numbers on how many hours that have saved.

211 But one thing that I found out during this is that we had numerous people make it the first 90
12 days through TLC, which is our Transitional Living Community, and they've gone without
213 arrest, without drugs, without alcohol. But after they make it that 90 days, they didn't have a
214 caseworker, and that's when we were having a lot of relapses. And, so when EVOLVE is asking
215 for two caseworkers, I'm here on behalf of the Court and behalf of the Hope Court to support
216 that, because they will be working hand in hand with the Hope Court. So, when we get these
217 successes through the 90 days, we just don't send them on the street, because now they don't
218 know how to function. We have someone there who can work them through that. And I – thank
219 you for the time. If you have any questions, I'd be glad to answer them at this time.

220

221 **MAYOR GOODMAN**

222 Thank you, Judge. I – think the record really should reflect that you gave me a little bit more
223 credit than I deserve. It was basically Councilman Brown, if I recall, who brought the issue of the
224 chronic inebriates before the Council and made this into a – a matter that interested us and lead
225 us to this particular situation. I had a – nice chat, and I'm gonna ask you to follow through on
226 this, because ,when it comes to funding, we're always looking for sources and resources.

227 I had a nice chat out at the Speedway, this past Sunday, with Brutin Smith. Brutin Smith is the
228 owner of the Speedway and he's very charitable. I was involved a couple of years ago in a, an
229 event for Westcare, and I challenged him to provide more beds than Westcare was even asking
230 for at the time. And, he wrote a very substantial check, and he came up to me, and he said, how's
231 that project doing? And, I said, it's very successful. It's really addressing issues that are so
232 important to our community. The chronic inebriates instead of going into the hospitals are now
233 going into Westcare, freeing up the beds for people who have serious medical problems in the

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234 hospitals, and the like, and he said, well, he'd like to discuss further how he could perhaps be
235 involved with more contributions. I think that if you call him, you might have a – resource there
236 that you probably – didn't think of, because this goes to that very issue. When you keep the folks
237 who have the problems out of the jail system, out of the hospitals, then you're free it up for
238 everybody else, and that's a – real issue in our community.

239

240 **JUDGE CEDRIC KERNS**

241 I – appreciate that, Your Honor. I do wanna point out that in the two years since we've had the
42 Hope Court, we have not, it has not charged the taxpayers any money.

243

244 **MAYOR GOODMAN**

245 Terrific.

246

247 **JUDGE CEDRIC KERNS**

248 They – pay for themselves. The go into TLC. They work, you know, they've – done that.
249 However, the case management, they won't be able to pay for that too. That's why I'm here
250 supporting it. Now EVOLVE has worked with us. We've had people who we have had taken out
251 of there and worked with EVOLVE. But EVOLVE is, I believe, trying to help us to get all the
j2 agencies together. At this point, I've gotta tell you that TLC and Lee Henry has, they have been
253 tremendous in our efforts, and we're hoping just to improve it.

254

255 **MAYOR GOODMAN**

256 Terrific. Well, I see a lady and two gentlemen behind you that look like they wanna share
257 something with us.

258

259 **UNIDENTIFIED FEMALE SPEAKER**

260 Yes, (inaudible)

261

262 **COUNCILMAN WOLFSON**

263 Mayor Goodman?

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264 **MAYOR GOODMAN**

265 Yes.

266

267 **COUNCILMAN WOLFSON**

268 Excuse me. Before, may I ask Judge Kerns a question, please?

269

270 **MAYOR GOODMAN**

271 Certainly.

72

273 **COUNCILMAN WOLFSON**

274 Thank you, Judge Kerns. First of all, I'll be brief. I just wanna congratulate you for all of your
275 hard work, Judge Kerns, and to commend you on your innovation, because we need more judges
276 doing exactly what you're doing. A lot of times we have judges that work hard and they come to
277 the courtrooms and they put in their 40 or 50-hour a week jobs. But we need more innovation,
278 because we have an overburdened criminal justice system. So, we are not only helping people,
279 like Mayor Goodman touched on, but we're hoping to relieve our overburdened system.

280 So, I just wanted to make that comment, and then ask one question. We're getting ready to have
281 Municipal Court move over to the Regional Justice Center one day. Does the County have any
32 kind of similar program for their misdemeanor cases and their, the types of people that would
283 qualify for this program?

284

285 **JUDGE CEDRIC KERNS**

286 First of all, I appreciate the – comments. Thank you. But, I – have to tell you, I am not aware if
287 the County has one, I am not aware. Maybe –

288

289 **LISA MORRIS**

290 I'm not aware either.

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291 **COUNCILMAN WOLFSON**

292 Well, then let's take this opportunity to invite you to – make an inquiry. Because, obviously,
293 we're concerned with the City primarily, but we're also concerned with all of the residents of
294 this Valley, and this is a great program. And I think we need to make contact with somebody
295 over at the County, because I'm sure they have probably a bigger problem than the City because
296 they service more people. Thank you.

297

298 **JUDGE CEDRIC KERNS**

299 Appreciate it.

300

301 **BETSY FRETWELL**

302 Mayor, if I may just chime in. This is Betsy Fretwell.

303

304 **MAYOR GOODMAN**

305 Yes.

306

307 **BETSY FRETWELL**

308 We have been working with the County to some degree. The, one of the genesis for this
309 presentation, in addition to Councilman Brown's initiation of the Chronic Inebriate Task Force
310 four and a half years ago, was this concept of trying to create a serial inebriate program here in
311 Southern Nevada. It was something that one of our homeless advocates emailed to many of us.
312 Many of you shared with us your concerns about our evaluation of that program, to make sure
313 that we were looking at it. We did that, and – this is what we're rolling out. I will say, in the last
314 month or two, the County had a little, what I would call a summit, with many of the local
315 governments invited to talk about the creation of a – serial inebriate program, not unlike that in
316 San Diego. This is our version. And, I think we're probably first out of the box. The County has
317 a – much larger court system, and there may be some additional things they'll have to do to
318 implement that. But we'd be happy to share our program with them, and maybe they can gain
319 from what we've found through the success of our EVOLVE program that Councilman Weekly
320 has been an unbelievable leader in helping us make that program a success, the chronic inebriate

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321 expansion that I mentioned, and be happy to share those successes with – anybody who wants to
322 listen.

323

324 **MAYOR GOODMAN**

325 Thank you very much, Ms. Fretwell. All right, thank you, Judge. Yes, Ma'am?

326

327 **LISA GETMIN**

328 Good morning, everyone. My name is Lisa Getmin, and I'm here to speak about the EVOLVE
329 program, as an ex-offender. I'm an ex-offender. I became a felon January of two thousand and
330 one. When I re-entered society in the fall of two thousand and two, EVOLVE didn't exist and
331 my challenges were huge. I ended up working in a minimum-wage position for a year and a half
332 before I had the courage to go and look for another career and look for another job. And that's
333 how I found the EVOLVE Center, through Job Connect. And I began working with EVOLVE
334 last July and, by August, I was in training and hired with the company that I'm still employed
335 with.

336 And I would like everyone to consider the unmatched quality that they give for ex-offenders.
337 There's no program out there that can help the way that I was helped and gave me the future that
338 I now have.

339

340 **MAYOR GOODMAN**

341 That's terrific. Were you actually incarcerated?

342

343 **LISA GETMIN**

344 Yes, I was.

345

346 **MAYOR GOODMAN**

347 When you were released, did you receive any kind of monies in order to help you once you
348 obtained your freedom?

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349 **LISA GETMIN**

350 No. No, I – was released from Dune Conservation Camp on house arrest. I had family support,
351 and this was in October of 2002. And, I went to the Job Connect to look for work, and I looked
352 for work every day for three or four positions and was turned down for 15 to 20 jobs per week
353 until I found a job in a sandwich shop for 5.50 an hour. And that experience, looking for work,
354 was probably one of the hardest times of the whole incarceration for me, was trying to re-enter
355 society. That was the most challenging, discouraging point, and I believe, if EVOLVE would
356 have existed then, it have been a lot of easier for me. But I did find them July of last year, began
57 working with them, and I'm a success.

358

359 **MAYOR GOODMAN**

360 Great success story. That's terrific.

361

362 **COUNCILMAN BROWN**

363 Your Honor?

364

365 **MAYOR GOODMAN**

366 Yes.

57

368 **LISA GETMIN**

369 Any questions?

370

371 **COUNCILMAN BROWN**

372 And, if family support wasn't there, then where does an individual go?

373

374 **MAYOR GOODMAN**

375 Why don't you answer that question. That's a – real good question. If you didn't have your
376 family to support you, what would have happened to you?

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377 **LISA GETMIN**

378 Yeah. Actually, if I wouldn't have my family to support me, I do – not know what would have
379 happened at that time. I – would have been released. I would have been on parole. I probably
380 would have been able to secure housing with a halfway house. And had my first month's rent
381 paid, and then be on my own. So, I was fortunate to have the family to help me get through that
382 transition. But it was very hard to sustain myself on 5.50 an hour. And the experience
383 discouraged me from looking for work for a long time and I woke up one day and I realized, I
384 need to look for work. And, as soon as I met with EVOLVE, things began to happen for me.

85

386 **MAYOR GOODMAN**

387 That's terrific. I've – been advised, and I don't know whether I'm being advised correctly, that
388 when people are released from one of the state facilities, they're given \$21 to –

389

390 **LISA GETMIN**

391 That, that's my understanding. If you don't have any money on your account when you're
392 incarcerated, that's, you're released, you're somewhere downtown near Bonanza, or, you know,
393 with a check that you –

394

395 **MAYOR GOODMAN**

396 With a check for \$21 in – the middle of downtown and no place to go.

397

398 **LISA GETMIN**

399 Yes.

400

401 **MAYOR GOODMAN**

402 That's a real enlightened system.

403

404 **LISA GETMIN**

405 Yes. So, I would – do anything in my power, talk to anyone, speak on behalf of EVOLVE. I
406 know that they are looking for more funding, and, as I said, they're unmatched.

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407 **MAYOR GOODMAN**

408 Well, you're –

409

410 **LISA GETMIN**

411 That's my sincere wish.

412

413 **MAYOR GOODMAN**

414 – a great spokesperson for them. Thank you very much.

'5

416 **LISA GETMIN**

417 Thank you.

418

419 **MAYOR GOODMAN**

420 Yes, Sir?

421

422 **MICHAEL WILLIAMS**

423 Good morning, Mayor and Council.

424

.5 **MAYOR GOODMAN**

426 Why don't you speak into the mike and tell us who you are.

427

428 **MICHAEL WILLIAMS**

429 Good morning, Mayor and Council. My name is Michael Williams. I'm also an ex-offender. I
430 carry a lifetime parole right now, as speaking, and I'm here on behalf of EVOLVE to say that
431 they've opened doors for me that I couldn't open for myself. And, right now, my life is headed in
432 the right direction. I'm going to college. I'm going to work. I'm in an electrical apprenticeship
433 program. And, EVOLVE has just given me the direction to be successful out here in society,
434 because I spent ten years in prison.

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435 **MAYOR GOODMAN**

436 How – did you find EVOLVE?

437

438 **MICHAEL WILLIAMS**

439 I found EVOLVE through being in the treatment center in prison. Ms. Kirk came out; she did a
440 presentation, it interest me because I thought there was something there to assist me in making
441 the transition back into society. And everything that she told me that the program would do for
442 me, they've stood behind me 100%. I just wanna thank the City of Las Vegas for having such a
43 wonderful program.

444

445 **MAYOR GOODMAN**

446 Okay. Well, another excellent spokesperson. Thank you very much, Sir.

447

448 **MICHAEL WILLIAMS**

449 Okay.

450

451 **MAYOR GOODMAN**

452 Yes, Sir?

453

454 **CORNELIUS GAINES**

455 Good morning, Mr. Mayor, members of the Las Vegas City Council. My name is Cornelius
456 Alfred Gaines the III. I am also an ex-offender. I was released in February of last year. I was
457 incarcerated at the age 17 and served until I was 24-years-old. And I'm a very practical person. I
458 realize that, with no employment history and no training, it's – hard, almost impossible to – get a
459 job where you can sustain yourself and, you know, possibly a family, with different things like
460 that.

461 Upon my release, my parole officer suggested that I should go down and speak to the people at
462 EVOLVE, which I did. And, I was given an opportunity to go to school. And I went to school for
463 HVAC, and now I'm a certified technician in almost less than a year upon my release. And, you
464 know, the sky's the limit for me, and I just think that this is an excellent program. And, it –

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465 benefits multitudes of people from all walks of life, you know, just not ex-offenders, but I've
466 also witnessed, you know, people going down there receiving money to help pay for rent and
467 different things like that. And, you know, who knows, if that check wasn't available to them for
468 their rent, what action those individuals may have taken to, you know, assist their selves and,
469 whether good or bad. But as Ms. Morris stated earlier, you know, \$5,000 a year compared to
470 \$26,000 a year should be no comparison. So, this is an excellent program, and I truly believe it
471 should – remain.

472

73 **MAYOR GOODMAN**

474 Thank you very much. Appreciate it.

475

476 **CORNELISU GAINES**

477 Thank you.

478

479 **MAYOR GOODMAN**

480 Sergeant Fricker?

481

482 **ERIC FRICKER**

3 Good morning, Your Honor. I kinda wanted to tell you a little bit, and I can address some of your
484 questions, as far as the County's involvement too, is that the case management, we found out for
485 the last two years, is a – really important component of what we're doing. And that's what
486 EVOLVE is trying to do, is case management. We, when the Council met for our luncheon two
487 years ago over the Hope program, we thought we had last best chance for some of these
488 inebrates. Well, now we have another chance, because we found out now "What if?" is where
489 we're at. Two years later we did an evaluation and we're at "What if?" What do we do now with
490 some of these folks? And they're getting better. But the case management's the key.

491 In regards to the other question, is the public defender was there. David Rogers was at that
492 meeting. They've agreed to do something. It's just the City right now is taking the lead. And we
493 likened it with the last meeting we had is kind of tinker toys, if we wanna date ourselves, is
494 there's gonna be a place at this table for everybody. Everybody needs to take, participate, but

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495 you gotta link together. And I think what the City and what Betsy Fretwell and what EVOLVE is
496 doing is kind of the beginning of how we link all these processes together. The Judge, he has the
497 contacts at the County, and he's agreed to help us with those judges when it's time. Right now,
498 we're just kind of in our infancy, with the City taking the lead, to try to put all these agencies
499 together, and this is just a couple ways we can do it.

500

501 **MAYOR GOODMAN**

502 Thank you very much. Are there any comments or questions? Councilman Weekly?

503

504 **COUNCILMAN WEEKLY**

505 Your Honor?

506 **MAYOR GOODMAN**

507 Yes.

508

509 **COUNCILMAN WEEKLY**

510 Thank you very much. First of all, I'd just like to say, you know, to the general public out there
511 who are not that familiar with the EVOLVE program, how it actually came about. But Dr.
512 Morris can probably give us, just maybe inside on that, because this is probably one of the first
513 formal presentations that the EVOLVE program have every made to the – Mayor and Council.

514 But I'd also just like to thank Betsy Fretwell, as well as Dr. Morris and their complete staff, Mr.
515 Sanchez, for taking something that was just an idea. I mean, the City of Las Vegas is not in the
516 business of rehabilitating. I mean, that's not what this department actually was designed for.
517 And, to have taken an idea that was given from the Council, to say, let's do something to address
518 this population here that we have of ex-offenders who continue – to come to the City of Las
519 Vegas, seeking employment, but, because they're labeled as an ex-offender, can't get
520 employment with the City of Las Vegas. I just think that is phenomenal, as to what they've been
521 able to turn around.

522 Is the program perfect? Absolutely not. But they've made some great strides. And, to hear some
523 of the success stories that we've heard here today, those are just three mini stories that I've
524 heard. But there are also stories, Mayor, that people who go through the EVOLVE program,

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525 because of some of the funding that we've gotten in the past, via the Southern Nevada
526 Workforce Investment Board, have limitations on people who come there. They can't assist them
527 because of what, Lisa, if you can maybe explain –

528

529 **LISA MORRIS**

530 Identification cards, birth certificates, that type of information, we have to retrieve.

531

532 **COUNCILMAN WEEKLY**

33 And so, you know, that, that's a stumbling block, you know, for us there. I know Betsy Fretwell
534 and Councilman Mack and I were back in Washington, D.C., last weekend, you know, we all had
535 an opportunity to, they met with Senator Reid and I met with his staff to talk about, you know,
536 just funding in all other areas that we possibly can, and I know we have some folks up in the
537 state legislature who are trying to help us. But, as we talk about possibly expanding this program
538 to address the chronic inebriate-type population, which I commend Councilman Brown for even
539 addressing this issue here, because this is something that, you know, it affects a ward that I
540 represent today, but do believe that issues like this are gonna affect the entire City.

541

542 **MAYOR GOODMAN**

'3 Sure it does.

544

545 **COUNCILMAN WEEKLY**

546 And, if we don't get involved and nip it in the bud on the front end, most definitely, everybody's
547 gonna be affected by it. And it seems as though, you know, when many of the ex-offenders are
548 released, you know, as the lady pointed out, they're dropped off in Ward 5. It's amazing. They're
549 dropped off in, on Bonanza, or in West Las Vegas. I mean, I have probably the highest
550 percentage rate of ex-offenders. And, it's easy to sit here and talk about it, and all of our
551 heartstrings are pulled at, but, you know, what is it that we actually can do? And to hear that, you
552 know, we're just talking with the County. I mean, I'd like to find out from Darrell Martin's
553 office, what is it that Clark County Social Services can do to step up, step it up? You know,
554 because they get a lot of funding, you know, that addresses this population as well.

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555 And, so, you know, I just think that we need to explore every option and every opportunity out
556 there that we can. And Dr. Morris' words cannot express, you know, I know you all have been
557 extremely frustrated, as far as trying to make this program work, but I think at the end of the day,
558 you know, again, there are gonna be a lot of lives that are gonna be saved, and I appreciate all the
559 hard work that you all have put into this program. Thank you.

560

561 **MAYOR GOODMAN**

562 Thank you, Councilman.

563

564 **LISA MORRIS**

565 Thank you. I definitely have to thank Betsy, 'cause I stay in her ear and probably bug her more
566 than she wants to be bugged. But, you know, when you guy's talk about innovation, it starts at
567 the top. And, if you hadn't of backed us in two thousand and two, we wouldn't be here. And,
568 because of the number of individuals who come here for work cards, and they were receiving the
569 denials and couldn't raise their families, you directed us to put together a program that would
570 help the ex-offenders. And between us and the EVOLVE staff, they're in the audience, that
571 support us, Betsy, and our Director, we've been able to make it a success. So, thank you.

572

573 **MAYOR GOODMAN**

574 Terrific. Sergeant?

575

576 **ERIC FRICKER**

577 As far Darrell Martin, I spoke to him this morning, Councilman, and he, they are on board with
578 whatever we need to do. They have promised, they're important component that they're looking
579 at now is kind of a sober living facility that are not enforcement-related issues. If you'd like to, I
580 can report back to you when I finish my meeting next week with him. But the County is
581 definitely on board. They're committed doing something, and they realize that they're, the
582 impact on the County system is just as bad as the City.

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583 **COUNCILMAN WEEKLY**

584 I – appreciate that, because I know Commissioner Gates, I’ve had several conversations with her,
585 and I know that the Commissioner is very committed to getting involved and helping to do
586 whatever they can from the County’s standpoint. And, so, if we could push that envelope as
587 much as we can, to really not just sit down and talk about it, but, to get some resources on the
588 table and – really see a monetary difference, I think that will make a world of a difference.

589

590 **MAYOR GOODMAN**

591 All right.

592

593 **LISA MORRIS**

594 I’d also like to submit this testimonials from other EVOLVE clients on the record, and I’ll
595 provide that to each of your offices as well. Thank you.

596

597 **MAYOR GOODMAN**

598 We appreciate that. Thank you very much for the report.

599

600 **LISA MORRIS**

601 Thank you.

602

603 **MAYOR GOODMAN**

604 Councilman.

605

606 **COUNCILMAN BROWN**

607 Thank you Mayor. Just a couple comments. One is certainly, Dr. Morris and Orlando, great
608 program. You’ve taken the initiative. We’ve often asked different departments to look at the way
609 we do business, be creative, be innovative. This is just a wonderful example, and perhaps one of
610 the most aggressive programs that I’ve seen, in my tenure here, as far as really going in and
611 making a difference person by person, as – was heard.

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612 Part of the recommendation, and certainly thank you to Metro and – Judge Kerns for – their
613 involvement. Part of the recommendation is to budget accordingly in this year's budget, which I
614 support wholeheartedly. In fact, it seems we are down to a manpower issue, especially with the
615 case managers and not just throwing dollars at it, but getting people in to finish the job. And,
616 again, I would support that wholeheartedly. This is just – an example, as we approach the budget
617 cycle, how a new program has taken a priority in the City's vision and our goals. And, instead of
618 just saying that we are going to expand the program or expand the workforce, let's take a look at
619 what other programs or services we can move away from that main, may be today not as
620 pertinent or as important as the one that's being addressed today. The bottom line is, I think, we
621 should invest in these type programs and look at other ways, we cannot just expand the –
622 manpower, or expand our budget, but start moving away from non-efficient and non-functional
623 programs and services and put it into programs like this that statistically and overwhelmingly are
624 making a difference.

625 So, I would just put that on the record, as – far as supporting the motion.

626

627 **MAYOR GOODMAN**

628 Very good. Any other comments or –

629

630 **LISA MORRIS**

631 Thank you.

632

633 **MAYOR GOODMAN**

634 – questions? All right. Thank you very much. May I have a motion, please.

635

636 **COUNCILMAN REESE**

637 Yes, Your Honor. Again, I wanna thank Dr. Morris and Orlando. I think this has been a very
638 successful program up-to-date. **I'm gonna incorporate all the comments made by the Council**
639 **members today in my motion and just hope that we can continue to strive to take three**
640 **steps, three giant steps forward.**

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641 **MAYOR GOODMAN**

642 Very good. Thank you. Let's vote, please. Post, please. Motion carries. **(Motion carried**
643 **unanimously)** Thank you.

644

645 **AUDIENCE**

646 Applause.

647 **(END OF DISCUSSION)**

648 /gpb;ac

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on parcels recommended for disposal at the Spring 2006 Bureau of Land Management Public Land Sale - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Staff is recommending the nomination of three parcels for disposal at the Spring 2006 Public Land Sale. Descriptions are provided on the attached maps and Agenda Memo. Each of these parcels is located in an area of the city appropriate for development and not otherwise needed for a public purpose. There are no other parcels appropriate for nomination at this time.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Maps

MOTION:

REESE - Motion to bring forward and STRIKE Items 12, 46, 47, 48, 49, 50, 51, 52, and 62, Hold in ABEYANCE Items 41 and 61 to 4/6/2005, and TABLE Item 65 - UNANIMOUS

MINUTES:

There was no related discussion.

(9:34 - 9:37)

1-913

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 16, 2005

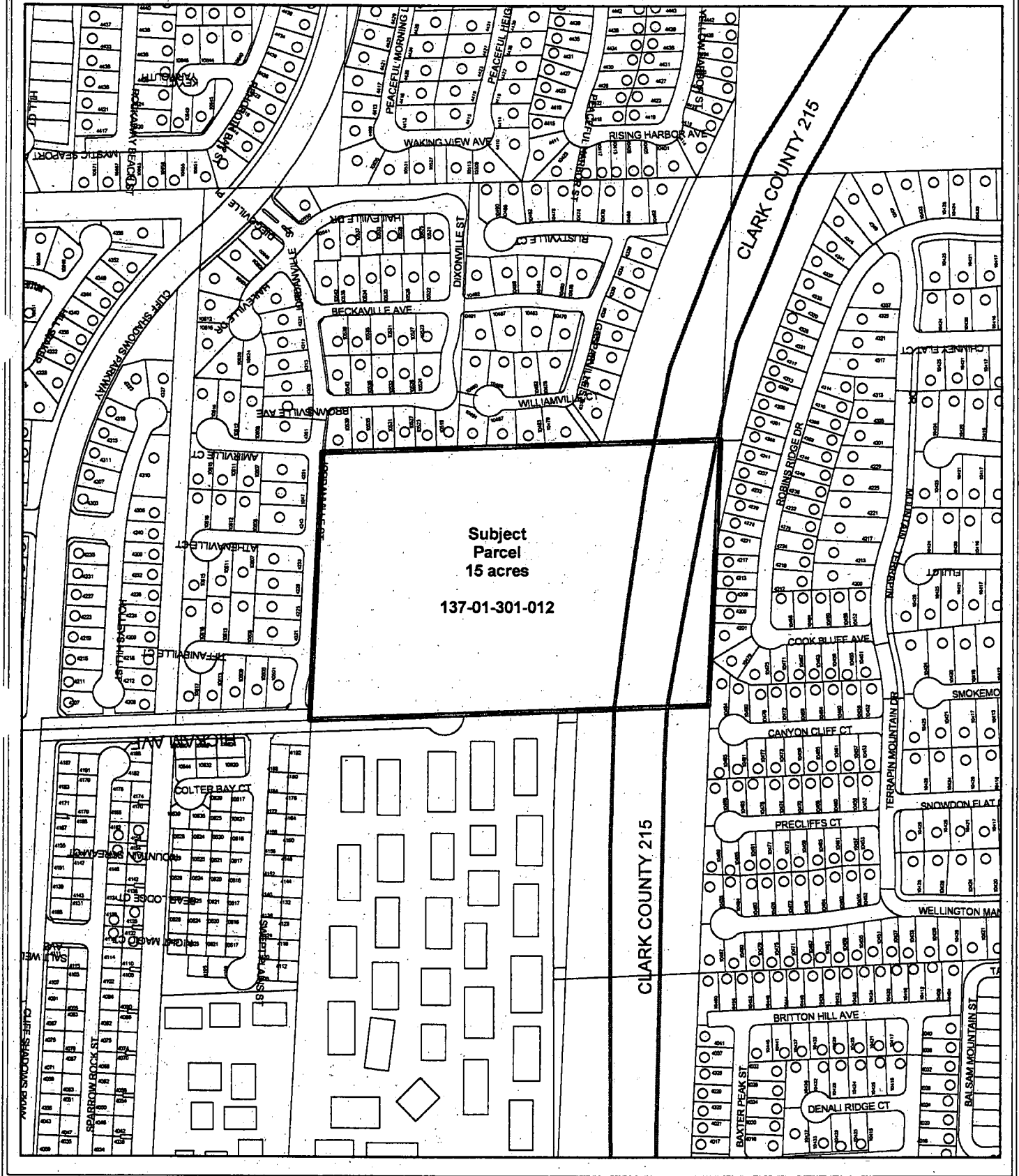
DEPARTMENT: PLANNING AND DEVELOPMENT DEPARTMENT

**ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING
PARCELS RECOMMENDED FOR DISPOSAL AT THE SPRING 2006 BUREAU OF
LAND MANAGEMENT PUBLIC LAND SALE**

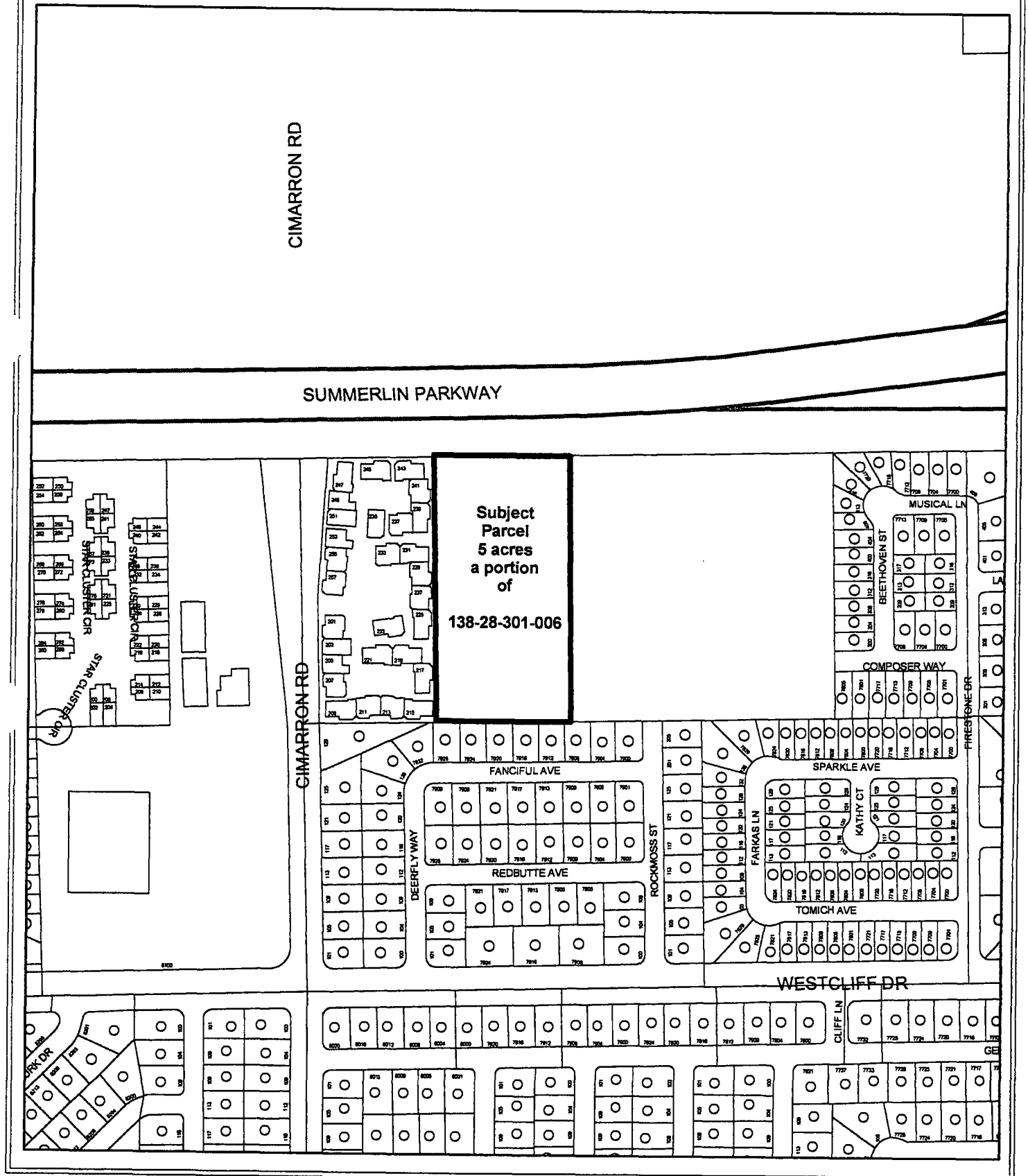
City of Las Vegas Nominations for the Spring 2006 Public Land Sale:

1. APN: Portion of 138-28-301-006 (5 acres)
South of Summerlin Parkway, north of Westcliff Drive, approximately 330 feet east of Cimarron Road
Pt. E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, section 28, T 20 S, R 60 E
2. APN: 138-28-801-002 (10 acres)
South of Summerlin Parkway, north of Westcliff Drive, approximately 670 feet east of Cimarron Road
Pt. NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, section 28, T 20 S, R 60 E
3. APN: 137-01-301-012 (15 acres)
North of Hickam Avenue, approximately 640 feet east of Cliff Shadows Parkway
Pt. E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$

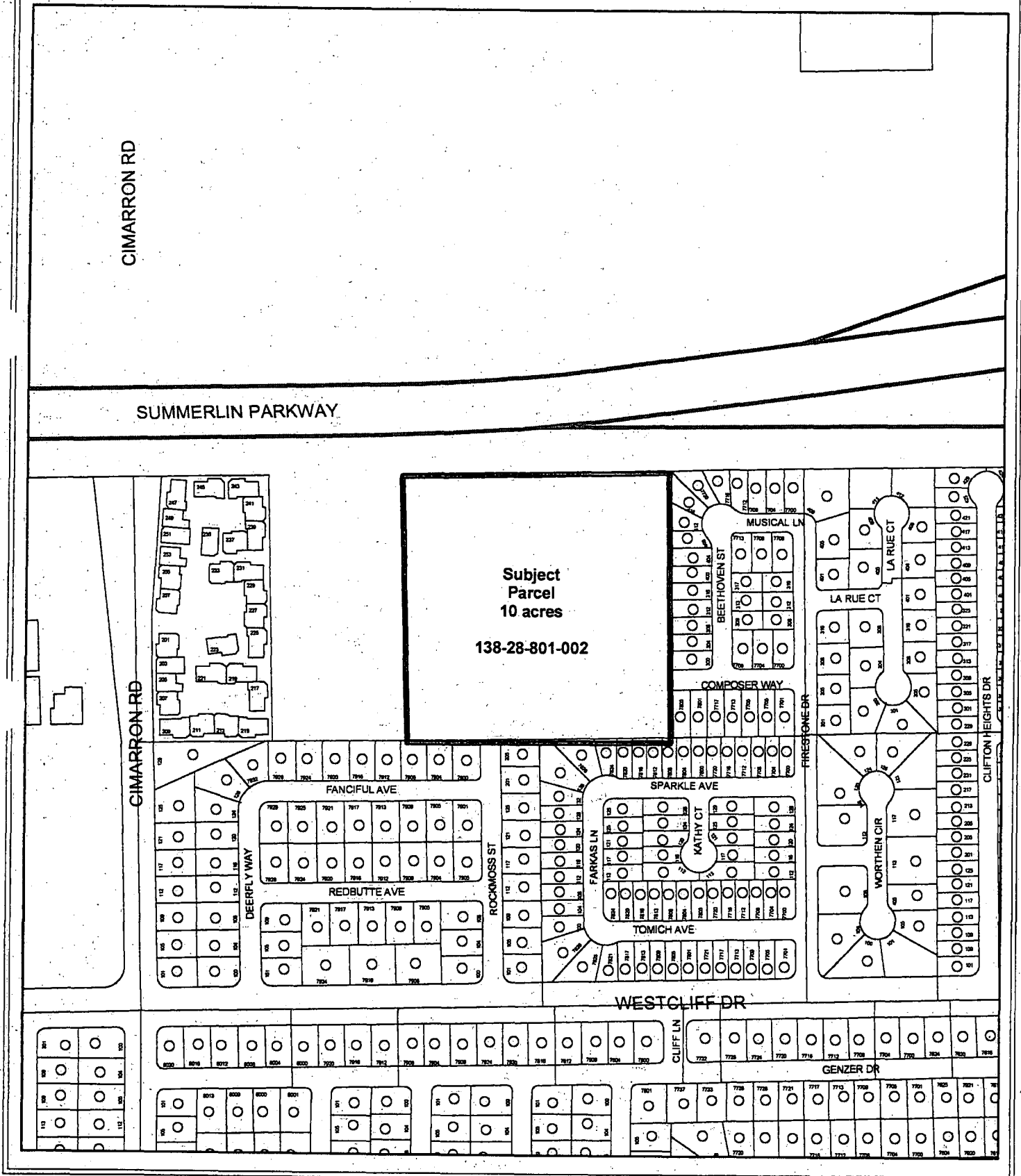
City of Las Vegas Nominations for the Spring 2006 Public Land Sale



City of Las Vegas Nominations for the Spring 2006 Public Land Sale



City of Las Vegas Nominations for the Spring 2006 Public Land Sale



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: ELIZABETH FRETWELL

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-30-2005 - Discussion and possible action on a Resolution Supporting Certain Types of Legislative Proposals to Provide Property Tax Relief

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Property tax bills may increase as much as fifty percent for some individual property owners in Clark County for Fiscal Year 2005-2006 (FY06) due to the property's increased assessed value, unless Legislative action is taken to alleviate those increases. The Nevada State Legislature is currently in session and considerable focus is being placed on a plan to address this property tax issue.

RECOMMENDATION:

It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:

Resolution No. R-30-2005

MOTION:

GOODMAN - APPROVED as recommended - UNANIMOUS

MINUTES:

DEPUTY CITY MANAGER FRETWELL stated R-30-2005 incorporates many of the issues in Southern Nevada that have been implied to be significant for the City to address. She outlined the five positions listed on Page 2 of the resolution. These positions came from discussions at a previous Council meeting. MAYOR GOODMAN said the resolution captured the essence of those discussions.

(11:34 - 11:37)

2-2093

**RESOLUTION SUPPORTING CERTAIN TYPES OF LEGISLATIVE PROPOSALS
TO PROVIDE PROPERTY TAX RELIEF**

WHEREAS, a significant increase in taxable land values within the City will have the effect of increasing property tax assessments for Fiscal Year 2005/2006 (FY 05/06) unless action is taken to alleviate those increase before property tax bills are sent out to property owners; and

WHEREAS, the City Council believes that action must be taken to provide appropriate tax relief; and

WHEREAS, action taken at the local government level to provide property tax relief is unlikely to make a significant difference to taxpayers and, therefore, action by the Nevada Legislature to provide such relief is anticipated to be necessary; and

WHEREAS, the City Council believes that any legislative plan to provide property tax relief should include a number of elements and considerations, including those that are set forth in this Resolution below.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, in general terms, to support legislative proposals or plans that include the following elements:

A. Any proposal must strike a balance between property owners' need for relief from rising land values and local governments' need for reasonable revenue growth to sustain services.

B. Any long-term plan must be easily understood, predictable, and stable for taxpayers and for State and local governments.

C. Property owners should be guaranteed that their property taxes will not increase in an amount greater than a designated percent.

D. Within constitutional limitations, property tax relief should be directed toward those residential property owners who have experienced the greatest percentage increase in taxes.

E. Property tax revenue of local governments should be allowed to increase in an amount consistent with growth that was experienced before the current "spike" in land values.

F. Property taxes on new development should be initially allowed to come into the system taking into account the property's taxable value without a cap.

1 G. Any proposed plan should take into consideration redevelopment districts and their
2 continued viability and should not include any proposal that, either directly or inadvertently, would
3 have an adverse impact on local government's ability to continue to redevelop redevelopment areas.

4 H. Any proposed plan should not have an adverse impact on the credit quality or
5 bonding capacity of units of local government.

6 I. Any adjustments to assessed value for purpose of the property tax should not affect
7 the calculation or distribution of other taxes, such as the Consolidated Tax.

8 J. Any proposed plan should include a review mechanism to identify and correct
9 problems with the plan's effect as and when they arise.

10 K. Any proposed plan should direct an interim legislative study to determine if rising
11 land values require a one-time, short-term solution, or if there is a systemic problem that requires
12 a long-term solution.

13 NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the
14 City of Las Vegas, in specific terms, to support legislative proposals that include the following:

15 1. A cap on the growth of assessed value of not less than 6% per year for a period not
16 to exceed two years.

17 2. A provision for accommodating economic hardship with respect to individual owner-
18 occupied residences.

19 3. An interim legislative study to evaluate and recommend long-term solutions, as
20 necessary.

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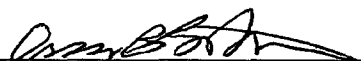
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- 4. The exclusion of redevelopment areas and new development from the cap.
- 5. A provision that no other tax calculations be impacted by the cap.

PASSED, ADOPTED, AND APPROVED this 16th day of March, 2005.

CITY OF LAS VEGAS

BY 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

 3-7-05
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS AND COMMISSIONS

ABEYANCE ITEM - HISTORIC PRESERVATION COMMISSION - Felix DeHerrera, Term Expiration 3/8/2007 (Resigned)

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

The Historic Preservation Commission is comprised of members filling nine different categories. Mr. DeHerrera represented Category 4, "Experienced in Real Estate Profession," and with his resignation, this unexpired term will need to be filled. This appointment was held in abeyance at the 3-2-2005 City Council meeting.

RECOMMENDATION:

Procedure for this Commission requires appointment by the City Council. It will be necessary to appoint a new Category 4 member, "Experienced in Real Estate Profession," to fill the unexpired term of this seat

BACKUP DOCUMENTATION:

1. Current listing and Authority-Historic Preservation Committee
2. Board Interest Form from Vernell P. McNeal
3. Resume of Raymond Aikens
4. Submitted after final agenda - Board Interest Form from Timothy D. McCoy

MOTION:

GOODMAN - Motion to Appoint RAYMOND AIKENS (Goodman's recommendation), 5909 W. Gowan, Las Vegas, Nevada 89108 - UNANIMOUS

Clerk to notify

MINUTES:

MAYOR GOODMAN said MR. AIKENS was recommended by the Historic Preservation Committee.

MR. AIKENS stated he is very interested in serving because he has been attending the Historic Preservation Commission meetings for six months and found several items of interest. He thanked the Council for being considered and DEPUTY CITY MANAGER SELBY for allowing him to be part of the Leadership Academy. In Denver, Colorado, he witnessed how history was vital to its revitalization and is excited about being part of the grand development in Downtown Las Vegas.

(11:37 - 11:39)

2-2223

HISTORIC PRESERVATION COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE				
KLENK, PATRICK J. (Mayor's recommendation) (Reese's reappointment recommendation)	4541 Special Court	130	4/27/1998 (Reappt. 12-5-2001)	12/31/2005
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING				
VELTMAN, JAMES (Historic Preservation Commission appointment recommendation)	4470 N. Chieftain	129	3/20/2002 (Eff. 3/23/2002)	3/23/2006
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION				
CUPPETT, H. RICHARD (Reese's recommendation)	7736 Tinted Mesa Court	149	9/19/2001	9/19/2005
CATEGORY 4 - EXPERIENCED IN REAL ESTATE PROFESSION				
DeHERRERA, FELIX Realty Marketing Group 259-7653 (Mayor Goodman's recommendation)	204 South Jones Bl. RESIGNED	107	2/19/2003 (Eff. 3/8/2003)	3/8/2007
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP				
KIRK, ANDREW G. (Goodman's recommendation)	4505 Maryland Pkwy. UNLV, Assistant Professor	154	6/18/2003	6/18/2007
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY				
WRIGHT, DOROTHY (Reese's reapp. recommendation)	4212 Via Vaquero	102	3/24/1997 (Reapp. 3-7-2001) (Reapp. 3-2-2005)	3/24/2009
JOHN S. PARK HISTORIC DISTRICT DESIGNATION				
HAUSCH, MARY (Reese's reapp. recommendation)	1139 South Fifth Place	104	2/24/1997 (Eff. 3/6/1997) (Reapp. 3/7/2001) (Reapp. 3/2/2005)	3/6/2009
CATEGORY 7 - 5 MEMBERS CITIZENS-AT-LARGE (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT)				
1. BAKER, CHARLES N. (Historic Preservation Commission appointment recommendation)	8635 West Sahara Avenue, #440	117	3/20/2002 (Eff. 3/23/2002)	3/23/2006
2. BELLIS, ROBERT (Historic Preservation Commission reappointment recommendation) (Replaced Alice Key)	823 Park Paseo	104	3/8/2001 (Eff. 3/23/2002) (Reapp. 3/20/2002)	3/23/2006
3. WHITE, JANET RUTH (Reese's recommendation) (Replaced Richard Segerblom)	4661 Krissylouise Way, Apt. D	121	3/8/2001 (Reapp. 2/5/2003)	3/6/2007
4. STOLDAL, BOB (Mayor's recommendation) (Reese's reappointment recommendation)	7758 Willow Cove Circle	129	4/27/1998 (Reappt. 12-5-2001)	12/31/2005

CATEGORY 8 - DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS

MARGO WHEELER (Director)	Development Services Center	01/05/2005
(Replaced Bob Genzer)	731 South 4 th Street	89101
Courtney Mooney (Designee)	Development Services Center	
	731 South 4 th Street	89101

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE

NAEGLE, SHIRL (Director)	Nevada State Museum & Historical Society	3/23/1998
	700 Twin Lakes Drive	89107
MILLMAN, DAVID (Designee)	Nevada State Museum & Historical Society	7/31/2003
	700 Twin Lakes Drive	89107

AUTHORITY: Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

MEMBERS: 13 members
11 members appointed by the City Council; and
Two ex-officio representatives: Director, Planning and Development Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

Category

- 1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
- 2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architecture)
- 3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
- 4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
- 5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
- 6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
- 7 5 MEMBERS CITIZENS-AT-LARGE (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION. IF MORE THAN FIVE HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FIVE OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
- 8 DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
- 9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:

- a) The history of the City of Las Vegas
- b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12/31/2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday - 12:00 P.M. - 731 South 4th Street, Except 3rd Wednesday in November & December

RECEIVED
CITY CLERK

2004 DEC 15 A 10:56



CC: Councilman Weekly
Betsy Fretwell
Planning Dept.
Leisure Services
Public Works

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: VERNEIL P. McNEAL
Home Street Address: 100 S. MLK BLVD., #2235
City: LAS VEGAS ZIP Code: 89106-4335
Work Street Address: 1100 E. CHARLESTON BL.
City: LAS VEGAS ZIP Code: 89104
Employer: SAVERS Occupation: OPERATIONS SUPERVISOR
Home Phone Number: 368-8894 Work Phone Number: 474-4773
Other Phone Number: 591-4068 Email Address: N/A

Please list the boards, commissions, or committees that you are interested in serving on:

HISTORIC PRESERVATION COMMISSION
PARKS AND RECREATION ADVISORY COMMISSION
TRAFFIC AND PARKING COMMISSION

For office use only

CLV. Y ☒ N

Ward 5

Date 12/15/04

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

NONE FOR THE CITY OF LAS VEGAS, BUT I SERVED AS
THE SAFETY COMMITTEE LEADER FOR SAVON DRUGS AND A
COMMITTEE MEMBER FOR A PRISON EMPLOYEE ADVISORY COMMITTEE.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I'M LOOKING TO BECOME INVOLVED IN A ENTITY TO
BETTER MY COMMUNITY. ON DEC 1ST 2004 I
GRADUATED FROM THE FIRST LAS VEGAS CITIZENS
LEADERSHIP ACADEMY.

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.*

VERNELL P. MCNEAL

OBJECTIVE

To secure a position with a company where I can apply my diversified background, education, experience, and skills.

SKILLS

Strong Leadership/Supervisory Skills
Good Communications and Customer Service Skills
Computer Literate (DOS, Windows, MS Word, Word Perfect, etc.)
Managerial Experience
U. S. Marine Corps Veteran
Member of Las Vegas Community Emergency Response Team
Member of American Red Cross Disaster Action Team

WORK EXPERIENCE

Oct 03 – Present Savers Las Vegas, NV
Operations Supervisor

Responsible for managing the day-to-day functions of the sales floor, monitor the flow of customers, oversee the maintenance of the sales floor, fitting rooms, restrooms, entrance and parking lot areas. Manage and direct operations team members, screening, selecting, orienting, training, and monitoring team members performance and providing guidance and feedback on performance. Following and ensuring all company policies and procedures are upheld. Perform Loss Prevention duties when needed.

June 99 – Oct 03 Sav-on Drugs Las Vegas, NV
Assistant Manager

- Provides customer service and assists the General Manager in managing the operations of the store. Supervises, trains, and assists associates in daily store activities, while adhering to and enforcing all company policies and procedures. Supervise the checkout area of the store, perform all cash handling responsibilities, assists in the processing of customer transactions. Perform store opening and closing procedures and manages all operations of the store when the General Manager is not present.

Aug 98 - Sep 00 World Duty Free In-Flight, Inc. El Segundo, CA
Security Agent

- Duties include but not limited to examining imported merchandise in order to enforce regulations of the U. S. Customs Service. Transport merchandise to be sold aboard major airlines as duty free items. Notify government agencies responsible for particular import/export inspections when violations are committed.
- Holder of FAA and Customs Service Security Clearance.

June 81 – Dec 95 California Department of Corrections California
Correctional Sergeant

- Responsible for the safety and well-being of the public, staff, and inmates in California State Prisons. Supervised Peace Officers and other Prison staff in inmate housing units, inmate work areas, and inmate recreation areas. Lower level inmate disciplinary hearing officer. Trained Line Officers and SWAT personnel in self-defense, the proper use of departmental firearms and chemical agents. Developed and taught several lesson plans used in the Prison systems of California, Nevada, and Utah. Recipient of the California Distinguished Service Medal. Served 10 years as a SWAT member.

EDUCATION

- California Supervisors Training Academy, Sacramento, CA Sep 94
- Effective Supervision – Cal Poly University, Pomona, CA
Jan 90 – Dec 91
- SWAT Instructors Academy, Sacramento, CA Mar 88
- FBI Officers Training Academy, San Bernardino, CA Nov 87
- Hostage Negotiations Academy, Sacramento, CA Mar 87
- California SWAT Academy, Sacramento, CA Oct 84
- Basic Corrections Academy, Sacramento, CA June 81 – Mar 82
- General Business - Mt. San Antonio College, Walnut, CA
Aug 78 – Jan 81

REFERENCES

Available Upon Request

Raymond Aikens
5909 W. Gowan Road
Las Vegas NV. 89108
T(702)285-4756
F(702)926-9845
raymond@aikens.com

Objective: To secure a position with a progressive company that utilizes the talents I have developed in distributor management, key account management, account prospecting and merchandising.

Work History

<i>Century 21 Advantage Gold</i>

REALTOR® (May '04 – Present)

- Nevada State licensee
- Closed 7 transaction sides in first 7 months
- Developed excellent client relationships.
- Completed Accredited Buyer Representative certification classes and test.
- Self starter. Able to work independently.

<i>National Beverage / Shasta Beverage / Faygo Beverage</i>

District Sales Manager (July '01-Jan '04)

- Direct responsibility for all distributor and selected foodservice business in 7 western states.
- Direct P&L responsibility for distributor business in two separate regions, Shasta Northwest and Shasta West, reporting to each region Vice President of Sales.
- Develop and implement prospecting, business proposals and custom marketing and sales programs for each customer.
- Headquarter responsibility for Skywest Airlines (SLC), 99 and More Stores (Las Vegas), All A Dollar (Boise), Dollar King and Trepcos Wholesale (Las Vegas).
- Headquarter merchandising / plannogram responsibility for Scholaris (Reno).
- Currently 12 plus distributors representing nearly 100,000 cases annually.
- Steady volume growth over the past three years in excess of 15% per year.
- Recently developed major new business in Las Vegas and Denver.
- Solely responsible for launching and developing the Faygo brand in my assigned areas.
- Participating in multiple ride-alongs with distributor sales personnel. Presenting products to the retailer. Resolving difficult issues with retailer personnel.
- Managing bad debt and late payment issues with customers.
- Have experience in controlling freight cost while maximizing profitability.

Territory Manager (July '97-July '01)

- Directly assisted with all distributor business in 7 western states.
- Responsible for planning and implementing crew drives to launch Voodoo Rain in Las Vegas, Phoenix and Houston.
- Prospected and developed 4 new distributors in Las Vegas.

- Prospected and developed new distributors in Phoenix, Flagstaff and Sedona AZ.
- Prospected and developed new distributors in Salt Lake City UT. and Denver CO.
- Started with 3 distributors and 8,000 cases per year, have grown business to 9 distributors and 50,000 cases per year.

Sales Representative, (Sept '87-July '97)

- Responsible for shelf space, retail pricing and promotions in 100+ independent grocery stores in 4 western states.
- Responsible for headquarters calls at Associated Foods (Saint George), Core*Mark, Food 4 Less, Megafoods and Price Rite Discount Grocery (Las Vegas).

College History

BA / 1996 / Liberal Arts; University of Nevada, Las Vegas.
Major: Psychology; Minor: Business Administration

Other Skills

Nevada State Real Estate Licensee.

Advanced computer skills with Windows, Microsoft Office (including Access and FrontPage) Networking installation and setup, Adobe Photoshop Elements.

Advanced skills with automotive repair, modification and maintenance.

Interests and Activities

Family, Home Improvement, Sports, Camping, Outdoor Activities, and Performance Automobiles

Community

Graduate of City of Las Vegas Citizens Leadership Academy. November 2004.

Assistant Scoutmaster, BSA Troop 248 - October 2002 to present.

Volunteer, Las Vegas Historic Preservation Commission. January 2004 to present.

Volunteer, Preservation Society of Clark County. January 2004 to present.

Volunteer, Las Vegas Centennial Commission. January 2004 to present.



**City of Las Vegas
Board, Commission, or Committee Interest Form**

Name: TIMOTHY D. MCCOY

Home Street Address: 3308 GOLDEN VIEW STREET

City: LAS VEGAS ZIP Code: 89129

Work Street Address: 7530 W. SAGARA #101

City: LAS VEGAS ZIP Code: 89117

Employer: KELLEN WILLIAMS REALTY Occupation: REAL ESTATE AGENT & LOAN AGENT

Home Phone Number: (702) 256-5955 Work Phone Number: (702) 256-2262

Other Phone Number: (702) 845-7551 Email Address: realmccoy@kw.com

Please list the boards, commissions, or committees that you are interested in
serving on:

HISTORIC PRESERVATION COMMISSION

NEIGHBORHOOD PARTNERS FUND BOARD

For office use only

CLV Y ☒ N ☐

Ward 4

Date 3/15/2005

Submitted after final agenda

Date 3/15/05 Item # 67

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

RECENT GRADUATE LAS VEGAS CITIZENS LEADERSHIP ACADEMY
VOLUNTEER MEMBER GLVAN BY-LAWS COMMITTEE

Please list any of your relatives or friends that work for the entity in which you would be serving:

AUDRIE LOCKE

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.*

**Keller Williams Realty Las Vegas - SW
Timothy McCoy, GRI**

7530 W. Sahara, Suite 101
Las Vegas, NV 89117

Phone 702.845.7551
Fax 702.256.7176
Home Phone 702.256.5195
Email realmccoy@kw.com

OBJECTIVE

Secure a position on either the Historic Preservation Commission or the Neighborhood Partners Fund Board.

SUMMARY

As a 37 year resident of the Las Vegas area and a recent graduate of the Las Vegas Leadership Academy I desire to expand my involvement with city growth and development by becoming a volunteer member of the Historic Preservation Commission and/or the Neighborhood Partners Fund. The preservation and redevelopment of the core of the City of Las Vegas is essential to the reinvigorating of the city as whole. Since I was a police officer with the Las Vegas Police Department and until now as a real estate agent I have always been interested in what is happening with the downtown area. As a long time resident and being well versed in our history I believe that I can add a caring, responsible voice to those that are helping guide responsible change in the older neighborhoods of our city.

WORK HISTORY

Real Estate Agent, Keller Williams Realty Las Vegas - SW 2002- Present
Licensed real estate agent specializing in investment properties, assisting clients buy/sell single family residences, vacant land and multiplex units. Assist relocating families with selecting homes.

Manager, Security Department, Caesars Palace Las Vegas 1990-2002
Direct responsibility for training a staff of 115; supervision of temporary staff of up to 350 people, annual budget, special projects, member executive level committees relating to security/special events/fire & safety, special events/facility security for crowds in excess of 16,000, planning & development of facility video camera monitoring systems.

INTERESTS & ACTIVITIES

- Construct stained glass windows
- Riding motorcycles
- Member Greater Las Vegas Board of REALTORS
- Member By-Laws Committee GLVAR
- Member Agents Leadership Council Keller Williams Realty
- Recently obtained GRI (Graduate REALTORS Institute) designation
- Currently completing training for CRS (Certified Residential Specialist)

LICENSES & CERTIFICATES

- Nevada Real Estate License
- Nevada Loan Agent

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS AND COMMISSIONS

ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION - Walter R. Sapling, Term Expiration 1-8-2006 (Deceased)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The term of office for Walter T. Sapling will expire January 8, 2006. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. This item was held in abeyance at the 3-2-2005 City Council meeting.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. A new member needs to be appointed to fill the unexpired term of Mr. Sapling.

BACKUP DOCUMENTATION:

1. Current Listing and Authority-Park & Recreation Advisory Commission
2. Memo from Dr. Barbara Jackson, Director of Leisure Services
3. Board Interest Form from Vernell P. McNeal
4. Board Interest Form from Robert L. Barnard

MOTION:

GOODMAN - ABEYANCE to 4/6/2005 - UNANIMOUS

MINUTES:

There was no discussion.

(11:39 - 11:40)

2-2326

PARK & RECREATION ADVISORY COMMISSION

<u>MEMBERS</u>	<u>ZIP ADDRESS</u>	<u>CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. CASALEGGIO, DAVE (M. McDonald' recommendation)	352 Mallard Street	107	2-05-2003	2-05-2006
2. O'NEILL, TIM (Mack' recommendation)	8905 Colorful Pines (Ward 6)	143	12-04-2002 (Term begins 12-11-2002)	12-11-2005
3. LAZZARO, CHRIS (Brown' recommendation)	7329 Hollywood Park Ave. (Ward 4)	29	11-05-2003 (Term begins 12-12-2003)	12-12-2006
4. ~~SAPLING, WALTER T.~~ ~~(Brown' recommendation)~~ ~~(Reese' recommendation)~~	~~2828 Bluffpoint Drive (Ward 4)~~ ~~(Deceased)~~	~~134~~	~~11-06-1996 (Term begins 1-08-1997) (Reappoint 12-15-1999) (Reappoint 1-08-2003)~~	~~1-08-2006~~
5. HEENAN, LETIA (LEE) M. (Goodman' recommendation)	4527 Alpine Place (Ward 1)	107	9-1974 (Reappt 12-15-1997) (Reappt 1-03-2001) (Reappt. 1-7-2004)	1-7-2007
6. ROMEO, DONALD MD. (Mack' recommendation)	Hm: 4821 Black Bear Road Condominium No. 101 (Ward 6)	129	1-1977 (Reappoint 11-06-1996) (Reappoint 10-20-1999) (Reappoint 10-16-2002)	11-18-2005
7. BLACKBURN, BRENT (Reese' recommendation) (Filled unexpired term of Mattie Martin - Deceased)	1205 James Street (Ward 3)	101	10-18-2000 (Reappoint 12-05-2001) (Reappoint 1-05-2005)	1-06-2008
8. CORDEIRO, CARLOS (Brown' recommendation) (Filled unexpired term of Zelda Weingard)	2004 White Falls St. (Ward 4)	128	6-4-2003	11-18-2005
9. SHEA, MARJEAN (Reese' recommendation)	7056 Hillcroft Way (County)	147	11-06-1996 (Term begins 12-11-1996) (Reappoint 12-01-1999) (Reappoint 11-20-2002)	12-11-2005
10. WHITE, MALCOLM D. (L. B. McDonald' recommendation) (Filled unexpired term of Jack Doyle - Deceased)	8504 Copper Falls Avenue (Ward 4)	129	11-07-2001 (Reapp. 4-7-2004)	4-07-2007
11. SHERMAN, LISA B. (Reese' recommendation) (Formerly Lisa Cavaretta) (Home - 3077 Yankee Clipper Dr., 89117)	P. O. Box 80104 (Mailing) (Ward 2)	180	4-01-1992 (Reappoint 4-05-1995) (Reappoint 3-23-1998) (Reappoint 3-07-2001) (Reappoint 3-17-2004)	4-01-2007

12.	FOGER, CHARLES (Weekly' recommendation)	1121 Tumbleweed Avenue (Ward 5)	106	11-06-2002 3-24-2006 (Reappt. 2-19-2003)
13.	LANCES, JENNIFER (M. McDonald' recommendation)	Administrative Services, 6 th Floor P. O. Box 551712 (Ward 1)	155	3-19-2003 3-19-2006
14.	HAUPT, ERNIE (L. McDonald' recommendations)	1434 Cottonwood Place (Ward 3)	101	12-07-1998 3-24-2006 (Reappt. 3-01-2000) (Reappt. 3-05-2003)
15.	McCURDY, WILLIAM (Goodman' recommendation) (Replaced Manny Abeyta - Moved out of state)	1117 Hart Avenue (Ward 5)	106	12-05-2001 2-20-2006 (Reappt. 1-22-2003)

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS, WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS BOARD.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(must fill unexpired terms)

NOTES: No City residency requirement.

**NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70,
Ordinance 5346, adopted 8-1-2001.**

MEETS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

Memorandum

City of Las Vegas
Department of
Leisure Services

To: Barbara Jo Ronemus, City Clerk
From: Barbara P. Jackson, DP&R
CC: Beverly Bridges, Mary Klaholz
Date: February 4, 2005
Re: Vacancy – Parks and Recreation Advisory Commission

There is a change on the Parks and Recreation Advisory Commission. This is a request to fill one vacancy on the board.

Walter T. Sapling, a board member since November 6, 1996, passed away February 1, 2005. Mr. Sapling's term will not expire until January 8, 2006.

If you have any questions, please call Mary Klaholz, recording secretary for the board, at extension 6588.

Thank you.

BPJ:mdk

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CITY CLERK
2005 FEB - 9 P 4: 25

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CITY CLERK

2004 DEC 15 A 10:56



CC: Councilman Weekly
Betsy Fretwell
Planning Dept.
Leisure Services
Public Works

**City of Las Vegas
Board, Commission, or Committee Interest Form**

Name: VERNEIL P. McNEAL

Home Street Address: 100 S. MLK BLVD., #2235

City: LAS VEGAS ZIP Code: 89106-4335

Work Street Address: 1100 E. CHARLESTON BL.

City: LAS VEGAS ZIP Code: 89104

Employer: SAVERS Occupation: OPERATIONS SUPERVISOR

Home Phone Number: 868-8899 Work Phone Number: 474-4773

Other Phone Number: 591-4068 Email Address: N/A

Please list the boards, commissions, or committees that you are interested in serving on:

HISTORIC PRESERVATION COMMISSION

PARKS AND RECREATION ADVISORY COMMISSION

TRAFFIC AND PARKING COMMISSION

For office use only

CLV Y ☒ N

Ward 6

Date 12/15/04

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

NONE FOR THE CITY OF LAS VEGAS, BUT I SERVED AS
THE SAFETY COMMITTEE LEADER FOR SAVON DRUGS AND A
COMMITTEE MEMBER FOR A PRISON EMPLOYEE ADVISORY COMMITTEE.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I'M LOOKING TO BECOME INVOLVED IN A ENTITY TO
BETTER MY COMMUNITY. ON DEC 1ST 2004 I
GRADUATED FROM THE FIRST LAS VEGAS CITIZENS
LEADERSHIP ACADEMY.

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.*

VERNELL P. MCNEAL

OBJECTIVE

To secure a position with a company where I can apply my diversified background, education, experience, and skills.

SKILLS

Strong Leadership/Supervisory Skills
Good Communications and Customer Service Skills
Computer Literate (DOS, Windows, MS Word, Word Perfect, etc.)
Managerial Experience
U. S. Marine Corps Veteran
Member of Las Vegas Community Emergency Response Team
Member of American Red Cross Disaster Action Team

WORK EXPERIENCE

Oct 03 – Present Savers Las Vegas, NV

Operations Supervisor

Responsible for managing the day-to-day functions of the sales floor, monitor the flow of customers, oversee the maintenance of the sales floor, fitting rooms, restrooms, entrance and parking lot areas. Manage and direct operations team members, screening, selecting, orienting, training, and monitoring team members performance and providing guidance and feedback on performance. Following and ensuring all company policies and procedures are upheld. Perform Loss Prevention duties when needed.

June 99 – Oct 03 Sav-on Drugs Las Vegas, NV

Assistant Manager

- Provides customer service and assists the General Manager in managing the operations of the store. Supervises, trains, and assists associates in daily store activities, while adhering to and enforcing all company policies and procedures. Supervise the checkout area of the store, perform all cash handling responsibilities, assists in the processing of customer transactions. Perform store opening and closing procedures and manages all operations of the store when the General Manager is not present.

Aug 98 - Sep 00 World Duty Free In-Flight, Inc. El Segundo, CA

Security Agent

- Duties include but not limited to examining imported merchandise in order to enforce regulations of the U. S. Customs Service. Transport merchandise to be sold aboard major airlines as duty free items. Notify government agencies responsible for particular import/export inspections when violations are committed.
- Holder of FAA and Customs Service Security Clearance.

June 81 – Dec 95 California Department of Corrections California
Correctional Sergeant

- Responsible for the safety and well-being of the public, staff, and inmates in California State Prisons. Supervised Peace Officers and other Prison staff in inmate housing units, inmate work areas, and inmate recreation areas. Lower level inmate disciplinary hearing officer. Trained Line Officers and SWAT personnel in self-defense, the proper use of departmental firearms and chemical agents. Developed and taught several lesson plans used in the Prison systems of California, Nevada, and Utah. Recipient of the California Distinguished Service Medal. Served 10 years as a SWAT member.

EDUCATION

- California Supervisors Training Academy, Sacramento, CA Sep 94
- Effective Supervision – Cal Poly University, Pomona, CA
Jan 90 – Dec 91
- SWAT Instructors Academy, Sacramento, CA Mar 88
- FBI Officers Training Academy, San Bernardino, CA Nov 87
- Hostage Negotiations Academy, Sacramento, CA Mar 87
- California SWAT Academy, Sacramento, CA Oct 84
- Basic Corrections Academy, Sacramento, CA June 81 – Mar 82
- General Business - Mt. San Antonio College, Walnut, CA
Aug 78 – Jan 81

REFERENCES

Available Upon Request

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS AND COMMISSIONS

ANIMAL ADVISORY COMMITTEE - Susan Butche, Term Expiration 4-5-2005

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This board is comprised of 5 members who serve two-year terms, no limit to the number of terms that may be served and no requirement to fill an unexpired portion of a term. There is no City residency requirement. Ms. Butche is eligible and wishes to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are: To reappoint Ms. Butche or appoint a new member to fill this seat.

BACKUP DOCUMENTATION:

1. Memorandum from Roger Van Oordt, Animal Control Supervisor, Detention & Enforcement
2. Current Listing and Authority - Animal Advisory Committee
3. Board Interest Form from Robert L. Barnard

MOTION:

GOODMAN - Motion to Reappoint Susan Butche - UNANIMOUS

Clerk to notify

MINUTES:

MAYOR GOODMAN noted that **MS. BUTCHE** has been a valued member of this board.

(11:40)

2-2363

Memorandum

City of Las Vegas
Detention and Enforcement

To: RONI RONEMUS, CITY CLERK
From: ROGER VAN OORDT; ANIMAL CONTROL SUPERVISOR 
CC: MIKE SHELDON, BEVERLY BRIDGES, PAULA CLARK
Date: FEBRUARY 15, 2005
Re: ANIMAL ADVISORY COMMITTEE: SUSAN BUTCHE

On February 15, 2005 I spoke with Susan Butche, who expressed a desire to serve another term as a member of the Animal Advisory Committee. Susan has a 100% attendance record since first being appointed to the Committee in 1995.

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2005 FEB 16 P 2:08

ANIMAL ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ORIGINAL CODE</u>	<u>APPT.</u>	<u>TERM EXPIRES</u>
1. DOLGINOFF, MARK A. DVM (Reese's recom.)	2003 Silverton Drive (Henderson) Of: 1024 E. Twain Ave.	89074 89109	 (Reapp. 3-9-1998) (Reapp. 3-1-2000) (Reapp. 2-20-2002) (Reapp. 3-3-2004)	3-20-1996 3-20-2006
2. FITZGERALD, CHARLES (Moncrief's recom.)	6124 Chinook Way. (Ward 5)	89108	12-3-2003	12-3-2005
3. COLUMBO, STACI (Mack's recom.) Replaced Diana Chesnoff (Mack's reappoint.)	10289 Placid Street (Ward 6)	89123	11-15-2000 (Resigned 10-23-2000) (Reapp. 10-16-2002) (Reapp. 10-20-2004)	11-15-2006
4. BUTCHE, SUSAN (Reese's recom.)	6170 Buckskin Avenue (County)	89108	4-5-1995 (Reapp. 3-10-1997) (Reapp. 3-8-1999) (Reapp. 3-7-2001) (Reapp. 3-19-2003)	4-5-2005
5. DUKES, AMBER (Brown's recom.) (Brown's recom.)	1901 Sunland Avenue (Ward 5)	89106	2-7-1996 (Reapp. 2-2-2000) (Reapp. 1-16-2002) (Reapp. 2-4-2004)	2-7-2006

Authority: Ord. #3618, Bill 91-75 adopted 12-4-91 (repealed #1777),
LVMC 7.16.050 - Ord. #5220, Bill 2000-30, adopted 5-17-2000, updates
City's animal control regulations.

Members: 5 members (do not have to represent any specific areas or categories)

Appointed: Appointed by the City Council.

Term: 2 yr. terms (no limit to number of terms)
Do not have to fill unexpired portion of term.

Notes: No City residency requirement.
No financial disclosure requirement.

Prior Code: Ord. #1777, adopted 7-2-75

PURPOSE: Committee is convened by Municipal Court. After a criminal complaint has been filed, Municipal Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisory Committee.

cc: Detention + Enforcement
 Leisure Services
 City Auditor
 Centennial Celebration
 Neighborhood Services
 Planning



RECEIVED
 CITY CLERK
 2004 SEP 20 A 1:32

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 ☒

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

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CITY CLERK
2004 SEP 20 A 7:57

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 selection boards 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.

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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.

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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

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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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 16, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS AND COMMISSIONS

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES - Dr. Melvin Pohl, Term Expiration 4-7-2005; Andrea Arthurholtz, Term Expiration 4-18-2005; M. Frances Sponer, Term Expiration 4-18-2005

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

This board is comprised of five members appointed by the City Council and five members appointed by Clark County. Terms of office are for four years and members are limited to two terms. The Consolidated Library District Attorney has opined that a member of this Library District may serve two four-year terms plus any expired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years. Membership on this Board requires City residency and attendance is compensatory. Dr. Melvin Pohl has served two full terms and is not eligible for reappointment. Ms. Arthurholtz has served one full term and is eligible for reappointment and Ms. Sponer has filled an unexpired term and is also eligible for reappointment to a full term.

RECOMMENDATION:

Procedure for this Board requires recommendation by any member of the City Council with Council ratification. Options are:

Appoint a new member to fill Dr. Pohl's seat

Reappoint Ms. Andrea Arthurholtz or appoint a new member to fill this seat

Reappoint Ms. Sponer or appoint a new member to fill this seat

BACKUP DOCUMENTATION:

1. Current listing and Authority-Las Vegas-Clark County Library District Board of Trustees
2. Board Interest Form from Shaun Schoener
3. Submitted after meeting: Board Interest Form from Larry Harala

MOTION:

WOLFSON - Motion to Appoint LARRY HARALA

and

REESE - Motion to Reappoint ANDREA ARTHURHOLTZ - UNANIMOUS

and

TARKANIAN - Motion to Reappoint M. FRANCES SPONER - UNANIMOUS

Clerk to notify

CITY COUNCIL MEETING OF: MARCH 16, 2005

MINUTES:

COUNCILMAN WOLFSON commented that MR. HARALA is his liaison. His extensive expertise will be a good asset to this board.

(11:40 - 11:44)

2-2393

6-4-2004

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

**LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT BOARD OF TRUSTEES**

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIG. APPT.</u>	<u>TERM EXPIRES</u>
1. BENAVIDEZ, KELLY Weekly recom. Staff Designee (Replaced Ricki Y. Barlow, resigned 5/14/2004)	400 Stewart Ward 5	101	6/2/2004	3/6/2007
2. AGUIRRE, ALDO, DR. L.B. McDonald recom.	2007 San Jose Avenue Ward 3	104	3/5/2003 (Effect. 4/3/2003)	4/3/2007
3. POHL, MELVIN, DR. Jones recom. Goodman recom reapp.	7413 Doe Avenue Ward 1	114 117	2/1/95 (Reapp. 4-18-2001)	4/7/2005
4. ARTHURHOLTZ, ANDREA Reese recom.	1905 S. 16TH Street Ward 3	104	4/18/01	4/18/2005
5. SPONER, M. FRANCES L.B. McDonald recom.	2025 Eagle Trace Way Ward 1	117	4/3/02	4/18/2005

AUTHORITY: Consolidated Library District created by the 1985 Legislature
S. B. 158, 2-18-85
NRS 379.0222
Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001 regarding Financial Disclosure requirement

TERM: 4 years (limited to 2 terms)
(Must fill unexpired portion of terms, if appropriate)
(In 2003, the Consolidated Library District Attorney has opined that a member of this Library District may serve two four-year terms plus any expired portion of a term to which they have been appointed, provided the total number of years does not exceed 10 years.)

MEMBERS: 5 members appointed by the City Council
(County also appoints 5 members)

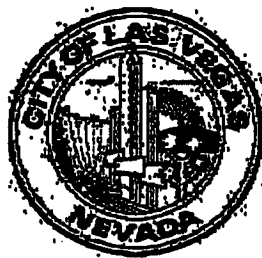
NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Members receive \$40 per meeting, but not more than \$80 per month.

Mr. Daniel Walters, Executive Director
833 Las Vegas Boulevard North
Las Vegas, NV 89101
507-3611

CC: Councilman Mack
Betsy Fretwell
HR
Planning
LV Housing Authority
LV-CC Library District



2004 DEC 14 P 1:39

RECEIVED
CITY CLERK

City of Las Vegas Board, Commission, or Committee Interest Form

Name: Shawn Schaefer
Home Street Address: 6605 Colony Grant Way
City: Las Vegas ZIP Code: 89108
Work Street Address: 7936 West Sahara Ave
City: Las Vegas ZIP Code: 89117
Employer: Strategic Solutions Occupation: Policy & Communications Mgr
Home Phone Number: 702.413.1699 Work Phone Number: 702.853.1556
Other Phone Number: 702.205.5942 Email Address: SSchaefer@lvccmail.com

Please list the boards, commissions, or committees that you are interested in serving on:

Board of Civil Service Trustees, Las Vegas Housing Authority
Board, Planning Commission, LV-Clark County Lib Dist. Board
of Trustees

For office use only	
CLV	☒ Y ☐ N
Ward	<u>6</u>
Date	<u>12-14-04</u>

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

*Very familiar with local government operation. Concreate
for MPA again at UNLV. I am looking to get more
involved w/ local government and the community*

Please list any of your relatives or friends that work for the entity in which you would be serving:

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.*

Shaun Patrick Schoener

6605 Colony Grant Way Las Vegas, NV 89108 (702) 413-1699 Email: S_Schoener@hotmail.com

Education College of Liberal Arts
Bachelor of Arts in Political Science
University of Nevada, Las Vegas – May 2002
GPA: 3.1

Greenspun College of Urban Affairs
Master of Public Administration
University of Nevada, Las Vegas – Candidate May 2005
GPA: 3.67

Leadership Experience

University of Nevada, Las Vegas Student Leadership
University of Nevada, Las Vegas Student Ambassador and Orientation Leader January 1999 – January 2002
Provided tours of the University of Nevada, Las Vegas campus to prospective/incoming students and visitors to Southern Nevada.

Lambda Chi Alpha International Fraternity
Student Advisory Committee Member November 2000 – November 2001
liaison between Pacific region undergraduate students and the International Board of Directors of Lambda Chi Alpha Fraternity.

Impact Leadership Graduate October 1998 – November 2000
Completed an intensive leadership training series offered by Lambda Chi Alpha fraternity. Focus was on conflict resolution and implementation of principles.

Chapter Offices October 1998 – November 2000
Alumni Relations, Social Chairman, Recruitment Chairman, IFC Representative, Executive Board member, National Delegate
Coordination and implementation of fundraising and social functions for undergraduate students and alumni. Revised officer and alumni manuals and submitted weekly reports to general body.

White House Office of Advance Aide October 1999 – January 2001
Aide
Functioned as a Las Vegas liaison to the White House Office of Advance under President Clinton, which entailed assistance in the coordination of the presidents' visits with local government and industry leaders in Clark County.

University of Nevada, Las Vegas Student Government October 1999 – October 2000
College of Liberal Arts Student Senator
One of three students representing the interests of undergraduate students within the Liberal Arts College in student government. Organized and directed informational and procedural meetings in a timely manner. Served on and was Chair/Vice Chairperson of Bylaws Committee and member of Constitutional Revisions, Rules and Ethics Committees.

Employment History

Communications and Policy Manager November 2004 - present
Strategic Solutions
Perform professional level statistical analysis and research for clients in various areas. Determine appropriate analytical techniques and data gathering processes in order to obtain required information for reliable and valid measures.

Clark County Management Analyst I/II May 2002 – November 2004
Clark County, Nevada
Perform professional level administrative, organizational, systems, budgetary and related analysis for division, department, County Manager and/or Board of Commissioners programs and activities.

Administrative Aide November 2001 – May 2002
McDonald Carano Law Firm
Assist various attorneys and paralegals in a large firm with administrative/research tasks.

Teller November 1999 – November 2001
Bank of America
Communicate effectively with and sold products/provided services to clients.



**City of Las Vegas
Board, Commission, or Committee Interest Form**

Name: Larry Harala

Home Street Address: 6908 Country Court

City: Las Vegas ZIP Code: 89145

Work Street Address: 400 Stewart Ave

City: Las Vegas ZIP Code: 89101

Employer: City of Las Vegas Occupation: Council Liaison

Home Phone Number: 702-242-1287 Work Phone Number: 702-229-6405

Other Phone Number: _____ Email Address: lharala@lasvegasnevada.org

Please list the boards, commissions, or committees that you are interested in
serving on:

Las Vegas - Clark County library district

For office use only

CLV Y___N___

Ward _____

Date _____

3/6/05
CLV
#805

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Metro: Northwest Area Command Police Advisory Council

Metro: Southwest Area Command Police Advisory Council

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

See Attached

Please list any of your relatives or friends that work for the entity in which you would be serving:

No one at this time

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

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- Larry Harala has served as a City of Las Vegas, city council ward liaison for nearly five years. Over that time he has had extensive involvement with community organizations and citizens groups. Years of assisting the Ward 2 councilperson with analytical work relating to the budget, capital improvements, planning and development. The expertise he has gained in that capacity would serve both the board and the City of Las Vegas should he be appointed to this position. He also has Masters Degree in Public Administration, and is a new father so he has diverse perspective on the importance of our public libraries.