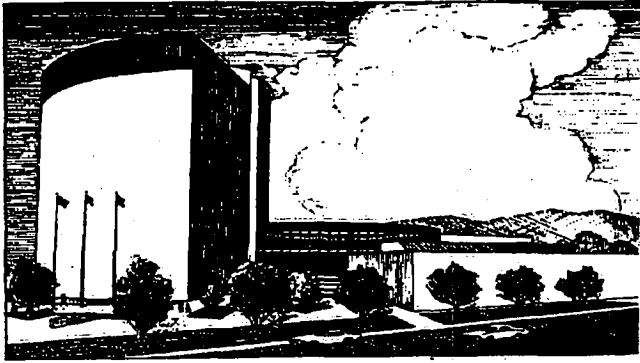




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

APRIL 20, 2005

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

MAYOR OSCAR B. GOODMAN

COUNCILMAN GARY REESE
MAYOR PRO-TEM

COUNCILMAN LARRY BROWN

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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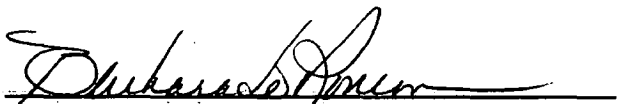
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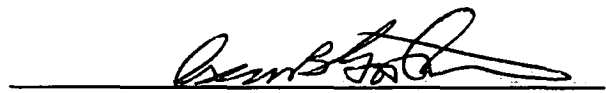
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APPROVED BY REFERENCE: June 15, 2005
ATTEST:


CITY CLERK


MAYOR

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



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),

MICHAEL MACK (Ward 6), 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.

APRIL 20, 2005

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

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

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

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

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

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS - Councilman Ward 2, Councilman Ward 4, Municipal Court Judge Department 2, Municipal Court Judge Department 3, and Municipal Court Judge Department 5
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF STUDENTS FROM MOUNTAIN VIEW LUTHERAN ELEMENTARY SCHOOL FOR EARNING THE AMERICAN PRIDE AWARD
- RECOGNITION OF THE BISHOP GORMAN HIGH SCHOOL STATE CHAMPION VARSITY MOCK TRIAL TEAM

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 February 2, 2005

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

3. Approval of the ratification of Jeanne Maust in a Council support position as a Council Liaison 1 to the Ward 1 office - Ward 1 (Tarkanian)

BUSINESS DEVELOPMENT - CONSENT

4. Approval of a Third Amendment to the Operating Agreement between the City of Las Vegas and the Las Vegas Technology Center Owners Association (LVTCOA) extending the agreement 60 days to allow finalization of issues related to transfer of the "Common Areas", located at the intersection of Tenaya Way and Prairie Falcon Road, required by the Operating Agreement approved by the City Council on March 1, 1995, and as amended on February 2, 2000 and November 5, 2003 - Ward 4 (Brown)

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 California Hotel & Casino, Location: Main Street Parking Lot, 100 Stewart Avenue, Date: April 29, 30 and May 1, 2005, Type: Special Event Beer/Wine, Event: May Day Lei Day Festival, Responsible Person in Charge: Lane Conley - Ward 5 (Weekly)
7. Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 9 slots, Golamis Ventures, Inc., dba From: Cafe Nicolle, To: Kiss, 4760 West Sahara Avenue, Suite 13, Anthony P. Golamis, Dir, Pres and Marlene E. Golamis, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 1 (Tarkanian)
8. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, B & B Investors, Inc., dba El Tequila Club, 1401 North Decatur Boulevard, Suite 6, Burt J. Blum, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
9. Approval of a Slot Operator Space Lease Location Restricted Gaming License for 5 slots, United Coin Machine Company, db at 7-Eleven Food Store 27183, 501 Fremont Street - Ward 5 (Weekly)
10. Approval of a new Locksmith License, Steve Phillips, dba Aegis Locking Systems, 809 Langtry Drive, Steve A. Phillips, 100% - Ward 5 (Weekly)
11. Approval of Change of Location for a Psychic Arts and Science License, Nina Demetro, dba Psychic World, From: 1820 Hassett Avenue, To: 1026 South Main Street, Nina Demetro, 100% - Ward 1 (Tarkanian)
12. Approval of Change of Location for a Psychic Arts and Science License subject to the provisions of the fire codes, Susan Paperno, dba Susan Paperno, From: 2620 Regatta Drive, Suites 112 and 113, To: 7313 Calvado Street, Susan R. Paperno, 100% - Ward 2 (Wolfson)
13. Approval of award of Contract No. 050571 for Geodatabase Design Services - Department of Information Technologies - Award recommended to: HANSEN INFORMATION TECHNOLOGIES, INC. (\$164,812 - General Fund)
14. Approval of award of Contract No. 050521, Business Plan for a Regional Public Safety and Training Facility - Department of Fire and Rescue - Award recommended to: INTERACT BUSINESS GROUP CORPORATION (\$60,500 - General Fund)

FINANCE & BUSINESS SERVICES - CONSENT

15. Approval of revision to purchase order 221171 for an annual requirements contract for Sport Clothing and T-Shirts - Department of Leisure Services - Award to: THE LOGO SHOPPE, INC. (\$55,000 - General Fund)
16. Approval of award of Agreement No. 050579 for eTime Card Consulting Services - Department of Information Technologies - Award recommended to: LINK TECH, LLC dba LINK TECHNOLOGIES (\$28,100 - General Fund)
17. Approval of Executive Construction Management, LLC for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects - Department of Finance and Business Services
18. Approval of issuance of a purchase order for a Digital Voice Recorder System with Related Services - Department of Fire and Rescue - Award recommended to: CVDS INC. (\$104,687 - Fire Services Capital Projects Fund)
19. Approval of revision to purchase order 220696 for an annual requirements contract for Miscellaneous Bulk Chemicals - Department of Public Works - Award to: KEMIRON COMPANY (\$140,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

20. Approval of a contract renewal between the City of Las Vegas and the Trauma Intervention Programs, Inc. (\$46,884 - General Fund) All Wards
21. Approval of a contract renewal between the City of Las Vegas and the Firefighters Involved in Racing for Education Company, Inc. - All Wards

NEIGHBORHOOD SERVICES - CONSENT

22. Approval of an additional \$4,000 of HOME Investment Partnership Program (HOME) funds to complete housing rehabilitation activities at 1701 Loch Lomond Way, Stella Butterfield, owner - Ward 1 (Tarkanian)
23. Approval of a Deferred Loan Agreement expending \$40,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 1212 West Bartlett Avenue, Dorothy L.M. Jones, owner - Ward 5 (Weekly)
24. Approval of assigning a Deed of Trust and Promissory Note on 1421 Sattes Street, Las Vegas, NV 89101, which secures a Deferred Rehab Loan made to the late Rusty Brooks, to First American Title Company in exchange for payment of the balance currently owed by her to the city - Ward 3 (Reese)

PLANNING & DEVELOPMENT - CONSENT

25. Approval of annexation report for the proposed annexation area generally located on the south side of Centennial Parkway, east of Puli Drive (ANX-5163) - Ward 6 (Mack)

PUBLIC WORKS - CONSENT

26. Approval of an Encroachment Request from LandTek, LLC, on behalf of Cliff's Edge, LLC, owner (Elkhorn Road between Hualapai Way and Egan Crest Drive) - Ward 6 (Mack)
27. Approval of an Encroachment Request from Inter Urban Construction on behalf of Davis O'Leary - V, Limited, owner (northeast corner of Carson Avenue and 11th Street) - Ward 5 (Weekly)
28. Approval of an Encroachment Request from Redrock Engineering on behalf of Nevada Law Foundation, owner (southwest corner of Clark Avenue and 7th Street) - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

29. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Redrock Engineering and Surveying on behalf of Terence Hyland and Audrey Hyland, owners (Dapple Gray Road and Corbett Street, APN 125-29-302-009) - County (near Ward 6 - Mack)
30. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Lochsa Engineering on behalf of Tasey Miyahara and Paitaka Miyahara, owners (southeast corner of Stange Avenue and Bonita Vista Street, APN 138-05-601-015) - County (near Ward 4 - Brown)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Carter Burgess on behalf of James D. McLain and Judith D. McLain, owners (southeast corner of Bonita Vista Street and Tropical Parkway, APN 125-29-704-001) - County (near Ward 6 - Mack)
32. Approval of an Encroachment Request from Amti-Sunbelt on behalf of 710 Tonopah, LLC, owner (Tonopah Drive at Goldring Avenue) - Ward 5 (Weekly)
33. Approval of an Encroachment Request from Related Group on behalf of WMC II Associates, LLC, owner (Discovery Drive at Grand Central Parkway) - Ward 5 (Weekly)
34. Approval of a Las Vegas Valley Water District easement from the City of Las Vegas, for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, for fire line facilities located on the north side of Bonanza Road, east of Mojave Road to serve the City of Las Vegas East Yard, APN 139-25-802-006 - Ward 3 (Reese)
35. Approval of an Interlocal Agreement whereby the Las Vegas Valley Water District (LVVWD) pays the City of Las Vegas for construction of pavement replacement as part of a future City of Las Vegas project to rehabilitate Decatur Boulevard between Washington Avenue and Lake Mead Boulevard (\$34,200 revenue - Street Rehabilitation) - Wards 1 and 5 (Tarkanian and Weekly)
36. Approval of a Bill of Sale to transfer ownership from the City of Las Vegas (City) to the Las Vegas Valley Water District for water distribution facilities located at the City's Water Pollution Control Facility (WPCF) - County (near Ward 3 - Reese)

RESOLUTIONS - CONSENT

37. R-38-2005 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2006) (\$49,240.38 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

REAL ESTATE COMMITTEE - CONSENT

38. Approval of a First Amendment to the Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation for the sale of a 1.1-acre parcel located at the southwestern corner of Wheeler Peak and Martin L. King Boulevard in the Enterprise Park to adjust the purchase price to accommodate a Right-of-Way Dedication (\$11,215.80 - Industrial Revenue Fund) - Ward 5 (Weekly)
39. Approval to transfer the Las Vegas Technology Center Common Areas, located at the intersection of Tenaya Way and Prairie Falcon Road, from the City of Las Vegas to the Las Vegas Technology Center Owners Association (LVTCOA) as required by the Operating Agreement approved by the City Council on March 1, 1995, as amended - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

40. Report and possible action concerning the status of 2005 legislative issues

CITY ATTORNEY - DISCUSSION

41. Discussion and possible action on Appeal of Work Card Denial: Don Axe, P.O.Box 4345, Missoula, MT 59806
42. Discussion and possible action on Appeal of Work Card Denial: James Barton Cox, P.O.Box 4345, Missoula, MT 59806
43. Discussion and possible action on Appeal of Work Card Denial: Tracy Lynette Dyer, 1111 S. Cimarron Road #236, Las Vegas, NV 89117
44. Discussion and possible action on Appeal of Work Card Denial: Brad Michael Frazier, P.O. Box 4345, Missoula, MT
45. Discussion and possible action on Appeal of Work Card Denial: Robey Charles Henson, P.O.Box 4345, Missoula, MT 59806
46. Discussion and possible action on Appeal of Work Card Denial: Troy A. Olson, 240 N. Jones, Las Vegas, NV 89105
47. Discussion and possible action on Appeal of Work Card Denial: Mark O. Williams, P.O. Box 4345, Missoula, MT 59806
48. Discussion and possible action on Appeal of Work Card Denial: Daniel Dion Werman, P.O. Box 4345, Missoula, MT 59806
49. Discussion and possible action on Appeal of Work Card Denial: Jimmy Lee Vick, P.O. Box 4345, Missoula, MT 59806
50. Discussion and possible action on Appeal of Work Card Denial: Tricia Dae Hamil, 5005 Apawana Lane, Las Vegas, NV 89108
51. Discussion and possible action on Appeal of Work Card Denial: Charles Cuong Wynkoop, 4428 Copley Circle, Las Vegas, NV 89120
52. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lashonda Marquette Bradford, 4617 Curdsen Way, Las Vegas, Nevada 89110
53. Discussion and possible action on Appeal of Work Card Denial: Approved October 20, 2004 subject to a six month review: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123
54. Discussion and possible action on Appeal of Work Card Denial: Approved October 20, 2004 subject to a six month review: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101
55. Discussion and possible action on Appeal of Work Card Denial: Jason Glen Sinor, 1525 E. Fremont Street, Apt.C-201, Las Vegas, Nevada 89101

FINANCE & BUSINESS SERVICES - DISCUSSION

56. Discussion and possible action regarding Temporary Approval of Franchise Managers for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store 15889F, 3033 Arville Street, Dale R. Clayton, Franchise Mgr, Lori B. Clayton, Franchise Mgr - Ward 1 (Tarkanian)
57. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, HK, LLC, dba Orca Express, 4371 North Rancho Drive, Cyrus D. Homayouni, Mgr, Mmbr, 49%, Susan M. Homayouni, Mmbr, 51% - Ward 6 (Mack)

FINANCE & BUSINESS SERVICES - DISCUSSION

58. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Tokyo Express (A Nevada Corporation), Tu Y. Lee, Dir, Pres, Treas and Kyeong R. Lee, Dir, Secy, 100% jointly as husband and wife, To: Sushi Palace, Inc., dba Narita Sushi, 3250 North Tenaya Way, 99, In Y. Han, Dir, Pres, 50%, Myong C. Han, Dir, VP, Secy, Treas, 50%, Connie Y. Park, Lender - Ward 4 (Brown)
59. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Package License subject to the provisions of the fire codes and Health Dept. regulations, From: H & H Discount Liquor, Falah E. Hamika, Ptnr, 50%, Maher Alsafar, Ptnr, 50%, To: Nashs', Inc., dba H & H Discount Liquor, 1916 North Decatur Boulevard, Mae S. Gappy, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
60. Discussion and possible action regarding a new Massage Establishment License subject to the provisions of the planning and fire codes, Lijun Zhang, dba Do You Massage, 1750 South Rainbow Boulevard, Suite 12, Lijun Zhang, 100% - Ward 1 (Tarkanian)
61. Discussion and possible action regarding a Six Month Review of a Tavern License and a Restricted Gaming License for 10 slots, Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
62. Discussion and possible action regarding a One Year Review of a Restricted Gaming License for 7 slots, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Salar Shoshani, Ptnr, 50%, Thamer Jarjees, Ptnr, 50% - Ward 5 (Weekly)
63. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Hospitality Systems, LLC, dba Lady Luck, Irving Ash, Pres, CEO, Martin R. Gross, VP, COO, Hospitality Systems Management, LLC, Mmbr, 24.5%, Irving Ash, Mmbr, 100%, Investment Advisory Consultants, LLC, Mmbr, 24.5%, Beacon Bay Holdings, LLC, Mmbr, 51%, To: The Henry Brent Company, A Nevada Limited Liability Company, dba Lady Luck Casino Hotel, 206 North 3rd Street, Robert H. O'Neil, Mmbr, 25%, Keith E. Grossman, Mmbr, 5%, Donner Investment Trust, Mmbr, 70%, Andrew B. Donner, Trustee, Resort Gaming Group, LLC, Mgr, Donner Investment Trust, Mmbr, 100%, Andrew B. Donner, Trustee - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES - DISCUSSION

64. Report and possible action regarding the feasibility of creating a Community Land Trust (CLT) and entering into an agreement with Burlington Associates to provide technical assistance and professional services to assist the city with this endeavor in an amount not to exceed \$30,000 of 18% Redevelopment Set-Aside Funds - All Wards
65. Discussion and possible action on the submittal of the Clark County and City of Las Vegas Housing and Urban Development (HUD) 2005-2009 Consolidated Plan and 2005 Action Plan for allocation of \$12,141,074 in Community Development Block Grant (CDBG), HOME Investment Partnership/Low Income Housing Trust Funds (HOME/LIHTF), Housing Opportunities for Persons With Aids (HOPWA) and Emergency Shelter Grant (ESG) funds - All Wards

PUBLIC WORKS - DISCUSSION

66. Discussion and possible action on a request to install Speed Humps on Blankenship Avenue between Martin L. King Boulevard and Revere Street (\$19,200 - Neighborhood Traffic Management Program/Non-Signal Intersection Improvements) - Ward 5 (Weekly)
67. Discussion and possible action on a request to install Speed Humps on Bartlett Avenue between Martin L. King Boulevard and Revere Street (\$19,200 - Neighborhood Traffic Management Program/Non-Signal Intersection Improvements) - Ward 5 (Weekly)

PUBLIC WORKS - DISCUSSION

68. Discussion and possible action on a request to install Speed Humps on Lawry Avenue between Martin L. King Boulevard and Revere Street (\$19,200 - Neighborhood Traffic Management Program/Non-Signal Intersection Improvements) - Ward 5 (Weekly)
69. Discussion and possible action on a request to install Speed Humps on Hassell Avenue between Martin L. King Boulevard and Revere Street (\$19,200 - Neighborhood Traffic Management Program/Non-Signal Intersection Improvements) - Ward 5 (Weekly)
70. Discussion and possible action on a request to install Speed Humps on Hart Avenue between Martin L. King Boulevard and Revere Street (\$19,200 - Neighborhood Traffic Management Program/Non-Signal Intersection Improvements) - Ward 5 (Weekly)

BOARDS & COMMISSIONS - DISCUSSION

71. Discussion and possible action on the appointment and reappointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2006

REAL ESTATE COMMITTEE - DISCUSSION

72. Discussion and possible action on the proposed Floyd Lamb State Park Transfer Agreement with the Nevada Division of Lands, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas - Ward 6 (Mack)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

73. 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
74. 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
75. Bill No. 2005-14 - ABEYANCE ITEM - Authorizes the granting of a distance-separation waiver for a tavern to be located within a regional mall. Sponsored by: Councilman Larry Brown
76. Bill No. 2005-17 - Annexation No. ANX-5329 - Property location: On the southeast corner of Jones Boulevard and Madre Mesa Drive; Petitioned by: S. F. Investments, LLC; Acreage: 2.42 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Lawrence Weekly
77. Bill No. 2005-20 - Amends the City's Administrative Code to authorize the implementation of a program for contractor verification regarding the proper installation of water heaters and water softeners. Proposed by: Paul K. Wilkins, Director of Building and Safety

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.

78. Bill No. 2005-18 - Updates the City's drought plan ordinance to reflect a change in terminology from "drought emergency" to "drought critical." Sponsored by: Councilman Larry Brown

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

79. Bill No. 2005-19 - Adopts the International Energy Conservation Code, 2003 Edition, along with the document entitled "2003 Southern Nevada International Energy Conservation Code Amendments," as replacements for the Model Energy Code, 1992 Edition, and the Supplemental Document amending that code. Proposed by: Paul Wilkins, Director of Building and Safety
80. Bill No. 2005-21 - Amends the City's Fire Code to require the installation of automatic sprinkler systems in existing residential board and care facilities. Proposed by: David L. Washington, Chief, Department of Fire and Rescue
81. Bill No. 2005-22 - Amends the City's Fire Code to update fire protection requirements for certain structures and occupancies. Proposed by: David L. Washington, Chief, Department of Fire and Rescue
82. Bill No. 2005-23 - Levies Assessment for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (District boundaries are Fremont Street on the north, 15th Street on the east, Charleston Boulevard on the south and 13th Street on the west. Sponsored by: Step Requirement

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.

83. Bill No. 2005-24 - Annexation No. A-0054-99(A) - Property location: On the northeast corner of Tropical Parkway and Moonlight Drive; Petitioned by: U. S. Home; Acreage: 1.44 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
84. Bill No. 2005-25 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2006) Sponsored by: Step Requirement

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

HEARINGS - DISCUSSION

86. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 717 W. Washington Avenue. PROPERTY OWNERS: CLARENCE & JUANITA RAY - C/O C. TATE & C. BROWN - Ward 5 (Weekly)
87. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 412 Alexander Avenue. PROPERTY OWNER: JOYCELYN CHANEY - C/O JOCELYN CHANEY - Ward 5 (Weekly)

HEARINGS - DISCUSSION

88. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 512 Jackson Avenue. PROPERTY OWNERS: CAPERTON MARVIN U ETAL ETAL - Ward 5 (Weekly)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

89. EOT-6339 - APPLICANT/OWNER: SMOKE RANCH ENTERPRISES, INC. - Request for an Extension of Time for an approved Special Use Permit (SUP-1148) FOR A SELF SERVICE CAR WASH at 6120 Smoke Ranch Road (APN 138-14-802-009), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly). Staff recommends APPROVAL
90. EOT-6340 - APPLICANT/OWNER: SMOKE RANCH ENTERPRISE INC. - Request for an Extension of Time for an approved Site Development Plan Review [Z-0093-01(1)] FOR A SELF SERVICE CAR WASH at 6120 Smoke Ranch Road (APN 138-14-802-009), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly). Staff recommends APPROVAL
91. EOT-6172 - APPLICANT: EN ENGINEERING, INC. - OWNER: LOWE'S HIW, INC. - Request for an Extension of Time of an approved Rezoning (Z-0081-02) FROM: R-E (Residence Estates) TO: C-1 (Limited Commercial) on 35.0 acres adjacent to the northwest corner of Craig Road and Jones Boulevard (APN 138-02-601-004), Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

92. DIR-6476 - APPLICANT: Speakeasy Gaming of Fremont, Inc. - Appeal of a decision by the Downtown Casino Overlay District Design Review Committee (DRC) per Title 19.06.100(D) to deny a MASTER SIGN PLAN FOR A GAMING ESTABLISHMENT located at 100-128 Fremont Street (APN: 139-34-111-014; 139-34-111-019; 139-34-111-021 through 026; 139-34-111-065; 139-34-111-066; 139-34-510-001 through 003), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL
93. ROC-6081 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: MERITAGE HOMES - Request for a Review of Condition Number 3 of an approved Site Development Plan Review (SDR-1336) WHICH REQUIRES DEVELOPMENT TO BE IN CONFORMANCE WITH THE SITE PLAN AND BUILDING ELEVATIONS for a 66 lot single family development on 20.16 acres adjacent to the southeast corner of Grand Canyon Drive and Elkhorn Road (APN 125-19-599-014), R-PD3 (Residential Planned Development - 3 units per acre) Zone, Ward 6 (Mack). Staff recommends DENIAL
94. SDR-6023 - PUBLIC HEARING - APPLICANT/OWNER: CHARLESTON FESTIVAL, LLC - Request for a Site Development Plan Review FOR A 94,978 SQUARE-FOOT COMMERCIAL DEVELOPMENT on 10.21 acres adjacent to the southeast corner of Torrey Pines Drive and Casada Way (APN 138-35-801-002, 138-35-803-001, and 138-35-403-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

95. SDR-6057 - PUBLIC HEARING - APPLICANT/OWNER: LAKE EAST, LLC AND STARBOARD, LLC - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 19.68 acres at 8600 Starboard Drive (APN 163-08-601-005), R-PD23 (Residential Planned Development - 23 units per acre) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

96. SDR-6058 - PUBLIC HEARING - APPLICANT/OWNER: LAKE EAST, LLC AND STARBOARD, LLC - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 20.00 acres at 3001 Lake East Drive (APNs 163-08-701-001 and 163-08-603-001), R-PD23 (Residential Planned Development - 23 units per acre) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

97. SDR-6102 - PUBLIC HEARING - APPLICANT: HARTCO - OWNER: JESUS IS LORD FELLOWSHIP, LAS VEGAS CHAPTER - Request for a Site Development Plan Review FOR A PROPOSED CHURCH AND WAIVERS OF BUILDING PLACEMENT, PERIMETER AND FOUNDATION LANDSCAPING STANDARDS on 2.44 acres adjacent to the west side of Marion Drive, approximately 530 feet north of Charleston Boulevard (APN 140-32-401-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

98. SDR-6140 - PUBLIC HEARING - APPLICANT: GWEN BRAIMOH - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A 13,107 SQUARE FOOT COSMETOLOGY SCHOOL AND WAIVERS OF BUILDING SETBACK AND PERIMETER LANDSCAPING REQUIREMENTS on 0.99 acres on the west side of Stella Lake Street, approximately 600 feet south of Lake Mead Boulevard (a portion of APN 139-21-313-001), C-PB (Planned Business Park) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

99. VAC-6095 - PUBLIC HEARING - APPLICANT/OWNER: STREAMLINE TOWER, LLC - Petition to Vacate a Public Sewer Easement adjacent to the southeast corner of Las Vegas Boulevard and Ogden Avenue, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

100. VAC-6106 - PUBLIC HEARING - APPLICANT/OWNER: OFFICE DISTRICT PARKING I, INC. - Petition to Vacate Fourth Street Corridor Landscape Easements at 600, 612, and 618 South Fourth Street, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommends APPROVAL

101. VAR-5952 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GAUGHAN RICHARDSON DEVELOPMENT - OWNER: COX FAMILY TRUST - Request for a Variance to ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT on 4.87 ACRES WHERE 5.00 ACRES IS THE MINIMUM AREA REQUIRED adjacent to the southeast corner of Ann Road and Torrey Pines Drive (APN 125-35-501-001), Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

102. ZON-5788 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GAUGHAN RICHARDSON DEVELOPMENT - OWNER: COX FAMILY TRUST - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 4.87 acres adjacent to the southeast corner of Ann Road and Torrey Pines Drive (APN 125-35-501-001), Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

103. WVR-5790 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GAUGHAN RICHARDSON DEVELOPMENT - OWNER: COX FAMILY TRUST - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 190 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED IN CONJUNCTION WITH A PROPOSED 15-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 4.87 acres adjacent to the southeast corner of Ann Road and Torrey Pines Drive (APN 125-35-501-001), Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

104. SDR-5789 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GAUGHAN RICHARDSON DEVELOPMENT - OWNER: COX FAMILY TRUST - Request for a Site Development Plan Review FOR A PROPOSED 15-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 4.87 acres adjacent to the southeast corner of Ann Road and Torrey Pines Drive (APN 125-35-501-001), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

105. VAR-6028 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: REYES G. PALACIOS - Request for a Variance TO ALLOW A FIVE-FOOT SIDE YARD SETBACK WHERE TEN FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED ROOM ADDITION on 0.50 acres at 729 Clarkway Drive (APN 139-28-301-017), R-E (Residence Estates) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

106. VAR-6098 - PUBLIC HEARING - APPLICANT: CLYDE CARTER - OWNER: MEI CHU K. CARTER - Request for Variances TO ALLOW A SIDE YARD SETBACK OF FOUR FEET WHERE 10 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED NEW GARAGE ATTACHED TO A DWELLING AND TO ALLOW A REAR YARD SETBACK OF 30 FEET WHERE 35 FEET IS THE MINIMUM REQUIRED FOR THE PROPOSED ATTACHMENT OF AN EXISTING GARAGE TO A DWELLING on 0.42 acres at 1220 Shadow Lane (APN 162-04-103-002), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). (NOTE: The correct APN # is 162-04-103-003.) Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

107. RQR-6122 - PUBLIC HEARING - APPLICANT: DENNIS HANCOCK - OWNER: ZYGMUNT AMARETTI - Appeal filed by the applicant from the Denial by the Planning Commission of a Required Three Month Review of an approved Special Use Permit (SUP-2203) WHICH ALLOWED AN AUTO REPAIR GARAGE, MAJOR AND WAIVERS TO ALLOW MAJOR REPAIR AND SERVICE WORK OUTSIDE OF AN ENCLOSED BUILDING, TO ALLOW OUTDOOR HOISTS, AND TO NOT SCREEN DISABLED OR WRECKED VEHICLES FROM SURROUNDING PROPERTIES AND ADJOINING STREETS at 2101 Fremont Street (APN 139-35-804-004), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-1 vote) and staff recommend DENIAL

108. RQR-6262 - PUBLIC HEARING - APPLICANT: MARIA ZUBIA PENA - OWNER: KOUTNOUYAN LIVING TRUST - Request for a Required Six-Month Review of an approved Special Use Permit (SUP-3128) WHICH ALLOWED AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES & SERVICE) AND AUTO REPAIR GARAGE, MINOR on 3.9 acres located at 4401 Stewart Avenue (APN 140-32-201-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

109. RQR-5683 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: W M C III ASSOCIATES, LLC - Required One Year Review of an approved One Year Required Review (RQR-1974) WHICH APPROVED EIGHT EXISTING OFF-PREMISE ADVERTISING (BILLBOARD) SIGNS on property bounded by U.S.-95, I-15 and Grand Central Parkway (APN 139-33-610-005, 139-33-511-003, 004, and 139-27-410-005, 008), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend APPROVAL

110. RQR-6003 - PUBLIC HEARING - APPLICANT: VIACOM OUTDOOR - OWNER: WMC III ASSOCIATES, LLC - Required One Year Review of an approved One Year Required Review (RQR-1974) WHICH APPROVED ONE EXISTING OFF-PREMISE ADVERTISING (BILLBOARD) SIGN on property bounded by U.S. 95, I-15 and Grand Central Parkway (APN 139-33-511-004), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

111. SUP-6067 - PUBLIC HEARING - APPLICANT: PETSMART - OWNER: DTR6, L.L.C. - Request for a Special Use Permit FOR A PROPOSED PET BOARDING USE WITHIN AN EXISTING PET SHOP at 2140 North Rainbow Boulevard (APN 138-23-215-024), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

112. SUP-6143 - PUBLIC HEARING - APPLICANT: CREATIVE NIGHTLIFE CONCEPTS, LLC - OWNER: MELE PONO HOLDING, COMPANY - Request for a Special Use Permit FOR A PROPOSED 3,040 SQUARE FOOT TAVERN LIMITED ESTABLISHMENT at 111 Las Vegas Boulevard South (APN 139-34-611-013), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

113. ZON-5849 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BRADLEY VILLAS, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE-FAMILY RESIDENTIAL) on 4.77 acres adjacent to the east side of Bradley Road, between Deer Springs Way and Rome Boulevard (APN 125-24-701-005), Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

114. WVR-5850 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BRADLEY VILLAS, LLC - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 175 FEET BETWEEN INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED for property adjacent to the east side of Bradley Road, between Deer Springs Way and Rome Boulevard (APN 125-24-701-005), R-E (Residence Estates) Zone [PROPOSED: R-1 (Single Family Residential) Zone], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

115. ZON-6100 - PUBLIC HEARING - APPLICANT: LAACO, LTD./STORAGE PROPERTIES, INC. - OWNER: PROJECT K, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION] on 1.99 acres adjacent to the northeast corner of Centennial Parkway and Kevin Way (APN 125-20-402-007), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

116. VAC-6101 - PUBLIC HEARING - APPLICANT: LAACO, LTD./STORAGE PROPERTIES, INC. - OWNER: PROJECT K, LLC - Petition to Vacate U.S. Government Patent Easements generally located north of Centennial Parkway, east of Kevin Way, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

117. SUP-6099 - PUBLIC HEARING - APPLICANT: LAACO, LTD./STORAGE PROPERTIES, INC. - OWNER: PROJECT K, LLC - Request for a Special Use Permit FOR A PROPOSED MINI STORAGE FACILITY adjacent to the northeast corner of Centennial Parkway and Kevin Way (APN 125-20-402-007), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

118. VAR-6230 - PUBLIC HEARING - APPLICANT: LAACO, LTD./STORAGE PROPERTIES, INC. - OWNER: PROJECT K, LLC - Request for a Variance TO ALLOW 13 PERCENT OF THE GROSS PROPERTY AREA PROPOSED TO BE ADDED TO THE T-C (TOWN CENTER) ZONE TO BE OPEN SPACE WHERE A MINIMUM OF 20 PERCENT IS REQUIRED on 1.99 acres adjacent to the northeast corner of Centennial Parkway and Kevin Way (APN 125-20-402-007), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

119. SDR-6097 - PUBLIC HEARING - APPLICANT: LAACO, LTD./STORAGE PROPERTIES, INC. - OWNER: PROJECT K, LLC - Request for a Site Development Plan Review FOR A PROPOSED MINI STORAGE FACILITY AND WAIVERS FOR A THREE FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM REQUIRED, A THREE FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM REQUIRED, AND TO ALLOW 61 PERCENT LOT COVERAGE WHERE 50 PERCENT IS THE MAXIMUM ALLOWED on 1.94 acres adjacent to the northeast corner of Centennial Parkway and Kevin Way (APN 125-20-402-007), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

120. ZON-6103 - PUBLIC HEARING - APPLICANT/OWNER: TOWNE VISTAS, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) [M-TC (Medium Density Residential - Town Center) Special Land Use Designation] on 15.00 acres adjacent to the southeast corner of Bath Drive and Dapple Gray Road (APNs 125-20-301-012 through 014), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

121. GPA-5762 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: AMTI SUNBELT, LLP - OWNER: KOBIE CREEK, LLC - Request to amend a portion of the Centennial Hills Sector Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: L (LOW DENSITY RESIDENTIAL) on 5.10 acres adjacent to the northwest corner of Decatur Boulevard and Gowan Road (APN 138-12-601-040), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

122. ZON-5765 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: AMTI SUNBELT, LLP - OWNER: KOBIE CREEK, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 5.10 acres adjacent to the northwest corner of Decatur Boulevard and Gowan Road (APN 138-12-601-040), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

SET DATE

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

CITIZENS PARTICIPATION

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

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **14th** day of **April, 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 **20th day of April, 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.

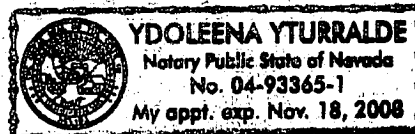
Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

14 day of April, 2005

[Signature]
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)

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Paula Clark

SIGNATURE

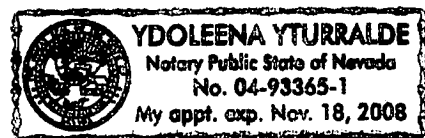
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

14 day of April, 2005

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



NOTARY PUBLIC/in and for said County and State

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: APRIL 20, 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, 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

(9:07 - 9:08)

1-1

- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH

MINUTES:

REVEREND BONNIE POLLEY, Christ Episcopal Church, gave the invocation.

(9:08- 9:09)

1-20

- PLEDGE OF ALLEGIANCE

MINUTES:

MAYOR GOODMAN led the audience in the Pledge.

(9:09 - 9:10)

1-60

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL:

OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS - Councilman Ward 2, Councilman Ward 4, Municipal Court Judge Department 2, Municipal Court Judge Department 3, and Municipal Court Judge Department 5

MOTION:

None required. The Oaths of Office were administered.

MINUTES:

MAYOR GOODMAN administered the Oath of Office to COUNCILMEN LARRY BROWN and STEVE WOLFSON and JUDGES ELIZABETH KOLKOSKI and GEORGE ASSAD, who were declared elected because they ran unopposed. MAYOR GOODMAN also administered the Oath of Office to JUDGE CEDRIC KERNS, who ran and was elected in the April 5, 2005, Primary Election. Each was presented with a Certificate of Election.

The Councilmembers and Judges individually thanked their family members and close friends, who came forward, as well as their staff and individuals that supported them during the campaign and election process. They also vowed to do the job they were elected to do and continue to serve the public.

(9:10 - 9:57)

1-100

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 plaques for Val Steed and Christina Morgan

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward CITY ATTORNEY JERBIC to assist in recognizing VAL STEED, Chief Deputy City Attorney, and CHRIS MORGAN, Legal Secretary, as April's Employees of the Month for all their hard work with tracking and providing comments for more than 375 pieces of the City's legislative work. Preparing these comments takes a tremendous amount of work and provides crucial support to the City's legislative team. Their team effort and the many hours they devote have made it possible for others to do their work more efficiently.

CITY ATTORNEY JERBIC thanked MS. MORGAN and CHIEF DEPUTY CITY ATTORNEY STEED for all their hard work and the countless hours they devote. CHIEF DEPUTY CITY ATTORNEY STEED is so altruistic that he nominated MS. MORGAN to be recognized.

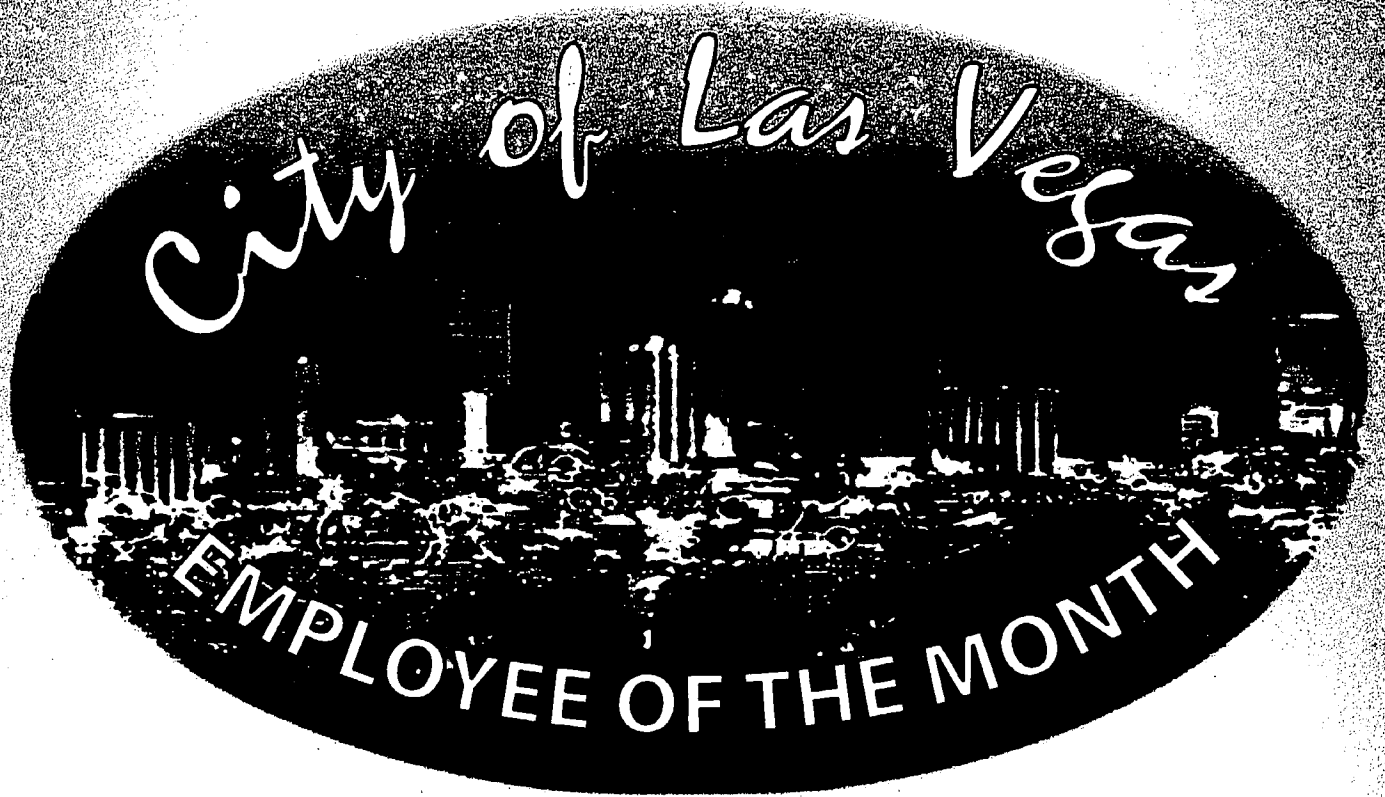
CHIEF DEPUTY CITY ATTORNEY STEED felt honored about MS. MORGAN and him being recognized. He said they are ordinary people, but every two years it takes a lot of hard work on their part to help the legislative team, who is under a lot of stress. He thanked the Department of Information Technologies for providing the tools to forward the comments to Carson City, as well as management for its support. He also thanked CHRIS KNIGHT and GAIL HALL for their work during the legislative session.

(9:57 - 10:01)

1-1710

CEREMONIAL BACKUP

**RECOGNITION OF THE EMPLOYEE OF
THE MONTH**



Val Steed

April 2005

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



A handwritten signature in black ink, reading "Dean Goodman".

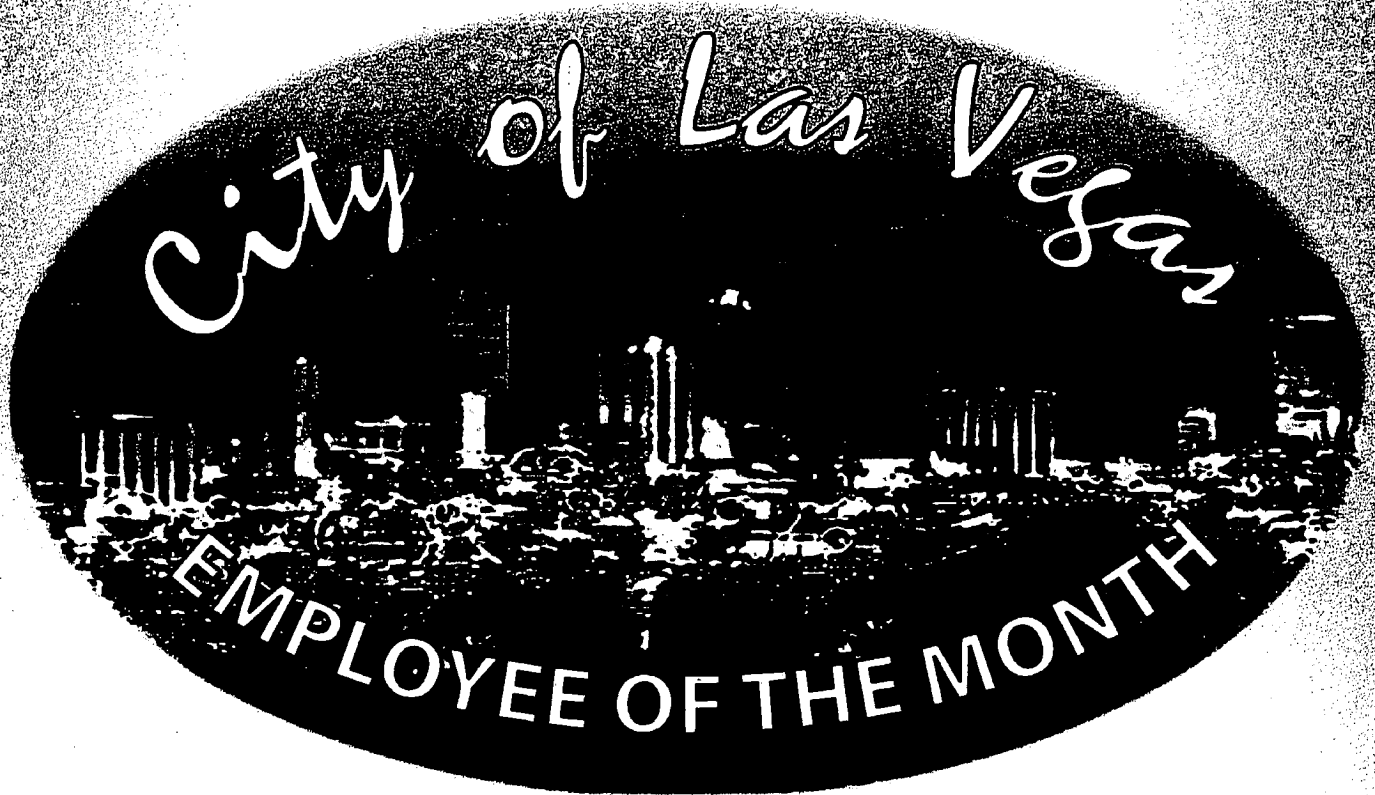
MAYOR

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

CITY MANAGER

A handwritten signature in black ink, reading "Clingette Luehmann".

DEPUTY CITY MANAGER



Christina Morgan

April 2005

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



Robert G. Bush
MAYOR

Douglas Selby
CITY MANAGER

Elizabeth L. Luchini
DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

**RECOGNITION OF STUDENTS FROM MOUNTAIN VIEW LUTHERAN ELEMENTARY SCHOOL
FOR EARNING THE AMERICAN PRIDE AWARD**

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN BROWN recognized students from Mountain View Lutheran Elementary School for earning the American Pride Award by memorizing The Pledge of Allegiance, Preamble to the Constitution, Star Spangled Banner, all 50 states and capitals, and the presidents of the United States. He called each student forward, and they recited the Preamble to the Constitution. They were accompanied by **ROSS CHILES**, Principal, and **MRS. CHRISTINE O'NEILL**, 5th Grade Teacher.

MRS. O'NEILL thanked the Council for recognizing these very deserving students who worked very hard and were eager to earn the award. She was very proud of them.

(10:01 - 10:05)

1-1871

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

**RECOGNITION OF THE BISHOP GORMAN HIGH SCHOOL STATE CHAMPION VARSITY
MOCK TRIAL TEAM**

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN REESE gave recognition to the Bishop Gorman High School Varsity Mock Trial Team for taking the State Championship on 3/12/2005 held at the Federal Courthouse in Reno, Nevada. All of the students worked very hard. Two individuals stood out and received special awards for their performance: DIANA DICKINSON - Best Witness Award and RAINA KITT - Best Attorney Award. The team members performed well thanks to the dedication and support they received from MS. SARADA PULLABHOTLA, Bishop Gorman Teacher, and SHARON and BRUCE DICKINSON, Attorneys. The team heads for Nationals in Charlotte, North Carolina, on 5/5-8/2005.

MS. PULLABHOTLA thanked the students for all their hard work. The team will proudly represent the city and state at the National Competition. COUNCILMAN REESE wished them good luck.

(10:05 - 10:11)

1-2056

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT**

☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

ADDITIONAL ANNOUNCEMENTS AND RECOGNITIONS

MOTION:

None required. A presentation was made.

MINUTES:

RECOGNITION OF BOY SCOUT TROOP 117

MAYOR GOODMAN welcomed Boy Scout Troop 117 from Nellis Air Force Base. CINDY LOPEZ, Assistant Scout Master, indicated the Troop members were working on their citizenship in the community merit badges.

(11:15 - 11:18)

2-1368

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

COUNCILMAN MACK requested Item 3 be pulled from the consent agenda for discussion.

JIM DiFIORE, Manager, Business Services, requested Item 56 be heard at this meeting and not held to the 5/4/2005 Council meeting as originally requested.

(10:11 - 10:15)

1-2326

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 February 2, 2005

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.

(10:15 - 10:16)

1-2511

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005**DEPARTMENT: ADMINISTRATIVE SERVICES****DIRECTOR: CHRISTOPHER KNIGHT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of the ratification of Jeanne Maust in a Council support position as a Council Liaison 1 to the Ward 1 office - Ward 1 (Tarkanian)

Fiscal Impact:

☐ No Impact	Amount:	\$63,461.00
☒ Budget Funds Available	Dept./Division:	Mayor/Council
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council. Positions in the Council offices require consistency, an established good rapport with constituents and other City staff, and the utmost in confidentiality. It is important for Council members to be able to establish and maintain a close working relationship with their staff in order to efficiently and effectively represent their Ward so that they can focus on the issues they were elected to address.

RECOMMENDATION:

The City Manager recommends that the City Council ratify the appointment of Jeanne Maust to Councilwoman Tarkanian's Office.

BACKUP DOCUMENTATION:

None

MOTION:

TARKANIAN - APPROVED as recommended - UNANIMOUS

MINUTES:

Under Item 1, COUNCILMAN MACK requested this item be pulled for discussion due to the process that has taken place in this matter, which has raised some questions on the 10th floor and discontent insofar as the liaison's salaries. But some misinformation was disseminated that caused concern amid 10th floor staff, and it was subsequently determined that MS. MAUST'S salary is prudent and adequate. Also, CHRIS KNIGHT and DOUGLAS SELBY briefed everyone, so that there is consistency with the pay scales. Lastly, he noted that maintaining a harmonious relationship among employees and making sure their salaries are in concert is very important. CITY MANAGER SELBY added that the budgeted amount for MS. MAUST includes the benefit package.

COUNCILWOMAN TARKANIAN asserted that she conferred with MR. KNIGHT regarding an adequate salary for MS. MAUST. But added that it might be of benefit to have an informational meeting regarding salaries, because there seems to be a misunderstanding. She thanked MR. KNIGHT for his assistance.

(10:16 - 10:18)

1-2530

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: BUSINESS DEVELOPMENT**DIRECTOR: SCOTT D. ADAMS**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of a Third Amendment to the Operating Agreement between the City of Las Vegas and the Las Vegas Technology Center Owners Association (LVTCOA) extending the agreement 60 days to allow finalization of issues related to transfer of the "Common Areas", located at the intersection of Tenaya Way and Prairie Falcon Road, required by the Operating Agreement approved by the City Council on March 1, 1995, and as amended on February 2, 2000 and November 5, 2003 - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Operating Agreement as amended between the City and the LVTCOA requires the City to transfer the Common Areas to the LVTCOA at the end of the term of the operating agreement by way of a Quit Claim Deed. The LVTCOA has requested an extension of the Operating Agreement to finalize issues related to the transfer. On March 2, 2005, a Second Amendment to the Agreement to extend the Operating Agreement was approved. However, this amendment should have been titled the Third Amendment since a Second Amendment had previously been approved on November 5, 2003.

RECOMMENDATION:

Approve the Third Amendment to the Operating Agreement in place of the approval of the Second Amendment on March 2, 2005, for the Las Vegas Technology Center Common Areas with the LVTCOA.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Third Amendment to the Operating Agreement
3. Disclosure of Principals
4. Site Map

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that the locations involved in Items 6 and 9 are near the Lady Luck Casino, with which his brother-in-law ANDREW DONNER has a contract related to its non-restricted gaming license. The location involved in Item 6 is also in proximity to the Third Street Promenade, or The Block, for which his brother-in-law is a managing partner. His brother STEVEN MACK owns property near the locations involved in Items 8 and 35, and LYNN MOSS,

CITY COUNCIL MEETING OF: APRIL 20, 2005

MOTION - Continued:

his executive assistant, is an unpaid volunteer for the applicant on Item 20. His relatives and MS. MOSS have not approached him regarding any of the aforementioned items, nor did he believe their interests would be impacted; therefore, COUNCILMAN MACK indicated he would be participating.

MINUTES:

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.

(10:18 - 10:21)

1-2628

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: APPROVAL OF A THIRD AMENDMENT TO THE OPERATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

1. On March 1, 1995, the City of Las Vegas and the Las Vegas Technology Center Owners Association (LVTCOA) entered into an Operating Agreement ("Agreement") for the operation and maintenance of the "Common Areas" at the Las Vegas Technology Center (LVTC). The Agreement has a duration of ten (10) years (until March 1, 2005) or until the City no longer holds any property in the LVTC.
2. On February 2, 2000, the First Amendment to the Agreement was approved to reduce the size of the West Common Area to 1.523 acres.
3. On November 5, 2003, the Second Amendment to the Agreement was approved to allow for the sale or transfer of Common Areas in the event that the Fifth Amended Declaration of Covenants, Conditions and Restrictions (Amended CCRs) was duly approved by the owners and first lien holders of the LVTC and recorded with the Clark County Recorder's Office. Subsequently, the owners and first lien holders of the LVTC did not approve the Amended CCRs.
4. In the event the Amended CCRs were not approved by the owners and first lien holders of the LVTC, the Second Amendment stipulated that the City would have within 30 days from the termination date of the Agreement in which to transfer the Common Areas.
5. The specified mechanism of transfer is by Quit Claim Deed.
6. Then on February 14, 2005, LVTCOA requested an extension of the Operating Agreement through April 20, 2005, to finalize issues relating to the transfer of the Common Areas.
7. On March 2, 2005, the City Council approved an amendment titled "Second Amendment to the Operating Agreement" which extended the date of the transfer of the Common Areas; however, the title was in errata and the amendment should have been titled "Third Amendment to the Operating Agreement".

**THIRD AMENDMENT TO THE OPERATING AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION**

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2005, by and between the CITY OF LAS VEGAS (the "City") and LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION (the "LVTCOA").

RECITALS

WHEREAS, on March 1, 1995, the City and the LVTCOA made and entered into an Operating Agreement (Exhibit A), and

WHEREAS, the City and LVTCOA entered into a First Amendment to the Operating Agreement on February 2, 2000 (Exhibit B);

WHEREAS, the City and LVTCOA entered into a Second Amendment to the Operating Agreement on November 5, 2003 (Exhibit C) (the Operating Agreement, First Amendment and Second Amendment shall be collectively referred to as the "OA"); and

WHEREAS, the LVTCOA has requested an extension to the term of the OA to which the City agrees.

NOW, THEREFORE, said parties do hereby agree as follows:

1. The term of the Operating Agreement is extended to May 1, 2005.
2. No Other Amendments. Except as expressly set forth in this Second Amendment, all provisions of the OA shall remain in full force and effect.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pinball 3/29/05
Date

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

By: _____
Steve Swisher, President

Exhibit A

AGREEMENT

This Agreement, made and entered into the 1st day of MARCH, 1995, by the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (herein the "Association").

WITNESSETH:

WHEREAS, each of the parties hereto is committed to ensure that the development of the Las Vegas Technology Center occurs in an aesthetically pleasing and economically sound manner; and

WHEREAS, the City and the Association have established certain common areas within the Las Vegas Technology Center for the common use, enjoyment and benefit of the Association; and

WHEREAS, the City and the Association agree that the maintenance requirements for the common areas and decorative fence are the responsibility of the Association; and

WHEREAS, the maintenance requirements include a variety of activities to be performed on the common area and decorative fence as more fully set forth below; and

WHEREAS, the City agrees to assist the Association in meeting its maintenance obligation of the common areas and decorative fence by paying for a portion of the utility costs to service the common areas.

NOW, THEREFORE, said parties do hereby agree as follows:

I. MAINTENANCE OF THE COMMON AREAS

For the duration of this Agreement, and in consideration for the City paying a portion of the utility costs, the Association agrees to provide as a minimum the maintenance services provided in Exhibit "A" for those areas designated as the "Entry Feature" and the "Open Space" (herein the "Common Areas") and the decorative fence on Exhibit "B", both of which are attached hereto and incorporated herein as a part of this Agreement. Changes to the level of maintenance services in Exhibit "A" may be made provided such changes are made in writing and have the approval of the City Manager for the City. The Association may assign its maintenance obligation under this Agreement and the decorative fence to any contractor approved by the City (which approval shall not be unreasonably withheld); provided, however, such assignment shall not relieve or release the Association from responsibility for maintenance.

II. APPORTIONMENT OF UTILITY COSTS

The parties hereto agree that for the duration of this Agreement the utility costs shall be apportioned between the parties in accordance with Exhibit "C" attached hereto and

incorporated herein as a part of this Agreement. As used herein, "utility costs" refers to the charge or fee imposed by the utility company to provide water, electric or sewer services to the Common Areas of the Las Vegas Technology Center.

III. INSURANCE

The Association agrees to obtain and maintain during the existence of this Agreement, general comprehensive liability insurance for bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000) combined single limit. Prior to the commencement of this Agreement, the Association shall furnish or cause to be furnished to the Agency certificates of insurance or endorsements evidencing the coverage required herein from an insurance company acceptable to the City. The Association will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within thirty (30) calendar days prior to the expiration date of said insurance.

The City, its officers, employees, agents, consultants and volunteers must be expressly covered as insured parties under such insurance. The insurance coverage required herein must provide for a 30-day written notice to the City before any amendments, modifications, suspensions, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

In the event the Association fails to comply with the insurance requirements contained herein, the City shall have the right, in addition to the remedies otherwise available, to procure or reinstate such insurance coverage. In either case, the City shall be entitled, upon 30 days written notice, to collect the cost thereof from the Association.

IV. TRANSFER OF COMMON AREAS

Within thirty (30) days after the expiration of this Agreement, the City agrees to convey, and the Association agrees to accept, all of its right, title and interest in the Common Areas by way of a quitclaim deed given to the Association. The City agrees that the conveyance shall be free of liens, encumbrances or other conditions of record except 1) those of record as of the date of this Agreement, and 2) any that are acceptable to the Association at the time of such conveyance.

V. TERM

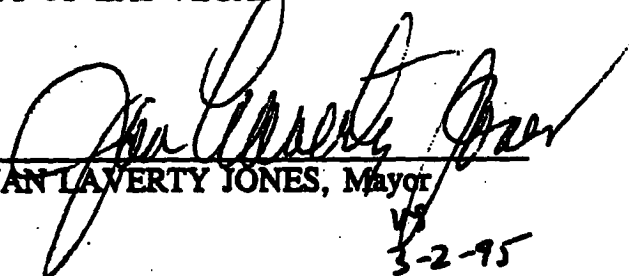
This Agreement shall remain in force and effect for a period of (i) ten (10) years from the date first set forth above, or (ii) the City disposes of all of its ownership interest in the

Las Vegas Technology Center, whichever occurs first.

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

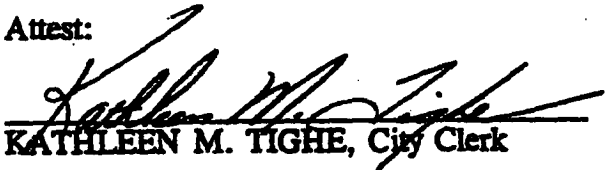
CITY OF LAS VEGAS

By


JAN LAVERTY JONES, Mayor

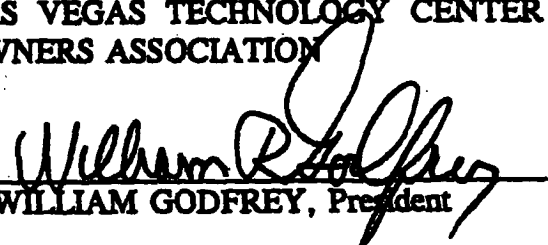
3-2-95

Attest:

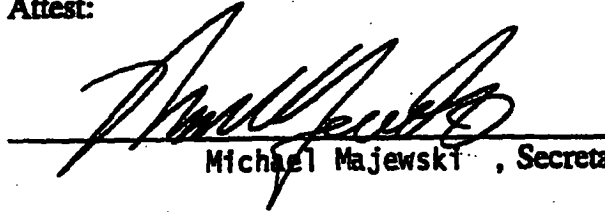

KATHLEEN M. TIGHE, City Clerk

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

By


WILLIAM GODFREY, President

Attest:


Michael Majewski, Secretary

**MAINTENANCE SERVICE AGREEMENT
FOR THE LAS VEGAS TECHNOLOGY CENTER OPEN SPACES
AND ENTRY FEATURES, PHASES II & III**

CLEANING/POLICING GROUNDS

1) Contractor shall remove all foreign material including trash, paper, cans, bottles, leaves, pet fecal, debris, etc. for the areas included in this maintenance service agreement. Each area shall be cleaned on a daily basis, unless otherwise indicated.

2) Contractor shall be responsible for notifying the Owners Association of graffiti problems in the contract areas. Upon notification, the Owners Association shall handle the problem for removal of graffiti.

3) Additional cleaning requirements are addressed throughout this maintenance service agreement.

a) **Parking Lots/Sidewalks:** Contractor shall remove all foreign material including trash, paper, cans, bottles, leaves, pet fecal, debris, etc. from this area on a weekly basis. Parking lots/sidewalks shall be power machined or hand-blown clean of all debris on a weekly basis, or as often as required to appear clean under any circumstance.

b) **Jogging Track:** Jogging track surface shall be hand-blown clean of all debris on a weekly basis, and shall be washed at least once (1) per quarter, or as often as required to appear clean under any circumstance. During the washing operation the Contractor shall inspect the track surface, and notify the Owners Association of any defects or problems which may be occurring.

c) **Canopies/Benches/Picnic Areas:** Picnic canopy areas including tables, benches, receptacles and pads, shall be cleaned on a weekly basis. Maintenance includes but is not limited to washing tables, benches, receptacles, concrete pads and removal of trash debris. Tables, benches and receptacles shall be cleaned with a soft bristle brush using mild-soap and water. After cleaning thoroughly with soap and water apply a liquid bleach for sanitizing.

d) **Signage:** Contractor shall inspect the sign periodically, and notify the Owners Association of any malfunctioning problems or visible sign damage which may be occurring.

e) **Restroom/Amphitheater:** Restroom facility shall be cleaned of trash, litter, and debris three (3) times per week. Concrete floors, walls, and fixtures shall be washed on a weekly basis, or as often as required to appear clean under

any circumstance. After cleaning thoroughly apply a liquid bleach for sanitizing. Contractor shall replenish restroom supplies and material as required. Contractor shall be reimbursed for the restroom supplies at the invoice price plus 25%. Contractor shall notify the Owners Association when any plumbing leaks or other problems occur which require specialized maintenance. Once notification is received indicating a problem, the Owners Association will see that the problem is corrected.

Amphitheater shall be hand-blown clean of trash, litter and debris on a weekly basis, and shall be washed at least once (1) per month, or as often as required to appear clean under any circumstance.

f) **Fitness Area:** Fitness equipment and surface shall be hand-blown clean of all debris on a daily basis, and shall be washed at least once (1) per month, or as often as required to appear clean under any circumstance. Contractor shall inspect the fitness equipment for loose nuts and bolts, missing parts, and in general any problems that may cause potential hazard to users. Contractor shall notify the Owners Association of potential hazards or problems relating to the equipment, so these concerns can be corrected. During the washing operation the Contractor shall inspect the protective surface, and notify the Owners Association of any defects or problems which may be occurring.

MATERIALS

1) All material used under this maintenance service agreement shall be the same or of equal quality as the initial installation, or subject to the approval of the Owners Association.

REIMBURSEMENT

1) In order for the Contractor to receive any and all reimbursements for additional material and labor used in this maintenance service agreement, prior written authorization from the Owners Association shall be received. If prior written authorization is not received, the Contractor shall not be entitled to receive any compensation for material and labor used, except under emergency conditions.

WATERING

1) All trees, lawns, shrubs and ground covers shall receive water through the irrigation system.

2) Irrigation system shall be checked for performance and effective coverage on a weekly basis. All damage to sprinkler heads and lines discovered by the Contractor shall be reported to the Owners Association. Contractor shall be responsible to maintain the system at 100% working order, and to program the controllers for seasonal changes.

- 3) Contractor shall furnish emergency twenty-four (24) hour service when necessary to repair damaged or malfunctioning irrigation system that is causing flooding.
- 4) Damage to the irrigation system caused by the Contractor's activities, or incurred by mowing practices shall be repaired by the Contractor at his expense.
- 5) Damage to the irrigation system due to vandalism, theft, acts of God, or tenant misuse shall be repaired by the Contractor and paid for by the Owners Association. Contractor shall be reimbursed for material used in making repair at the invoice price plus 25%.
- 6) In the event of an extended breakdown of the irrigation system, the Contractor shall operate the system manually at no charge to the Owner Association in order to maintain plant life until the system is returned to operation. Contractor shall be responsible for the health and condition of all plant material affected by the water system shut-down.
- 7) Trim lawn around sprinkler heads as required to maintain efficiency, and adjust sprinkler heads as necessary to maintain proper coverage of landscaped areas with minimum overspray. Overspray onto parking lots, automobiles, or roadways are unacceptable. Overspray onto walkways shall be minimized, and at no time shall the operation of the irrigation system be allowed to create a safety hazard or nuisance.

LAWN MAINTENANCE

- 1) Prior to mowing, lawn areas shall be cleaned and free of all debris, paper, stones, bottles, and miscellaneous litter.
- 2) Mowing of lawn areas shall be conducted in a neat orderly manner, using appropriate equipment which is clean, sharp and well-maintained. All grass clippings are to be picked up and removed from site unless the Contractor is equipped with mulching-mowers.
- 3) All lawn areas shall be mowed at least 4 times a month during the growing season and at lesser intervals during the winter months, but shall appear neat and trim under any circumstance.
- 4) Mow lawn areas when they reach 3" high May through September, 2-1/2" high April and October, and 2" high January through March, and November through December. Raise or reduce mowing heights gradually (1/2" per week).
- 5) All lawn areas shall be dethatched and aerated a minimum of two (2) times per year, in the spring and late summer.
- 6) Edging shall be accomplished when lawns are cut by using a standard power edger. Power edger shall be clean, sharp and well-maintained. Lawns shall be edged

along curbs, jogging tracks, sidewalks, driveways, and parking lots. All grass clippings and debris shall be picked up and removed from site.

7) Trimming shall be accomplished when lawns are cut. Trimming may be accomplished with a power monofilament type trimming machine, or by hand. All grass clippings and debris shall be picked up and removed from site.

8) In order to maintain a healthy green lawn, the Contractor shall apply an approved fertilizer to lawn areas four (4) times a year at no cost to the Owners Association. Additional applications by the Contractor shall be reimbursed for material at the invoice price plus 25%. Prior written authorization for additional applications are required by the Contractor to receive reimbursement.

9) All lawn areas shall be kept weed free. Method of controlling weeds (by hand or chemical) is at Contractor's option.

10) Contractor shall not be responsible for turf loss due to Owners operation of activities, vandalism, disease, or acts of God. Contractor shall be liable for replacement of turf loss through negligence or improper use of fertilizer, careless use of weed controls, lack of water, and damage from equipment operated by his employees.

TREE AND SHRUB MAINTENANCE

1) Trees and shrubs shall be pruned at least twice yearly, (Spring and early Fall) and as required during the year for minor shaping. Major tree pruning (over 12 feet) by the Contractor requires prior approval as to the removal work.

2) Deep root fertilization shall be applied to all trees and shrubs once a year at no cost to the Owners Association. An approved fertilizer shall be used for this application.

3) Contractor shall not be responsible for tree and shrub loss due to the Owners operation of activities, vandalism, frost, storm damage and disease. Contractor shall be liable for the replacement of tree and shrub loss through negligence, improper planting, improper culture, over fertilization, careless use of chemicals, weed controls, or damage from equipment operated by his employees.

4) Replacement of plant material shall be of same species, quality, quantity, and size as initial installation. Contractor shall follow and conform to original planting techniques and methods for plant replacement.

5) Inspect tree stakes at least every three (3) months and after high winds to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Restake and tighten tree stakes as necessary at no cost to the Owners Association. Follow and conform to original staking techniques and methods for restaking. Do not

remove tree stakes without prior approval of the Owners Association.

6) Contractor shall take normal precautions and institute proper procedures for the control of weeds, insects, pests or disease and shall be responsible for all plant loss and damage resulting from improper procedure or the failure to take normal precautions to control weeds, insects, pests or diseases.

7) Native areas shall be kept free of all weeds and grasses. Method of controlling weeds (by hand or chemical) is at Contractor's option. Grass in tree wells shall be properly trimmed back, unless otherwise agreed upon.

8) Decomposed granite in native areas shall be periodically raked and scarified at time of weeding. If granite mulch becomes thin or shallow in areas, the Contractor shall be responsible to replace the granite to recommended depth. Contractor shall receive prior approval as to the work areas needing additional mulch. Contractor shall be reimbursed for material used in making the replacement at the invoice price plus 25%.

9) If chemicals are used for weed control, the Contractor shall be responsible for any and all adverse affects or death of plant material, including soil sterilization, runoff and drift onto adjacent properties. Contractor shall make all repairs or plant replacements due to chemical application at no cost to the Owners Association.

10) Contractor shall control gophers and other pests which burrow, crawl, fly, nest or otherwise reside in the contract areas. It shall be the Contractors responsibility to determine the method of control and to execute action as determined. Pesticides used in the method of control, shall be used in strict conformance with the manufacturer's instructions as they appear on the product label.

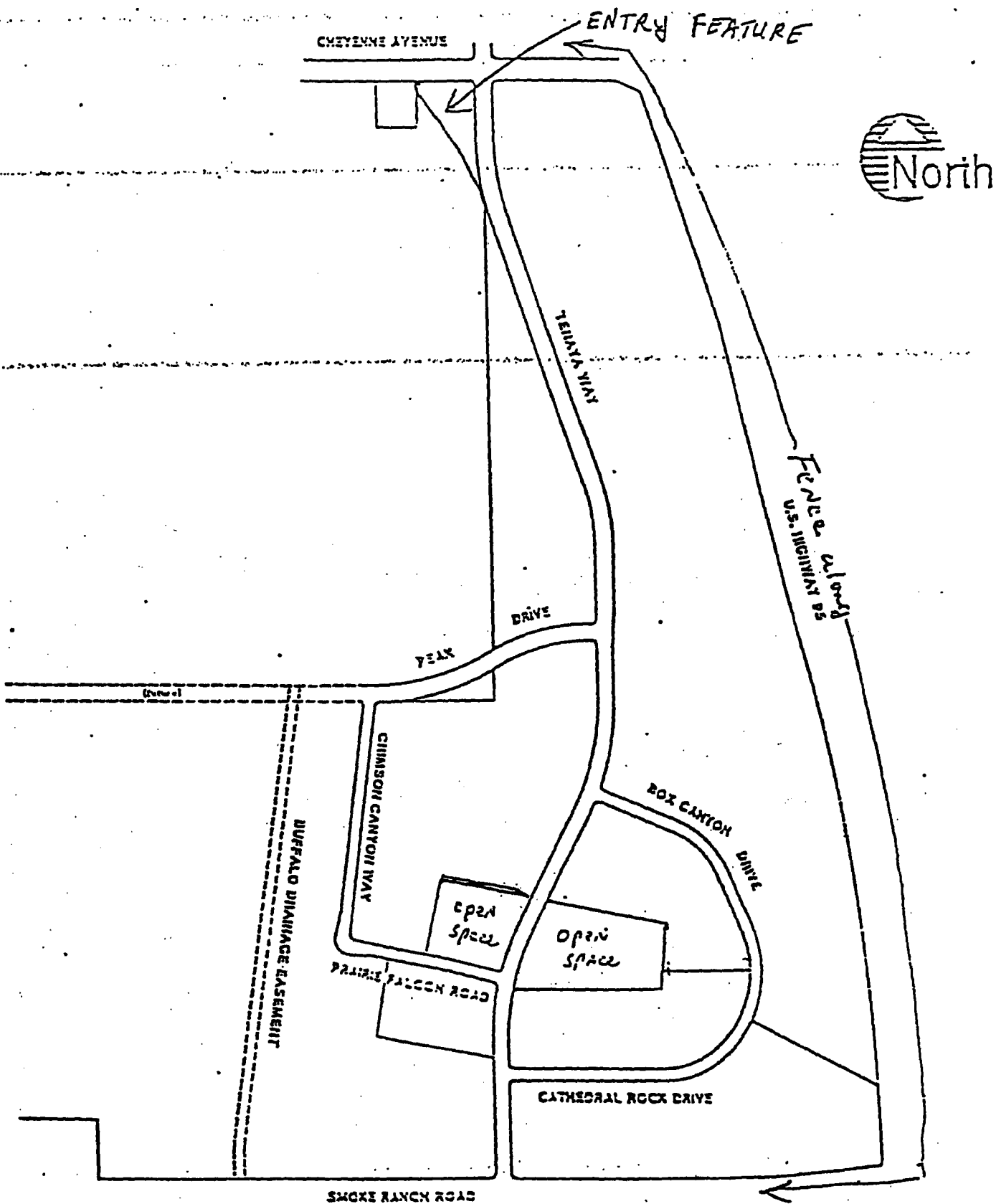
11) All chemicals, herbicides, pesticides, insecticides, and fertilizers to be used shall be registered for use in Nevada and have an Environmental Protection Agency Registration Number.

INSURANCE

1) Contractor shall be required to provide proof of liability insurance for the amount of \$1,000,000.00.

2) Contractor shall be required to provide proof that he is registered with the State of Nevada Industrial Insurance Carrier, along with providing information as to State Contractor's License Number, Federal Tax I.D. Number, Federal Un-employment Number, State Un-employment Number, and City/County Business License Numbers.

LAS VEGAS TECHNOLOGY CENTER



APPORTIONMENT OF UTILITY COSTS
BETWEEN THE CITY OF LAS VEGAS AND THE
LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

<u>Year</u>	<u>City</u>	<u>Association</u>
I	100%	0%
II	90%	10%
III	80%	20%
IV	70%	30%
V	60%	40%
VI	50%	50%
VII	40%	60%
VIII	30%	70%
IX	20%	80%
X	10%	90%
XI	0%	100%

Exhibit B
FIRST AMENDMENT TO AGREEMENT
CITY OF LAS VEGAS
&
LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

This First Amendment, made and entered into the 2nd day of February, 2000, by the City of Las Vegas, a Municipal Corporation of the State of Nevada (here in the "City") and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (here in the "Association").

Witnesseth:

WHEREAS, the City and the Association made and entered into the Agreement (Exhibit A) the first day of March, 1995; and

WHEREAS, each of the parties hereto agree to amend the Agreement (Exhibit A) to reflect a change in the common area and decorative fence to be maintained by the Association and assisted by the City in its maintenance obligation of the common areas and decorative fence; and

WHEREAS, each of the parties hereto agree to amend the Agreement (Exhibit A) by illustration of the change in the common areas and decorative fence within Exhibit B of the Agreement.

NOW, THEREFORE, said parties do hereby agree as follows:

- I. Exhibit B of the Agreement is hereby replaced with Exhibit B attached to this Amendment, which reflects the reduction of the common area in the Las Vegas Technology Center.
- II. All other terms previously agreed between the City and the Association shall remain in force for the duration of the Agreement.

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.....
.....
.....

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

CITY OF LAS VEGAS

By:


OSCAR B. GOODMAN, Mayor

ATTEST:

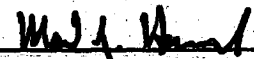

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

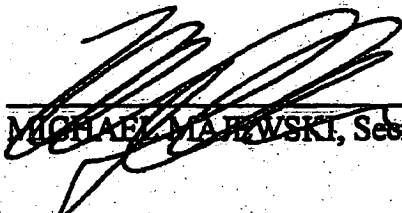
 1-20-00

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

By:


MARK HOWARD, President

ATTEST:


MICHAEL MAROWSKI, Secretary
lvcc02

LAS VEGAS TECHNOLOGY CENTER

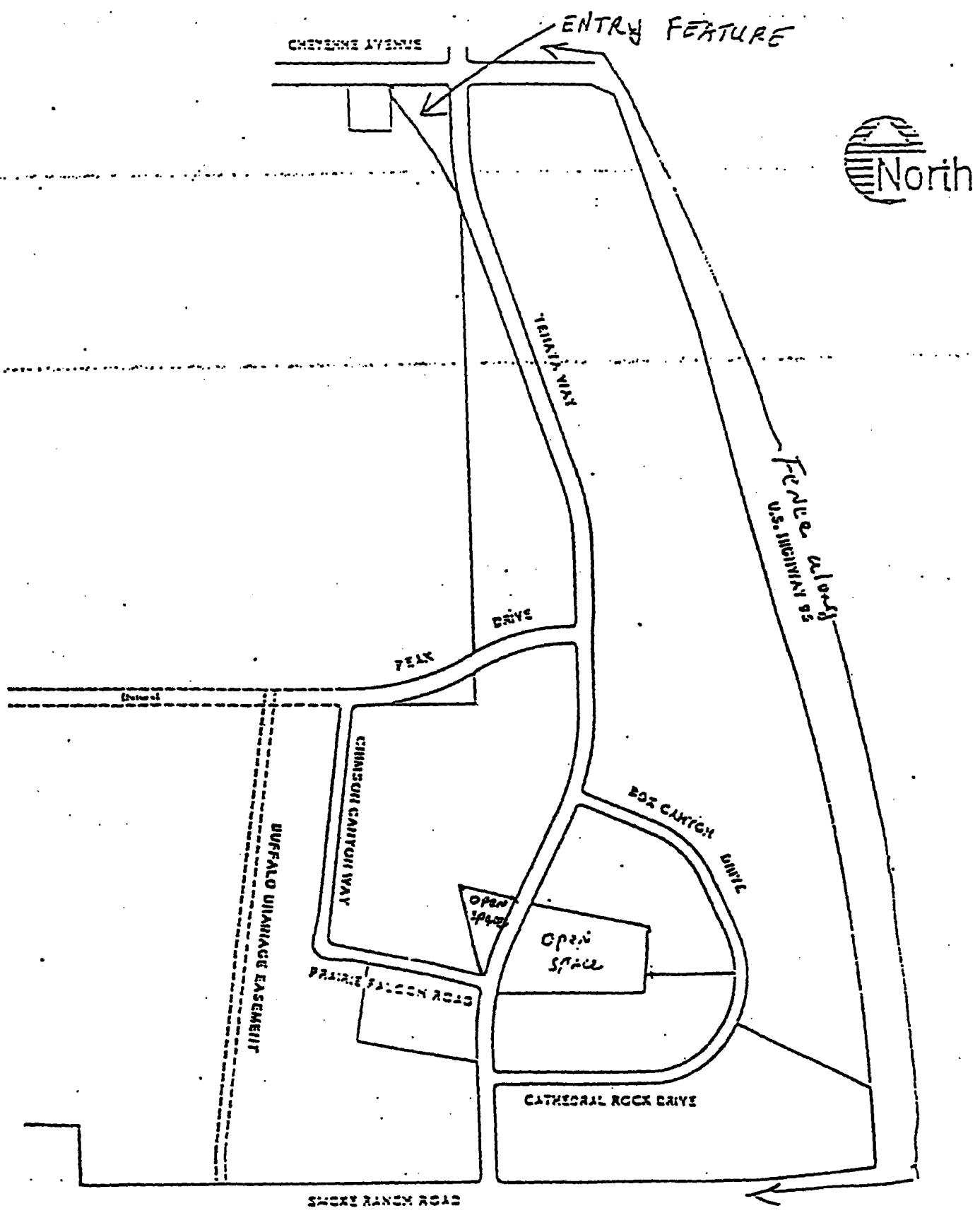


Exhibit C

SECOND AMENDMENT TO AGREEMENT CITY OF LAS VEGAS

&

LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

THIS SECOND AMENDMENT made and entered into the 5 day of November, 2003, by the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City") and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (here in the "Association").

WITNESSETH:

WHEREAS, the City and the Association entered into the Agreement dated March 1, 1995 for maintenance of the Common Areas, apportionment of utility costs, the Association's insurance and eventual transfer of the Common Areas, as more specifically described in the Agreement; and

WHEREAS, the parties hereto entered into the First Amendment To Agreement dated March 2, 2000 to reflect a change in the Common Area and decorative fence; and

WHEREAS, the parties hereto desire to amend the Agreement to change the Common Area and transfer of Common Area; and

NOW, THEREFORE, said parties do hereby agree as follows:

1. Exhibit B of the Agreement is hereby deleted and replaced with Revised Exhibit B-1 attached to this Second Amendment, which shows the reduced Common Area in the Las Vegas Technology Center (LVTC), as permitted by the Fourth Amended Declaration of Covenants, Conditions and Restrictions recorded in Book 20000707, Instrument 01585 in the Clark County Recorder's Office.
2. Section IV. TRANSFER OF COMMON AREAS shall be deleted and the following shall be inserted in its place:

IV. SALE OR TRANSFER OF COMMON AREAS

In the event that a Fifth Amended Declaration of Covenants, Conditions and Restrictions for the LVTC, to remove certain real property as Common Area, is duly approved by the owners and first lien holders of the LVTC and recorded with the Clark County Recorder's Office, said property can be made available for sale and development, provided that the revenues from the sale of said property are allocated and prioritized as follows: (1) to fund the design and construction of traffic improvements by the City in the LVTC, pursuant to the design accepted by the City and the Association, only as funding becomes available to the City from revenues generated from the sale of parcels from said property; (2) to fund the design and construction of park improvements to the Doc Romeo Park, pursuant to the review and approval of the Association, only as funding becomes available to the City from revenues generated from the sale of parcels from said property; and (3) any excess revenues generated by the sale of parcels from said property shall be divided equally with the City and the

Association, with a maximum of two hundred thousand (\$200,000.00) being paid to the Association.

In the event that a Fifth Amended Declaration of Covenants, Conditions and Restrictions for the LVTC, to remove certain real property as Common Area, is not duly approved by the owners and first lien holders of the LVTC, within thirty (30) days after the expiration of this Agreement, the City agrees to convey, and the Association agrees to accept, all of its right, title and interest in the Common Areas by way of a quitclaim deed given to the Association. The City agrees that the conveyance shall be free of liens, encumbrances or other conditions of record except: (1) those of record as of the date of this Agreement; and (2) any that are acceptable to the Association at the time of such conveyance.

3. All other terms in the Agreement previously agreed to between the City and the Association shall remain in full force for the duration of the Agreement.

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

CITY OF LAS VEGAS

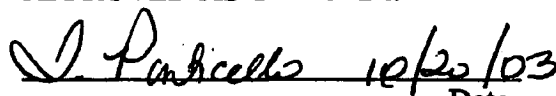
By:


OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

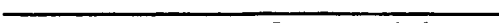

Date

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

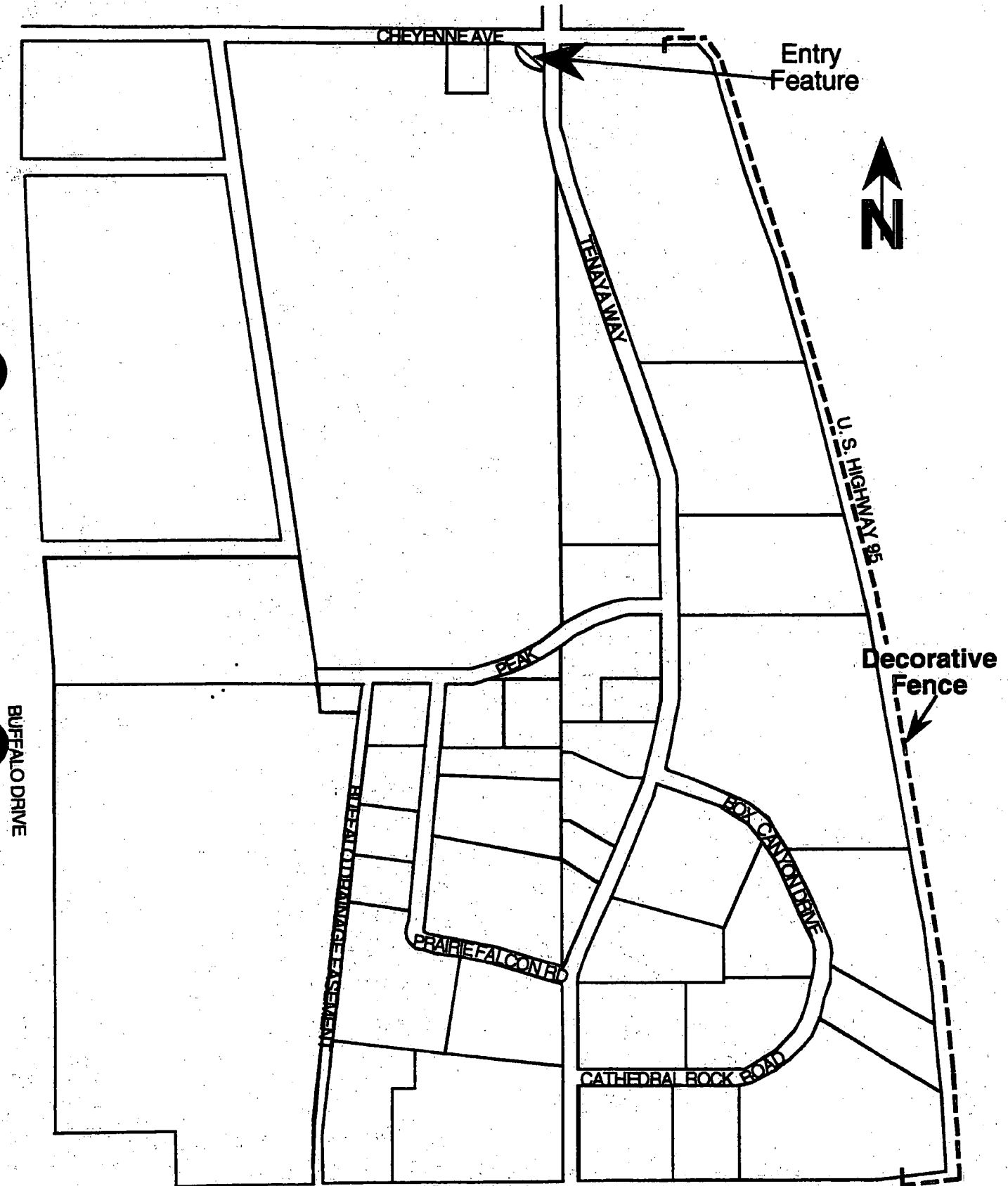
By:


LARRY V. CARROLL, President

ATTEST:


STEVE SWISHER, Secretary/Vice President

LAS VEGAS TECHNOLOGY CENTER



SMOKE RANCH ROAD

Exhibit B-1

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

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

Block 1	Contracting Entity Las Vegas Technology Center Owners Assn.
Name	C/O Schreck Brignone Attn: Leslie Terry Jones
Address	300 S. Fourth Street Suite 1200 Las Vegas, Nevada 89101
Telephone	(702) 382-2101
EIN or DUNS	

Block 2	Description Subject Matter of Contract/Agreement: Las Vegas Technology Center Owners Association Operating Agreement Third Amendment RFP #:

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.	Stepohen L. Swisher – President	300 S. Fourth Street, Suite 1200 Las Vegas, Nevada 89101	(702) 382-2101
2.	Douglas Crook – Secretary/Treasurer	300 S. Fourth Street, Suite 1200 Las Vegas, Nevada 89101	(702) 382-2101
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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~~ _____

Black Box 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

NEARBY 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.

AH1 ll
 Name
 2/17/2005
 Date

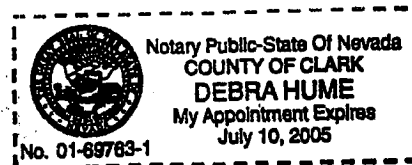
2/17/2007

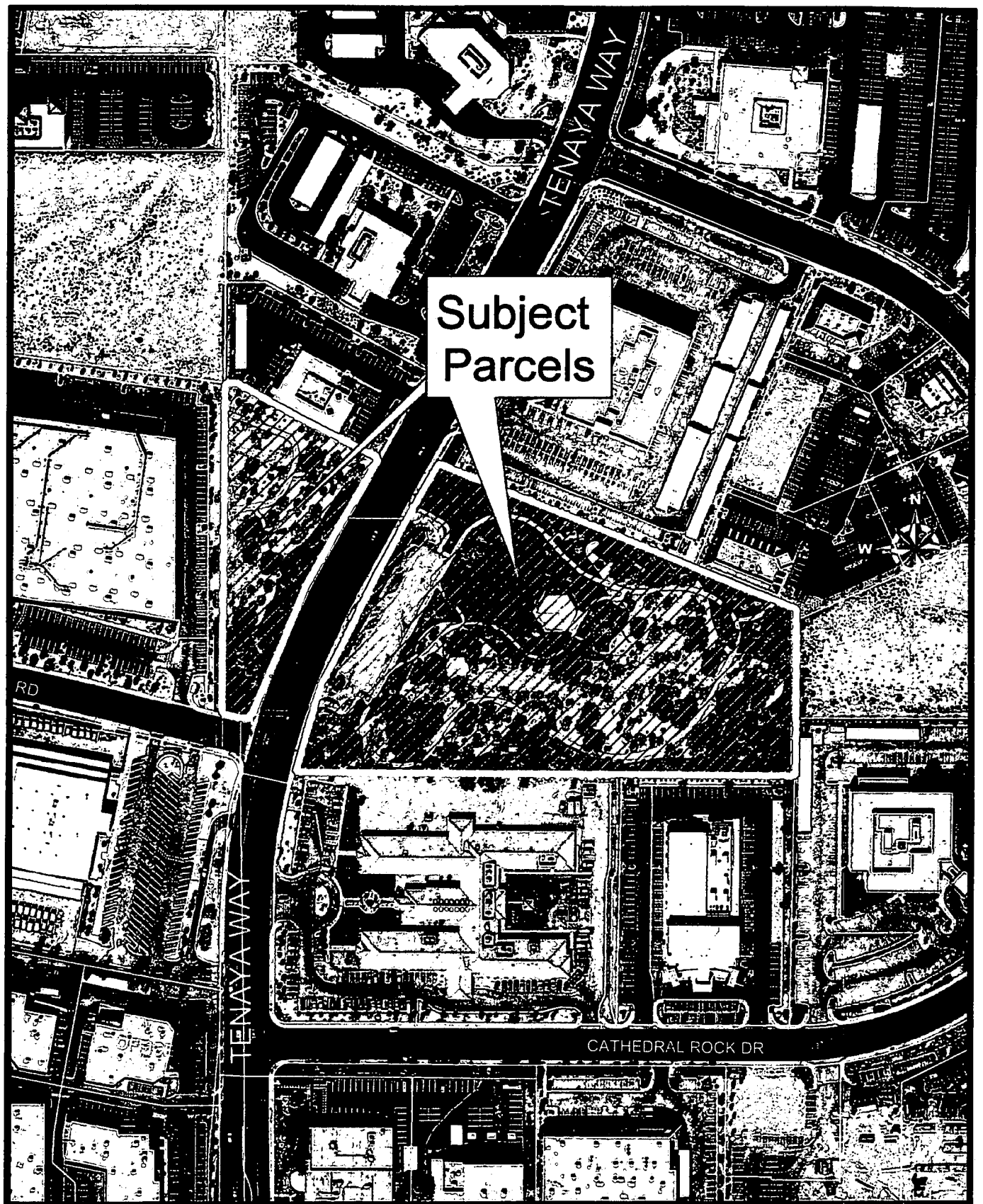
Subscribed and sworn to before me this 17th
day of

February, 2005.

Delma Offner
Notary Public

Notary Public





Site Map

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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:	\$63,366,272.83
☒ 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 03/16/05 - 03/31/05

Total Services and Materials Checks: \$15,497,734.37
Total Services and Materials EFT Payments: \$321,948.78
Total Wire Transfers: \$41,880,190.21
Total Payroll Checks: \$5,666,399.47

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: **APPROVED** under separate action (see individual item)
Items 7 & 13: **ABEYANCE** to 5/4/2005 under separate action (see individual items)
Item 37: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.
(10:18 - 10:21)
1-2628

City of Las Vegas

Summary of Cash Expenditures

For period of 3/16/05-3/31/05

Total Services & Materials Checks :	\$15,497,734.37
Total Services & Materials EFT Payments :	\$321,948.78
Total Wire Transfers:	\$41,880,190.21
Total Payroll Checks:	\$5,666,399.47

Grand Total:	\$63,366,272.83

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.

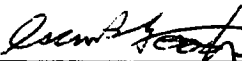


Mark R. Vincent
Director of Finance



Barbara Ronemus
City Clerk

On APRIL 20, 2005, the City Council approved the above cash expenditures,



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for California Hotel & Casino, Location: Main Street Parking Lot, 100 Stewart Avenue, Date: April 29, 30 and May 1, 2005, Type: Special Event Beer/Wine, Event: May Day Lei Day Festival, Responsible Person in Charge: Lane Conley - 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 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the locations involved in Items 6 and 9 are near the Lady Luck Casino, with which his brother-in-law ANDREW DONNER has a contract related to its non-restricted gaming license. The location involved in Item 6 is also in proximity to the Third Street Promenade, or The Block, for which his brother-in-law is a managing partner. His brother STEVEN MACK owns property near the locations involved in Items 8 and 35, and LYNN MOSS, his executive assistant, is an unpaid volunteer for the applicant on Item 20. His relatives and MS. MOSS have not approached him regarding any of the aforementioned items, nor did he believe their interests would be impacted; therefore, COUNCILMAN MACK indicated he would be participating.

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 9 slots, Golamis Ventures, Inc., dba From: Cafe Nicolle, To: Kiss, 4760 West Sahara Avenue, Suite 13, Anthony P. Golamis, Dir, Pres and Marlene E. Golamis, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 1 (Tarkanian)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 9 slots.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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, B & B Investors, Inc., dba El Tequila Club, 1401 North Decatur Boulevard, Suite 6, Burt J. Blum, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the locations involved in Items 6 and 9 are near the Lady Luck Casino, with which his brother-in-law ANDREW DONNER has a contract related to its non-restricted gaming license. The location involved in Item 6 is also in proximity to the Third Street Promenade, or The Block, for which his brother-in-law is a managing partner. His brother STEVEN MACK owns property near the locations involved in Items 8 and 35, and LYNN MOSS, his executive assistant, is an unpaid volunteer for the applicant on Item 20. His relatives and MS. MOSS have not approached him regarding any of the aforementioned items, nor did he believe their interests would be impacted; therefore, COUNCILMAN MACK indicated he would be participating.

MINUTES:

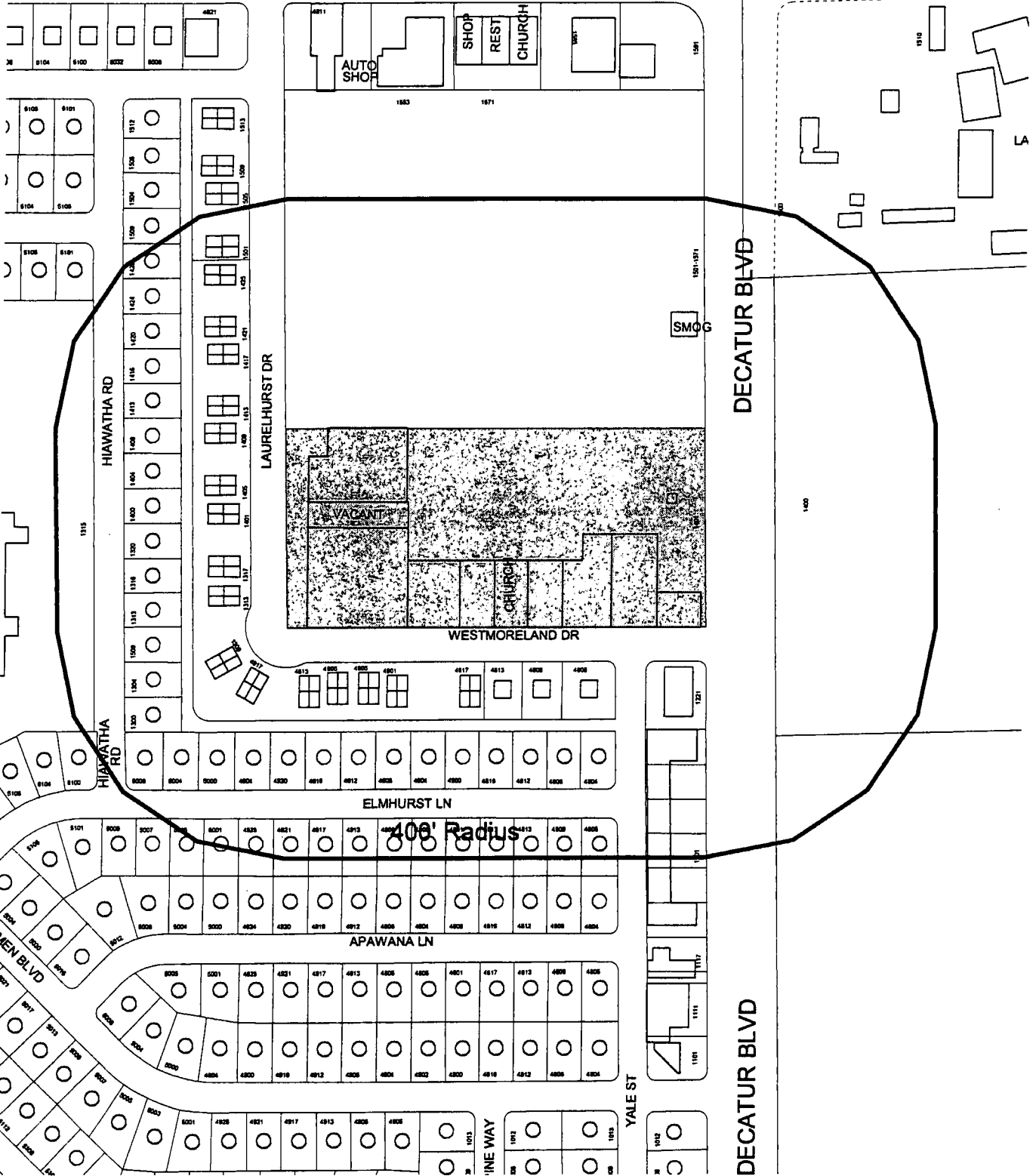
There was no related discussion.

(10:18 - 10:21)

1-2628

EL TEQUILA CLUB

R



0 100 200 Feet



8



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Slot Operator Space Lease Location Restricted Gaming License for 5 slots, United Coin Machine Company, db at 7-Eleven Food Store 27183, 501 Fremont Street - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a Slot Operator Space Lease Location Restricted Gaming License for 5 slots.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the locations involved in Items 6 and 9 are near the Lady Luck Casino, with which his brother-in-law ANDREW DONNER has a contract related to its non-restricted gaming license. The location involved in Item 6 is also in proximity to the Third Street Promenade, or The Block, for which his brother-in-law is a managing partner. His brother STEVEN MACK owns property near the locations involved in Items 8 and 35, and LYNN MOSS, his executive assistant, is an unpaid volunteer for the applicant on Item 20. His relatives and MS. MOSS have not approached him regarding any of the aforementioned items, nor did he believe their interests would be impacted; therefore, COUNCILMAN MACK indicated he would be participating.

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Locksmith License, Steve Phillips, dba Aegis Locking Systems, 809 Langtry Drive, Steve A. Phillips, 100% - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Locksmith License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Location for a Psychic Arts and Science License, Nina Demetro, dba Psychic World, From: 1820 Hassett Avenue, To: 1026 South Main Street, Nina Demetro, 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 Psychic Arts and Science License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: **APPROVED under separate action (see individual item)**

Items 7 & 13: **ABEYANCE to 5/4/2005 under separate action (see individual items)**

Item 37: **STRICKEN under separate action (see individual item)**

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

PSYCHIC WORLD



0 200 400 Feet

11



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Location for a Psychic Arts and Science License subject to the provisions of the fire codes, Susan Paperno, dba Susan Paperno, From: 2620 Regatta Drive, Suites 112 and 113, To: 7313 Calvado Street, Susan R. Paperno, 100% - Ward 2 (Wolfson)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Change of Location for a Psychic Arts and Science License.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Contract No. 050571 for Geodatabase Design Services - Department of Information Technologies -Award recommended to: HANSEN INFORMATION TECHNOLOGIES, INC. (\$164,812 - General Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$164,812.00
☒	Budget Funds Available	Dept./Division:	Information Technologies
☐	Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

This contract will provide for GIS database design services to assist the City in migrating its GIS systems to the latest version of the GIS software and to develop a higher level of integration between the City's GIS and Hansen permit tracking, land management and customer service systems. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), professional services.

PCC: D. Kaplan

POC: Chris Crupi - (480) 503-1397

RECOMMENDATION:

That City Council approve the award of Contract No. 050571 to Hansen Information Technologies, Inc. in the amount of \$164,812. Authority to execute Contract is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate of Disclosure of Ownership/Principals

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

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: HANSEN INFORMATION TECHNOLOGIES, INC.	
Address: 11092 SUN CENTER DRIVE RANCHO CORDOVA, CA 95670	
Telephone: (916) 921-0883 (800) 821-9316	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement	
Geodatabase Design 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.	Charles A Hansen* (90%) Chairman/CEO/President	Hansen Information Technologies Inc. 11092 Sun Center Drive Rancho Cordova, CA 95670	(916) 921-0883, extension 3500
2.	Marie Hansen Family Trust* (10%)	3601 Arden Creek Road Sacramento, CA 95825	(916) 481-2922
	* 100% voting held by Charles Hansen		

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

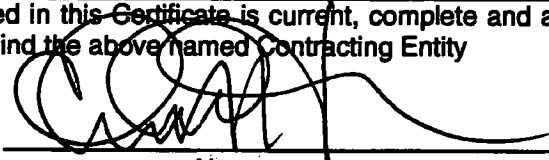
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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



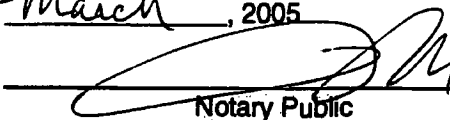


 Name
 3-24-05

 Date

Subscribed and sworn to before me this 24 day of

March, 2005



 Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Contract No. 050521, Business Plan for a Regional Public Safety and Training Facility - Department of Fire and Rescue - Award recommended to: INTERACT BUSINESS GROUP CORPORATION (\$60,500 - General Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$60,500.00
☒ Budget Funds Available	Dept./Division:	Fire and Rescue
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The contract provides for the development of a business plan to assist the City in investigating the opportunity and feasibility to design, build and operate a regional public safety and training facility. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), professional services.

PCC: C. White

POC: Bill Booth - (949) 588-1346

RECOMMENDATION:

That the City Council approve award of Contract No.050521 for development of a business plan for a regional public safety and training facility, in the amount of \$60,500. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

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
Interact Group
Name
23591 El Toro Rd #178
Address
Lake Forest CA 92630
Telephone
949-588-1346
EIN or DUNS
33-0952193

Block 2 Description
Contract No. 050521 Business Plan for Training Facility

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

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	William Booth	23591 El Toro Rd #178	949-588-1346
2.		Lake Forest CA 92630	
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

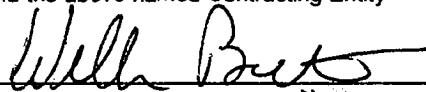
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Name of Attached Document: _____

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
 3-30-05

 Date

Subscribed and sworn to before me this 30th day of

march, 2005

Milla Ismailova

Notary Public





AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of revision to purchase order 221171 for an annual requirements contract for Sport Clothing and T-Shirts - Department of Leisure Services - Award to: THE LOGO SHOPPE, INC. (\$55,000 - General Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$55,000.00
☒ Budget Funds Available	Dept./Division:	Leisure Services
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

On February 4, 2004, City Council approved the award of a purchase order to The Logo Shoppe Inc. for clothing and T-shirts in accordance with Bid Number 030189-CW in the amount of \$70,000 through June 30, 2005. Per Resolution R-88-2004 the Purchasing and Contracts Manager approved an annual increase of \$25,000. This purchase order revision adds funding due to the unforeseen requirements of Corporate Challenge, Staff Uniform Shirts for Safekey, Neighborhood Services, Detention, Fire Services and the Centennial celebration.

PCC: T. Boyce

POC: Joan Chase - (702) 255-2424

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 221171 to THE LOGO SHOPPE, INC in the amount of \$55,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Agreement No. 050579 for eTime Card Consulting Services - Department of Information Technologies - Award recommended to: LINK TECH, LLC dba LINK TECHNOLOGIES (\$28,100 - General Fund)

Fiscal Impact:

☐ No Impact	Amount: \$28,100.00
☒ Budget Funds Available	Dept./Division: Information Technologies
☐ Augmentation Required	Funding Source: General Fund

PURPOSE/BACKGROUND:

This contract will provide consulting services to identify issues and problems as well as recommend corrective actions with the City's eTime Card program. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), professional services.

PCC: D. Kaplan

POC: Debbie Banko - (702) 233-8703

RECOMMENDATION:

That City Council approve the award of Agreement No. 050579 to Link Tech, LLC dba Link Technologies in the amount of \$28,100. Authority to execute Agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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2. Policy

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3. Instructions

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Block 1 Contracting Entity
Name <u>LINK TEL, LLC dba LINK TECHNOLOGIES</u>
Address <u>9500 HILLWOOD SUITE 112 LAS VEGAS, NV 89134</u>
Telephone <u>702-233-8703</u>
EIN or DUNS <u>68-0510468</u>

Block 2 Description
Subject Matter of Contract/Agreement <u>ETime Card Consulting Services</u>
<u>DELPHI programmer/analyst</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.	Debra Banko	9500 Hillwood Suite 112	702-233-8703
2.	MANAGING MEMBER	LV, NV 89134	(MAJORITY OWNER)
3.	EDWARD HARRISON	9500 Hillwood Suite 112	702-233-8703
4.	DIRECTOR OF FINANCE	LV, NV 89134	
5.	LINDSAY BANKO	9500 Hillwood Suite 112	702-233-8703
6.	PROJECT MANAGER/RECRUITER	LV, NV 89134	
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: _____

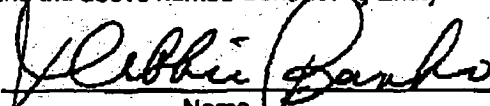
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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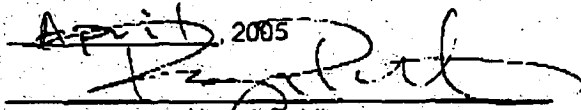
Name of Attached Document: _____

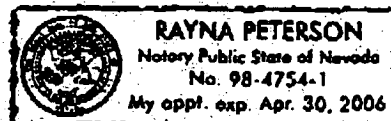
Date of Attached Document: _____ Number of Pages: _____

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
 4/4/05
 Date

Subscribed and sworn to before me this 4 day of


 April 2005
 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Executive Construction Management, LLC for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects - Department of Finance and Business Services

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This item is to request approval to add Executive Construction Management, LLC to the Qualified Contractors List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects.

RECOMMENDATION:

That the City Council approve Executive Construction Management, LLC for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of issuance of a purchase order for a Digital Voice Recorder System with Related Services - Department of Fire and Rescue - Award recommended to: CVDS INC. (\$104,687 - Fire Services Capital Projects Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$104,687.00
☒ Budget Funds Available	Dept./Division:	Fire and Rescue
☐ Augmentation Required	Funding Source:	Fire Services CPF

PURPOSE/BACKGROUND:

This purchase order provides for the installation, training and technical support of a new Digital Voice Recorder System for the Fire and Rescue Department. The System will record all incoming calls to the Communication Center, to include emergency medical calls. A portion of it will be paid by Clark County (50%) and the City of North Las Vegas (8.48%). Cost to City of Las Vegas will be (41.52%) or \$43,466. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), software for computers and 332.115.1(g), hardware and associated peripheral equipment and devices for computers.

PCC: D. Kaplan

POC: Brian Berkovits - (011) - 1 - (514) 426-7879

RECOMMENDATION:

That City Council approve the issuance of a purchase order to CVDS Inc. in the amount of \$104,687 with two (2) one year annual renewals for maintenance estimated at \$10,685 per year.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of revision to purchase order 220696 for an annual requirements contract for Miscellaneous Bulk Chemicals - Department of Public Works - Award to: KEMIRON COMPANY (\$140,000 - Sanitation Enterprise Fund)

Fiscal Impact:

☐ No Impact	Amount: \$140,000.00
☒ Budget Funds Available	Dept./Division: Public Works/Environmental
☐ Augmentation Required	Funding Source: Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

On October 20, 1999, City Council approved the award of a purchase order to Kemiron Company for miscellaneous chemicals in accordance with Bid Number 000027. This purchase order revision is needed to extend this contract to allow sufficient time to rebid.

PCC: K. Falline

POC: Roderick Abinet - (480) 288-1588

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 220696 to Kemiron Company in the amount of \$140,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005**DEPARTMENT: FIRE & RESCUE****DIRECTOR: DAVID WASHINGTON**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of a contract renewal between the City of Las Vegas and the Trauma Intervention Programs, Inc. (\$46,884 - General Fund) All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$46,884.00
☒ Budget Funds Available	Dept./Division:	Fire/Rescue - Suppression Div.
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The Trauma Intervention Programs, Inc. (TIP) uses citizen volunteers to provide emotional and practical support to victims of traumatic events. Since this contract has been in place with the City since March 1, 1994, TIP continues to respond to all emergency incidents when requested by fire department personnel. TIP administers the entire program including recruiting, training, and the supervision of all personnel. The contract could be cancelled at any time with proper notification. This contract is effective July 1, 2005.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Agreement between City of Las Vegas and Trauma Intervention Programs, Inc.

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the locations involved in Items 6 and 9 are near the Lady Luck Casino, with which his brother-in-law ANDREW DONNER has a contract related to its non-restricted gaming license. The location involved in Item 6 is also in proximity to the Third Street Promenade, or The Block, for which his brother-in-law is a managing partner. His brother STEVEN MACK owns property near the locations involved in Items 8 and 35, and LYNN MOSS, his executive assistant, is an unpaid volunteer for the applicant on Item 20. His relatives and MS. MOSS have not approached him regarding any of the aforementioned items, nor did he believe their interests would be impacted; therefore, COUNCILMAN MACK indicated he would be participating.

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

**AGREEMENT BETWEEN CITY OF LAS VEGAS
AND
TRAUMA INTERVENTION PROGRAMS, INC.**

THIS AGREEMENT is made and entered into this 20th of April, 2005, but effective as of the 1st day of July, 2005, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "City", and Trauma Intervention Programs, Inc., hereinafter referred to as "TIP".

WITNESSETH:

WHEREAS, the City is desirous of TIP providing a range of emotional and practical support services to victims of traumatic events and their families; and

WHEREAS, victims of traumatic events sometimes require assistance in making arrangements for shelter, food, transportation and receiving necessary information and referral services; and

WHEREAS, TIP is a contractor which has the ability to provide such services; and

WHEREAS, the parties wish to enter into an agreement whereby TIP will furnish such services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SERVICES AND DUTIES

(a) TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

(b) TIP or TIP's employees and/or volunteers shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of said equipment and vehicles.

(c) TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.

(d) Upon request of or referral by the City, or as otherwise agreed upon, TIP personnel shall provide on-scene emotional and practical support to the victims of traumatic events and their family members (hereinafter "clients"). Said emotional and practical support services shall include but shall not be limited to providing on-scene emotional support to clients; making necessary telephone calls; making arrangements for clean-up services; notifying family, friends and others; referring to follow-up services;

providing information and referral services; performing one follow-up contact to verify the client's welfare.

- (e) TIP shall comply with all applicable local, state or federal laws or regulations.

2. COMPENSATION FOR SERVICES

The City agrees to pay TIP a maximum amount of \$46,884.00 for the services to be performed hereunder. The City agrees to pay annually, in advance, unless some other method of payment is mutually agreed to in writing.

3. INDEPENDENT CONTRACTOR

In the performance of the obligations under this Agreement, it is understood and agreed that TIP is at all times acting and performing services as an independent contractor, and the City shall exercise no control or direction over the manner and means by which TIP performs its obligations under this contract, except as herein stated. All persons employed by or volunteering for TIP in the performance of TIP's services and functions shall be considered employees, volunteers and agents of TIP and no person employed by or volunteering for TIP shall be entitled to any City pension, civil service, or any status or right, nor shall he or she be deemed to be a City employee as a result of this Agreement. Additionally, all persons employed by or volunteering for TIP shall not represent themselves to be affiliated with the City of Las Vegas.

4. INDEMNIFICATION

TIP promises and agrees to defend, protect, indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of TIP or TIP's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by TIP or TIP's employees, volunteers, agents or contractors.

5. PROPRIETARY RIGHTS

(a) The Contractor is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trade names and/or trademarks "Trauma Intervention Programs," "TIP, Inc." and "TIP" and all other trademarks and service marks used in connection with the TIP Program, including but not limited to all those trademarks, service marks, slogans, logos and rights residing in the banners, brochures, business cards and letterheads by which groups licensed to adopt and use said names and marks and products therefrom are known and identified (collectively, "Proprietary Marks and Indicia").

(b) The Contractor is the sole and exclusive owner of all materials used to operate the TIP Program in the City of Las Vegas. These materials include but are not limited

to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the City agrees to immediately return all manuals and materials to the Contractor.

6. INSURANCE

(a) TIP shall secure and maintain throughout the contract period, and any extensions thereof, professional liability insurance, public liability insurance, property damage and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. The insurance coverages mentioned herein shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Each policy shall be for not less than \$1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for any one occurrence, and \$1,000,000 for property damage, and shall be placed with a company authorized to conduct business in the State of Nevada. The City shall be named as an Additional Insured on all policies and/or certificates of insurance. Copies of all policies or certificates shall provide for thirty (30) days written notice to the City prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the City or by the City's insurance carriers. The contractor shall provide written proof of all insurance coverage required herein within ten (10) days after the parties have signed this agreement.

The amount of such insurance shall not be deemed a limitation of TIP's agreement to save and hold the City harmless and if the City becomes liable for an amount in excess of the insurance, TIP will save and hold the City harmless from the whole thereof.

The City reserves the right to increase the amounts of insurance coverage described hereinbefore, and to require any additional riders and provision in said policies or certificates as shall be considered necessary by the City Attorney of the City and/or the City Manager of the City consistent with the terms and conditions of this contract. TIP shall comply with said increase or other change within thirty (30) days after notice from the City.

(b) Workers' Compensation. TIP shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of Nevada. A certificate evidencing such coverage shall be filed with the City Manager's Office. Said certificate shall provide that the City will be given at least thirty (30) days written notice prior to cancellation.

7. TERMINATION

(a) For Cause. If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then the offending party will be in breach and the

party providing such notice may terminate this Agreement immediately thereafter.

(b) Without Cause. Either party at any time may terminate this Agreement without cause upon the giving of forty-five (45) days prior written notice to the other of such intent to terminate at the address set out in Section 9 of this Agreement.

(c) Reimbursement of Compensation. If this Agreement is terminated prior to the end of the term specific in Section 8, TIP shall reimburse the City a pro rata amount of the any compensation paid in advance.

8. TERM

This Agreement shall continue through the 30th day of June 2006 unless earlier terminated in accordance with Section 7.

9. NOTICES

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

City: City Manager
 City of Las Vegas
 400 E. Stewart
 Las Vegas, NV 89101

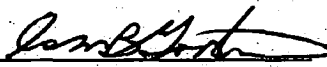
TIP: Trauma Intervention Programs, Inc.
 1420 Phillips Street
 Vista, CA 92083

10. **ASSIGNMENT / AMENDMENT/ ENTIRE AGREEMENT/ NO CONTINUING
WAIVER**

This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding upon TIP and their successors and assignees. Except as otherwise provided herein, TIP shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the City. Any such assignment shall, at the option of the City, immediately void this Agreement.

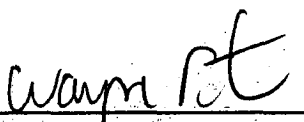
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the day and year first above written.

CITY OF LAS VEGAS

By: 
Mayor

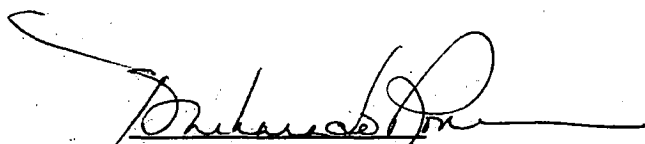
Date: 4/29/05

TRAUMA INTERVENTION PROGRAMS, INC.

By: 
President

Date: 4-13-05

Attest:


City Clerk

APPROVED AS TO FORM:
 4/1/05
Notary

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID WASHINGTON

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a contract renewal between the City of Las Vegas and the Firefighters Involved in Racing for Education Company, Inc. - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Fire Engineer Andy Lewis has established Firefighters Involved in Racing for Education (F.I.R.E.) to promote a motorcycle drag racing program to further fire safety and drug education in the community. The agreement allows his corporation to use the Fire Department name and logo with their community education efforts, but with very strict guidelines at no cost to the City.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Agreement to Authorize Use of Fire Department Name and Logo

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGREEMENT TO AUTHORIZE USE OF FIRE DEPARTMENT NAME AND LOGO

THIS AGREEMENT TO AUTHORIZE USE OF FIRE DEPARTMENT NAME AND LOGO (hereinafter "Agreement") is made and entered into on this 20th day of April, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter the "City") on behalf of the City's Department of Fire and Rescue (hereinafter "Fire Department") and the Firefighters Involved in Racing for Education Company, Inc. (hereinafter "Corporation"), a Nevada nonprofit corporation. The City and the Corporation may sometimes also be collectively referred to as "parties" or individually as "party" in this Agreement.

WITNESSETH:

WHEREAS, the Corporation would like to use the Fire Department name and logo to promote a motorcycle drag racing program to further fire safety and drug education in the community; and

WHEREAS, Firefighter Andrew Lewis has established the Corporation to facilitate the fire education and drug awareness program(s); and

WHEREAS, the funding for the Corporation will come exclusively from private donations and sponsors of the fire and drug education program(s); and

WHEREAS, the Fire Department is agreeable, subject to the limitations of this Agreement, to allow the Corporation to use its name and logo for the fire and drug education purposes set forth herein; and

WHEREAS, the parties would like to formalize their respective rights and responsibilities for the use of the Fire Department name and logo for fire and drug educational purposes in the motorcycle drag racing program;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises that are contained herein and for other good and sufficient consideration, the receipt and sufficiency

of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

SECTION I. GENERAL PROVISIONS

(A) **RESPONSIBILITIES.** The Corporation is provided hereby with the authority to use the Fire Department name and logo on behalf of the fire and drug education program(s) conducted by the Corporation. The Fire Department name and logo may be used in all written fire and drug education material for adults and children. In addition, the name and logo may be used on the drag motorcycle and any trailers or other equipment associated therewith.

The Corporation is permitted to use the Fire Department's name and logo only if: 1) it will be used as set forth in this Agreement; 2) it will not be used to identify, advertise or sell any products; and 3) the Corporation will not permit anyone else to exercise or use any of the rights or privileges granted to it under this Agreement. The Corporation will not claim any right, title or interest in or to the Fire Department's name or logo.

Mr. Lewis shall be responsible to coordinate his motorcycle and drag racing schedule with the Fire Department such that the events do not conflict with regular work schedules. Furthermore, Mr. Lewis must comply with the following guidelines to ensure consistency in support:

- (1) Mr. Lewis must secure authorization from the Fire Department through the chain of command for each specific event;
- (2) Mr. Lewis shall be provided with time off to participate in the competitive events if minimum staffing requirements are met and will be carried as "special assignment" on the daily activity report;
- (3) Mr. Lewis shall be responsible for all registration fees, air fare, per diem, hotel expenses, gas, insurance or any other costs associated with the drag motorcycle, equipment and fire and drug educational materials or program(s).

(B) **OWNERSHIP/CARE.** The City shall have no financial interest or

responsibility for any of the vehicles, equipment, written material, advertisements or fire/drug education program(s) conducted by the Corporation. The Corporation shall also be responsible to keep and maintain the drag motorcycle and all equipment associated therewith in top quality condition. In addition, all written material provided and distributed by the Corporation shall be in good taste and shall not be offensive or in any way bring public disrepute, contempt, slander, ridicule or reflect unfavorably on the City of Las Vegas and/or the Fire Department. If any of these things occur, the City reserves the right to immediately terminate this Agreement.

The Fire Department specifically reserves the right to review and approve the use of its name and logo on any and all education materials, vehicles, equipment or any other thing used by the Corporation to further its goals. Furthermore, the parties agree that the Fire Department shall have the final authority to accept or reject any specific use of its name and logo. The Corporation is expressly prohibited from selling any materials, goods, products or any other thing with the endorsement or use of the Fire Department name or logo.

The Corporation will mark all uses of the Fire Department name and logo and all signs and other advertising in the appropriate instances with the letter "R" with a circle around it to protect the City's rights in its right to regulate the use of the Fire Department name and logo. The Corporation shall also be required to use the following statement on all fire and drug education written materials, advertising, vehicles and equipment:

Use of the Department of Fire and Rescue's name and logo is with the permission, but not the endorsement, of the City of Las Vegas.

(C) COMPENSATION. Mr. Lewis will receive no compensation as part of this Agreement and will receive no additional compensation of any kind for participating or operating the motorcycle racing fire and drug education program(s). In addition, Mr. Lewis shall coordinate and schedule all of his promotional and/or educational appearances outside of his regular work

schedule and he will need to request and receive approval through normal Fire Department procedures before committing to appear at any event.

SECTION II. MISCELLANEOUS PROVISIONS

(A) INSURANCE. The Corporation shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

Comprehensive general liability (bodily injury and property damage) insurance for the Corporation for the motorcycle drag racing or any other fire and drug educational work performed using the Fire Department's name and logo in a policy limit amount of not less than one million dollars. The insurance policy shall name the City as an insured and shall provide that the City will be given thirty (30) days prior written notice of any cancellation of, or material change, in the insurance policy. The certificates and endorsements for the insurance policy shall be signed by a person authorized by the insurer and licensed by the State of Nevada. All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insurance retention may exceed one thousand dollars without the express written approval of the City. A certificate of insurance indicating that the policy is in effect shall be delivered to the City before work is begun under this Agreement. If the Corporation is underwritten on a claims made basis, the retroactive date shall be prior to or coincidence with the date of this Agreement and the certificate of insurance shall state that coverage is claims made and the retroactive date. The Corporation shall annually provide a certificate of insurance to the manager of the City's Insurance Service Division and shall maintain the insurance coverage for the duration of this Agreement.

(B) INDEMNIFICATION. Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, the Corporation shall protect, indemnify, defend and hold harmless the City from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney's fees and court costs resulting from, or arising out of, Mr. Lewis' or

the Corporation's intentional or negligent acts or omissions in performance of the motorcycle drag racing or any other fire and drug educational work performed using the Fire Department's name and logo.

(C) DURATION. This Agreement shall become effective on the date first above written. It shall continue in full force and effect for two (2) years from the effective date hereof and may continue thereafter upon the mutual written agreement of the parties sixty (60) days prior to the expiration date.

(D) TERMINATION. This Agreement may be terminated with or without cause by the City upon prior written notice provided to the Corporation at least thirty (30) days prior to the effective date of the proposed termination. If the Corporation defaults in the performance of, or in the compliance with any of the terms, conditions or covenants contained in this Agreement, then such default must be cured to the City's satisfaction within ten (10) days after the notice of such default. If the default is not timely cured, the City shall have the right to immediately terminate this Agreement by written notice as set forth above.

If the Fire Department's name or logo is used in any sign, advertising or in any other manner by the Corporation in promoting the fire and drug education program(s), they will, upon termination of this Agreement, immediately discontinue, at its own expense, all such use and display of the name and logo. Thereafter, neither the Corporation will not use, either directly nor indirectly, the Fire Department name or logo or any other marks so resembling the Fire Department name or logo that would be likely to cause confusion or mistake or deceive the public.

Upon the termination of this Agreement for whatever cause, the Corporation shall promptly, at its expense, make whatever changes may be necessary in any signs, advertising and promotional material in order to comply with the provisions of this Section. If the Corporation fails to perform in accordance with the provisions in this Section within ten (10) days of the termination

of this Agreement, the City reserves the right, in protecting the Fire Department's name and logo, to enter the premises and, without notice, perform the required alterations at the expense of the Corporation.

The Corporation agrees that the City shall be entitled to injunctive and equitable relief for any violation of this Agreement and it also agrees to pay all costs and expenses including reasonable attorney fees, incurred by the City and enforcing any part of this Agreement, as a result of their violation of or default and performance of, this Agreement.

(E) ASSIGNMENT. The parties each bind themselves and their partners, successors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. However, neither party shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party.

(F) WAIVER. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by each party. The failure of the City to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to effect the validity of any part of this Agreement, or to effect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

(G) GOVERNING LAW. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for a enforcement of any provision of this Agreement shall be instituted in the Eighth Judicial District Court, Clark County, Nevada unless otherwise agreed to by the parties.

(H) MODIFICATION/AMENDMENT. This Agreement may not be modified or

amended except by express written agreement of the parties and duly authorized by the appropriate representatives for each party hereto. Any other attempt to modify or amend this Agreement shall have no force or effect and may not be relied upon by either party.

(I) NOTICE. Any time that notice must be given to a party concerning any provision of this Agreement, it shall be deemed delivered when deposited, certified mail, return receipt requested, postage prepaid, in the U.S. mail, or when personally served on the appropriate party as follows:

CITY OF LAS VEGAS:
David L. Washington
Fire Chief
500 North Casino Center Boulevard
Las Vegas, Nevada 89101

CORPORATION:
Andrew Lewis
President
7910 Gillespie Street
Las Vegas, Nevada 89123

(J) NO INTENT TO BENEFIT NON-PARTIES. No party to this Agreement intends: (1) to benefit any person who is not named as a party to this Agreement; (2) to assume any special duty to supervise the operations of another party; (3) to provide for the safety of any specific person; or (4) to assume any other duty other than that imposed by general law.

(K) ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties and any other prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated herein.

(L) HEADINGS. The title and section headings to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

(M) SEVERABILITY. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though the invalid, illegal or unenforceable provision were not contained

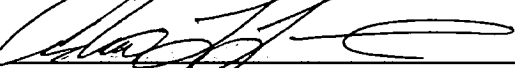
herein. However, the parties agree to negotiate and substitute a valid provision which closely approximates the intended performance and economic purpose of any invalid, illegal or unenforceable provision.

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

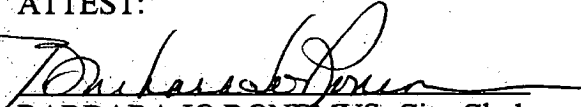
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor
"City"

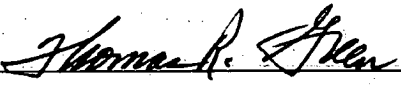
FIREFIGHTERS INVOLVED IN RACING
FOR EDUCATION COMPANY, INC.

By 
ANDREW LEWIS, President
"Mr. Lewis"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 3/19/05
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005**DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: ORLANDO SANCHEZ**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of an additional \$4,000 of HOME Investment Partnership Program (HOME) funds to complete housing rehabilitation activities at 1701 Loch Lomond Way, Stella Butterfield, owner - Ward 1 (Tarkanian)

Fiscal Impact:

☐ No Impact	Amount: \$4,000.00
☒ Budget Funds Available	Dept./Division: Neigh. Svcs./Neigh. Devel.
☐ Augmentation Required	Funding Source: HOME

PURPOSE/BACKGROUND:

Ms. Butterfield was approved for \$26,000 of HOME funds for the rehabilitation of her home by City Council on March 2, 2005. During the course of construction, bathroom tile containing high levels of lead were discovered and need to be removed. All door and window pockets are far out of alignment and require extensive carpentry and wall repair in order to receive the new materials. The requested funding will be utilized to address the aforementioned issues for project completion.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Deferred Loan Agreement expending \$40,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 1212 West Bartlett Avenue, Dorothy L.M. Jones, owner - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount: \$40,000.00
☒ Budget Funds Available	Dept./Division: Neigh. Svcs./Neigh. Devel.
☐ Augmentation Required	Funding Source: HOME

PURPOSE/BACKGROUND:

Ms. Jones is a single homeowner with an annual income of \$18,324. This income level qualifies her for a HOME funded Deferred Housing Rehabilitation Loan. Her home is in need of a new mechanical system, new roofing system, plumbing and electrical repairs, windows, insulation, doors, smoke detectors, wall and ceiling repair, paint and flooring. The requested funding will cover the costs from the low responsive bidding contractor, work contract contingency, preliminary title report, credit report, recording fee and real estate appraisal.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Deferred Loan Agreement

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

DEFERRED LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of April, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and Dorothy L.M. Jones, (herein the "Owner").

WITNESSETH:

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

WHEREAS, the County as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (herein the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program funds allocated to and administered by the County; and

WHEREAS, the County pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, the City, through the Neighborhood Development Division of the Neighborhood Services Department, has established a Residential Rehabilitation Deferred Loan Program (Loan Program) to enable low-to-moderate income homeowners who reside in their homes within the City of Las Vegas to obtain loans from the City to assist homeowners in making their homes safe and livable; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as 1212 W. Bartlett Avenue, which more particularly described as, Vegas Heights Tract Unit #4, Plat Book 1 Page 77, Lot 108C, City of Las Vegas, County of Clark, State of Nevada, which serves as the Owner's home (hereafter "Owner's home" or "Property"); and

WHEREAS, the Owner desires to have certain rehabilitation work performed on the Owner's home which is described as follows to wit: new mechanical system, new roofing system, windows, doors, ceiling and wall repair, paint, flooring, plumbing and electrical repairs, (hereinafter "Rehabilitation Work"); and

WHEREAS, the Owner desires to obtain from the City a loan which is to be used solely for the Rehabilitation Work of the Owner's home;

NOW, THEREFORE, it is mutually agreed by and between the parties that:

1. The City agrees to lend to the Owner, and the Owner agrees to borrow from the City, the sum of Thirty two thousand four hundred eighty and 37/100--Dollars (\$32,480.37) (herein the "HOME Program Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work on the Owner's home.

2. The Owner agrees to execute any contract required to effect completion of the Rehabilitation Work on the Owner's home. Changes in the amounts to be paid for the labor and/or materials shall be authorized only by a written Change Order, which must be signed by the Owner and the contractor performing the Rehabilitation Work, but in no event shall any Change Order be executed without written approval of the City's Neighborhood Development Division. In the event that the Change Order changes the amount of the contract entered into for the Rehabilitation Work, the Loan will be adjusted accordingly unless the Change Order is not approved by the City.

3. The Owner agrees that the proceeds of the HOME Program Loan will be used solely for the rehabilitation of the Owner's home.

4. The Owner agrees to execute the Promissory Note and Deed of Trust, copies of which are attached hereto as Exhibits "A" and "B" in favor of the City and to repay the HOME Program Loan in accordance with the provisions of the Promissory Note. If, upon completion of the Rehabilitation Work, the amount expended for the Rehabilitation Work varies from the sum of \$32,480.37, the Owner agrees to execute a revised Promissory Note and Deed of Trust, if necessary, so that the amount of the indebtedness concurs with the amount expended for the Rehabilitation Work.

5. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of \$32,480.37. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

6. The Owner understands and agrees that the Loan is for the benefit of the Owner only and only as long as the Owner actually lives in Owner's home. In the event that all or any part of the improved real property that is the subject of this Agreement or an interest therein is sold, transferred or otherwise alienated, or if the Owner ceases to live in the Owner's home, the total amount of the Loan, without interest shall, at the discretion of the City, be immediately due and payable.

7. The Owner acknowledges that the loan is comprised of federal HOME funds. The Owner further understands and agrees that the City of Las Vegas requires that unit (Owner's home) assisted with federal funds remain affordable until the Owner's home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Owner's home in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:

- (1) The term of compliance is 10 years.
- (2) The Property must be used as the Owner's principal home.
- (3) No temporary subleases of Owner's home are allowed;
- (4) Federal funds, which comprise the loan, must be recaptured upon sale, transfer or change of ownership of Owner's home.
- (5) Should the Trustor lose possession of the property through foreclosure, the City must be properly notified by a Request for Notice of Default and a written notice from the Trustor submitted in a timely manner in order that the City be included in the division of net proceeds from the foreclosure sale and this amount will satisfy the repayment of the HOME Program funds.
- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

8. The City will not subordinate its lien position for future lending except in the following circumstances: (1) to refinance an existing mortgage to a lower interest rate to reduce their monthly payment or (2) in the event of the death of the owner and the property is being refinanced to allow a new income eligible family member to acquire the property. Home equity loans will only be allowed if the financier of the loan is willing to take a subordinate position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the Owner receiving cash as a result of the new increased value of the asset will not be approved for subordination. An approved subordination will be allowed once during the affordability period.

9. Owner agrees to indemnify and save the City, its officers, employees and agents (collectively "City"), harmless from and against any claims or causes of action filed against City as

a result from, related to, or arising out of Owner's action or inaction concerning the Rehabilitation work on Owner's home.

10. According to Executive Order 12166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. MISCELLANEOUS PROVISIONS

A. NOTICES

Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY

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

OWNER:

Dorothy L.M. Jones
1212 W. Bartlett Avenue
Las Vegas, NV 89106

B. AMENDMENTS

This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

C. TIME OF THE ESSENCE

Time is of the essence of this Agreement and each and every term, condition and provision hereof.

D. NO WAIVER

No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. COUNTERPARTS

This agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

F. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

G. HEADINGS AND INTERPRETATION

Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

H. CHOICE OF LAW

This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

1. SEVERABILITY

If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

J. ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the

prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

K. ASSIGNMENT

This agreement may not be assigned without the written consent of the City.

L. DISCLOSURE OF PRINCIPALS. Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, (Owner's name) warrants that it has disclosed, on the form attached hereto as Exhibit C, all principals, including, partners of Owner or anyone acquiring an interest in Owner's home, as well as all persons and entities holding more than 1% interest in Owner's home or any principal of the company acquiring Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change in the above disclosure within 15 days of any such change.

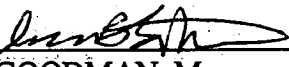
M. RIGHT TO REVIEW AND AUDIT

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

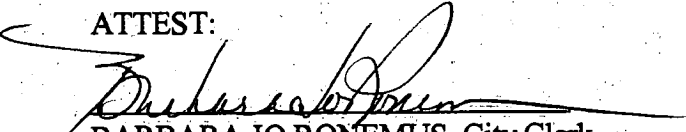
2. The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's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

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

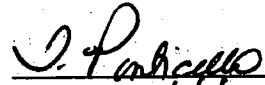
CITY OF LAS VEGAS

BY: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

Approved as to form:


4/4/05 Date

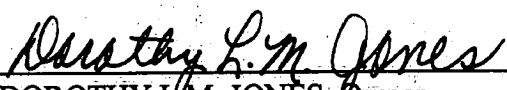

DOROTHY L.M. JONES, Owner

Exhibit "A"
CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD DEVELOPMENT DIVISION

PROMISSORY NOTE SECURED BY DEED OF TRUST
DEFERRED LOAN
(OWNER-OCCUPIED REHAB PROGRAM)

PROPERTY: 1212 W. Bartlett Avenue AMOUNT: \$32,480.37

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the CITY OF LAS VEGAS, at its office at 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of Thirty two thousand four hundred eighty and 37/100--Dollars (\$32,480.37) without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith.
2. All or any part of the aforesaid property, or any interest therein, is sold or transferred.
3. The Owner acknowledges that the loan is comprised of federal HOME funds. The Owner further understands and agrees that the City of Las Vegas requires that the unit (Owner's Home) assisted with federal funds remain affordable until the Owner's Home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Owner's Home in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:
 - (1) The term of compliance is 10 years.
 - (2) The Property must be used as the Owner's principal home.
 - (3) No temporary subleases of Owner's home are allowed.
 - (4) Federal funds which comprise the loan must be recaptured upon sale, transfer or change of ownership of Owner's home.
 - (5) Should the Homebuyer lose possession of the property through foreclosure, the City of Las Vegas must be properly notified in a timely manner in order

to be included in the division of net proceeds of the property (if any), and this amount will satisfy the repayment of the HOME investment.

- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

In the event that any of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare said indebtedness at once due and payable, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protest are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City in connection herewith.

Property legally described as: Vegas Heights Tract Unit #4
Plat Book 1 Page 77
Lot 108C
City of Las Vegas
County of Clark
State of Nevada
Assessor's Parcel No. 139-21-510-208

and, more commonly known as 1212 W. BARTLETT AVENUE, LAS VEGAS, NEVADA, IS THE SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein stated shall be joint and several.

DOROTHY L.M. JONES, BORROWER

DATE

SCHEDULE OF COSTS IN LOAN AMOUNT

Contract Amount paid to Ruiter Construction	\$31,508.00
Real Estate Appraisal	300.00
Preliminary Title Report	200.00
Asbestos Sampling	450.00
Recording Documents at Clark County Recorder	14.00
Credit Report	8.37

ADJUSTED AMOUNT

DATE

APN: 139-21-510-208

Exhibit "B"
DEED OF TRUST

(HOMEOWNER DEFERRED PAYMENT LOAN)

THIS DEED OF TRUST, made this _____ day of _____, 2005, between Dorothy L.M. Jones, herein called TRUSTOR, whose address is 1212 W. Bartlett Avenue, Las Vegas, NV 89106; and the City of Las Vegas, herein called TRUSTEE and BENEFICIARY, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

Vegas Heights Tract Unit #4
Plat Book 1 Page 77
Lot 108C
APN: 139-21-510-208

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the HOME Investment Partnership Program (herein "HOME"), Homeowner Deferred Payment Loan Agreement executed by TRUSTOR on the _____ day of _____, 2005 ("Homeowner Deferred Payment Loan Agreement") and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated _____, 2005 ("Promissory Note"), in the principal sum of Thirty two thousand four hundred eighty and 37/100--(\$32,480.37) Dollars, executed by TRUSTOR in favor of TRUSTEE, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Homeowner Deferred Payment Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

Beneficiary acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Trustor to provide rehabilitation services to the Trustor of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Deed of Trust. Trustee acknowledges and agrees that this Deed of Trust and all rights of Trustee hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the Beneficiary and Trustee under the First Deed of Trust. The Beneficiary under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a Trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Deed of Trust. This Deed of Trust will not be subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Beneficiary under the First Deed of Trust, as the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Deed of Trust shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee under this Deed of Trust has been given written notice of default under the First Deed of Trust and (ii) the Trustee under this Deed of Trust shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Trustee.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be 10 years;
2. The Property shall be used as Trustor's principal Home;
3. No temporary subleases of the Home are allowed;
4. Federal HOME funds used for the loan under the Promissory Note must be recaptured upon the sale, transfer or change of ownership of the Property;
5. Should the Homebuyer lose possession of the property through foreclosure, the City of Las Vegas must be properly notified in a timely manner in order to be

included in the division of net proceeds of the property (if any), and this amount will satisfy the repayment of the HOME investment.

6. The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the Property is located.

The following covenants Nos. 11, 2, 3, 4, 5, 6, 7, 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth:

Trustor: Dorothy L.M. Jones

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

WHEN RECORDED MAIL TO:
City of Las Vegas Neighborhood Services Dept.
400 East Stewart, 2nd floor
Las Vegas, NV 89101
ATTN: Erik King

MAIL TAX STATEMENTS TO:
Dorothy L.M. Jones
1212 W. Bartlett Avenue
Las Vegas, NV 89106

DISCLOSURE OF PRINCIPALS

Owner represents and discloses that the Owner's home is owned by the Owner. Owner warrants that it shall disclose all principals, including partners of Owner, as well as all persons and entities of any principal acquiring an ownership in Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change, including in the principals and partners of Owner and all persons and entities holding more than 1% interest in Owner or any principal of Owner. The changes shall be listed as follows:

FULL NAME

BUSINESS ADDRESS

BUSINESS PHONE

1. Dorothy L.M. Jones 1212 W. Baughman Ave (702) 648-7460

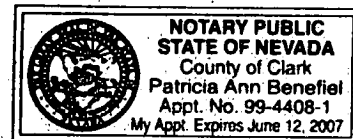
Continue list until full and complete disclosure is made.

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

By: Dorothy L.M. Jones
Dorothy L.M. Jones

Subscribed and sworn to before me this

5 day of April, 2005
Patricia Ann Benefiel
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of assigning a Deed of Trust and Promissory Note on 1421 Sattes Street, Las Vegas, NV 89101, which secures a Deferred Rehab Loan made to the late Rusty Brooks, to First American Title Company in exchange for payment of the balance currently owed by her to the city - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On January 13, 1994, the city made a Deferred Rehab Loan to the late Rusty Brooks, secured by a Deed of Trust on her residence. Rusty Brooks passed away on February 2, 2004. Her Executrix sold the property on August 28, 2004. The title company did not note the city lien on their title search and now must pay the city \$12,289. The city must execute a Deed of Trust and Promissory Note on the property in order to receive the \$12,289 from the title company.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Copy of check from First American Title Company
3. Copy of Deed of Trust
4. Copy of Promissory Note

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Approval of assigning a Deed of Trust and Promissory Note on 1421 Sattes Street, Las Vegas, NV 89101, which secures a Deferred Rehab Loan made to the late Rusty Brooks, to First American Title Company in exchange for payment of the balance currently owed by her to the city – Ward 3 (Reese)

The city made a Single Family Owner Occupied Deferred Rehab Loan to the late Rusty Brooks on January 13, 1994 in the amount of \$12,289. The loan was secured by a Deed of Trust on her residential property, 1421 Sattes St., Las Vegas, NV 89101. Ms. Brooks passed away on February 2, 2004. Her daughter, Marla Brooks was appointed Executrix of her estate. Marla Brooks arranged to sell the property on August 28, 2004. The title company, First American Title, failed to note the city lien on their title search. Consequently, the city lien was not paid and the title company now owes the city the sum of \$12,289.

Neighborhood Services staff notified the City Attorney's office of the situation, and they have succeeded in securing a payment from First American title in that amount. However, the payment is conditioned upon an assignment by the city of the Deed of Trust and Promissory Note to the title company.

FIRST AMERICAN TITLE COMPANY OF NEVADA

Date 01-28-05 Check No. 130236

Invoice		Description	Account	Distribution
Number	12	NC 053010012 LC 05-1057	230-01.172.9	12,289.00
Vendor	3335		210-00-3	-12,289.00
Date	01-28-05			
Payment	12,289.00			

DO NOT CASH THIS CHECK UNLESS YOU CAN SEE THE WORD CHECK PROTECT ON THE BACK OF THIS CHECK
HOLD AT AN ANGLE TOWARD LIGHT TO VERIFY SAFETY FEATURES ON THE BACK

FIRST AMERICAN

FIRST AMERICAN TITLE COMPANY OF NEVADA
 2490 PASEO VERDE PKWY
 SUITE 100
 HENDERSON, NV 89074
 702-731-4131

Date 01-28-05 Check No. 130236
90-4182/1211

CLARK 32-000
 BANK OF AMERICA
 LOS ANGELES, CA
 5LK

*****12,289 DOLLARS AND 00 CENTS

Pay to the order of
CITY OF LAS VEGAS
 SP

*****\$12,289.00

Mary Anne Lopez
Ronald Beltran

Two Signatures Required

130236 121000358 12352 20720

9 0 2 1 3 0 1 2 3 8
SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
(Note not set out)

THIS DEED OF TRUST, made this 13th day of JANUARY, A.D., 1994, between
RUSTY BROOKS

_____, herein called TRUSTOR,
whose address is 1421 SATTES, LAS VEGAS, NV 89101

NATIONAL TITLE CO., a Nevada Corporation, herein called TRUSTEE, and
CITY OF LAS VEGAS

_____, herein called BENEFICIARY,
WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in Clark County, Nevada, described as:

COLLEGE PARK #21
LOT 10 BLOCK 02

TOGETHER WITH ALL APPURTENANCES in which Trustor has any interest, including water rights benefitting said realty, represented by shares of a company or otherwise; and:

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during continuance of some default hereunder, and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Trustor incorporated by reference or contained herein.
(2) Payment of the indebtedness evidenced by one (1) Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of

TWELVE THOUSAND TWO HUNDRED EIGHTY NINE AND NO/100-----\$ 12,289.00
executed by Trustor in favor of Beneficiary, or order. (3) Payment of such additional sums as may hereafter be advanced for the account of Trustor or assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution of this Deed of Trust, that provisions numbered (1) to (17) inclusive of the Master Form Deed of Trust, recorded on the 20th day of November, A.D. 1986, in Book 861120 as Document No. 00354, _____ of the Official Records in the Office of the County Recorder of Clark County, Nevada, are each and all hereby incorporated herein by reference and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$12,289.00 and with respect to attorneys' fees provided for by covenant 7 the percentage shall be _____%.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Ms. Rusty Brooks
MS. RUSTY BROOKS

STATE OF NEVADA
COUNTY OF CLARK } ss.
On this 13th day of JANUARY
A.D., 1994, before me, the undersigned, a Notary Public in and
for said County and State, personally appeared _____
Rusty Brooks

known to me to be the person _____ described in and who executed
the foregoing instrument, who acknowledged to me that She
executed the same freely and voluntarily and for the uses and
purposes therein mentioned.

Eyline Saltz
NOTARY PUBLIC in and for said County and State.



Notary Public-State Of Nevada
COUNTY OF CLARK
EYLINE SALTZ
My Commission Expires
March 12, 1997

ORDER NO. _____
WHEN RECORDED MAIL TO: CITY OF LAS VEGAS
HOUSING DIVISION, 400 E. STEWART AVE., 8th
FLOOR, LAS VEGAS, NV 89101

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
LAS VEGAS CITY

02-18-94 14:46 DB1 1
OFFICIAL RECORDS
BOOK: 940218 INST: 01238
FEE: .00 RPTT: .00

**CITY OF LAS VEGAS
DEPARTMENT OF ECONOMIC & URBAN DEVELOPMENT
HOUSING DIVISION**

**PROMISSORY NOTE SECURED BY DEED OF TRUST
DEFERRED LOAN
(OWNER-OCCUPIED REHAB PROGRAM)**

LOAN NO. _____ **PROPERTY:** 1421 SATTES **AMOUNT:** \$12,289.00

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the CITY OF LAS VEGAS, at its office at 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of TWELVE THOUSAND TWO HUNDRED EIGHTY NINE AND NO/100----- (\$12,289.00) without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith.
2. All or any part of the aforesaid property, or any interest therein, is sold or transferred.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare said indebtedness at once due and payable, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protect are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City in connection herewith.

Property legally described as:

COLLEGE PARK #21
LOT 10 BLOCK 02

(SEE REVERSE SIDE)

and, more commonly known as 1421 SATTES
LAS VEGAS, NEVADA, IS THE SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY
NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and
reference is made to said Deed of Trust for rights as to acceleration of the
indebtedness evidenced by this Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the
State of Nevada. If the undersigned is more than one, each covenant and
obligation contained herein stated by joint and several.

Rusty Brooks
BORROWER RUSTY BROOKS

1-13-94
DATE

BORROWER

DATE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of annexation report for the proposed annexation area generally located on the south side of Centennial Parkway, east of Puli Drive (ANX-5163) - Ward 6 (Mack).

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Sections 268.578 and 268.588 of the Nevada Revised Statutes require the approval of a report concerning the provision of services to an area proposed for annexation when the long form annexation process is utilized. The report must be approved no less than 20 days prior to the public hearing on the annexation. The Resolution of Intent to annex this territory was approved at the April 6, 2005 City Council Meeting. Discussion of the report is proposed to take place during the May 18, 2005 City Council Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Annexation report

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

ANX-5163

ANNEXATION REPORT

This annexation area is generally located on the south side of Centennial Parkway, east of Puli Drive.

ANX-5163

Contents

Summary of Municipal Services to be provided

Accurate Map with Legal Description

Boundary Map/ General Land Use Map

Location Map

Map of Existing and Proposed Flood Control Facilities

Map of Existing and Proposed Sewer Facilities

Map of Existing and Proposed Water Facilities

Statement of Eligibility for Annexation

SUMMARY OF MUNICIPAL SERVICES TO BE PROVIDED
BY THE CITY OF LAS VEGAS

The City of Las Vegas will provide fire protection, street maintenance, street sweeping, and street lighting maintenance in the territory proposed to be annexed on the effective date of such annexation, on substantially the same basis and in the same manner as such services are provided by the City to the property owners and residents within the remainder of the City. Police protection and garbage collection provided by other agencies will also be provided on substantially the same basis and in the same manner as such services are provided by the City to the property owners and residents within the remainder of the City immediately prior to the effective date of the annexation.

Drainage

This text and the attached exhibits have been prepared to outline the anticipated drainage system improvements and magnitude of offsite and onsite flows in the existing and future conditions, which impact this project. This information has been taken from several studies approved by the City of Las Vegas (CLV) including the "Final Hydraulic Design Report for the Western Segment Las Vegas Beltway Ann Road to El Capitan Way Initial Improvements" by The Louis Berger Group, Inc., the "2002 Las Vegas Valley Flood Control Master Plan Update" by PBS&J, and the "Technical Drainage study for Cliffs Edge Infrastructure Phase 2" by VTN Nevada. The attached exhibits are designated as the *Existing Flow Rates*, *Future Flow Rates* and *Flood Control Facilities*.

The Western Segment Las Vegas Beltway study analyzes the existing flow rates during the 10-year and 100-year storms along various roadways or flow corridors upstream, downstream and within the project area. The existing offsite flows impacting the west perimeter of the site are perpetuated through the project to the east onto the Las Vegas Beltway where flows are collected at culvert crossing and routed through the Beltway along historical flow locations. Onsite roadways and flow corridors will be developed to perpetuate the flows accordingly. The anticipated offsite flows to have a substantial impact to the project site, as analyzed in the *Beltway and Cliff Edge* studies, are routed in Tropical Parkway, Azure Drive and Centennial Parkway. Drainage facilities would probably be required to be developed within these flow corridors to mitigate the impacts to the surrounding parcels.

The storm sewer system outlined on the attached exhibit illustrates both planned CLV local and Clark County Regional Flood Control District (CCRFCDD) facilities. According to the CCRFCDD "2002 Las Vegas Valley Flood Control Master Plan Update" CCRFCDD facility, designated as GOAN 0061 (CAM 10 Detention Basin), would collect a 100-year flow of 2,834 cfs east of the project area. The tributary CCRFCDD facilities to GOAN 0061 may need to be developed to alleviate any impacts to the surrounding parcels.

Some of these drainage facilities may be necessary to develop this project. Those improvements necessary to provide adequate flood protection to this project will be constructed by this project.

Those CCRFCD improvements not necessary to provide adequate flood protection for this project will be constructed by others.

Sewer

Service to the proposed annexation area will be provided by an extension of the existing 12" sewer line in Centennial Parkway and the existing 8" sewer line in Bright Angel Way. These existing sewer lines outfall into an existing oversize 30" sewer line in Durango Road.

Available capacity within the existing sewer lines will need to be verified with the City of Las Vegas for the proposed development within the annexation area.

The above listed facilities may require the developer to enter into extension and oversize agreements with the CLV for any portion not constructed prior to development of this property.

The existing system as outlined is shown on the attached exhibit.

Water

The proposed annexation area is located within the 3090 pressure zone. The LVVWD provides water service in each of these zones and has planned for the future development in the annexation area by requiring additional facilities to be constructed.

The 3090 pressure zone will be serviced from an existing 30" water line in Shaumber Road. This line is fed from the 3205 pressure zone via a pressure reducing valve (PRV).

The LVVWD will typically take 3 years to construct the required facilities and 18 months for oversized main extensions. The District's policy is to allow development demands to dictate construction schedules.

The proposed water system as outlined is shown on the attached exhibit.

[illegible]

ANNEXED TO THE CITY OF LAS VEGAS UNDER ORDINANCE No. _____

THE MAP EXHIBIT WAS PREPARED PER NRS 268.600 FROM THE DATA ON THE SURVEY MAP IN FILE 104, PAGE 74 OF CLARK COUNTY, NEVADA RECORDS; SAID EXHIBITS NOT A RECORD OF SURVEY AS DEFINED BY NRS 625.340 TO 625.38

**CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION**

A.P.N. 126-25-101-001, -002, -005; 201-001; -401-006
Reference: 20000114:01860, 20040315:01848, 20040714:03165,
Record of Survey in File 104, Page 74 (1999)

Vesting: ANX-5163

Section: W 1/2, W 1/2, SEC 25, T19S, R59E, MDM

Street/Subdivision: EAST OF PULI ROAD, SOUTH OF CENTENNIAL
PARKWAY

W.A. No. P21400

Cogo:- TM: anx-5163.pro

Requested	eb	Written	byu	Checked	nw	Proofread	nw/byu
			09-16-04		09-16-04		09-16-04

Those portions of the West Half (W 1/2) of the West Half (W 1/2) of Section 25, Township 19 South, Range 59 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

PARCEL 1

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 25.

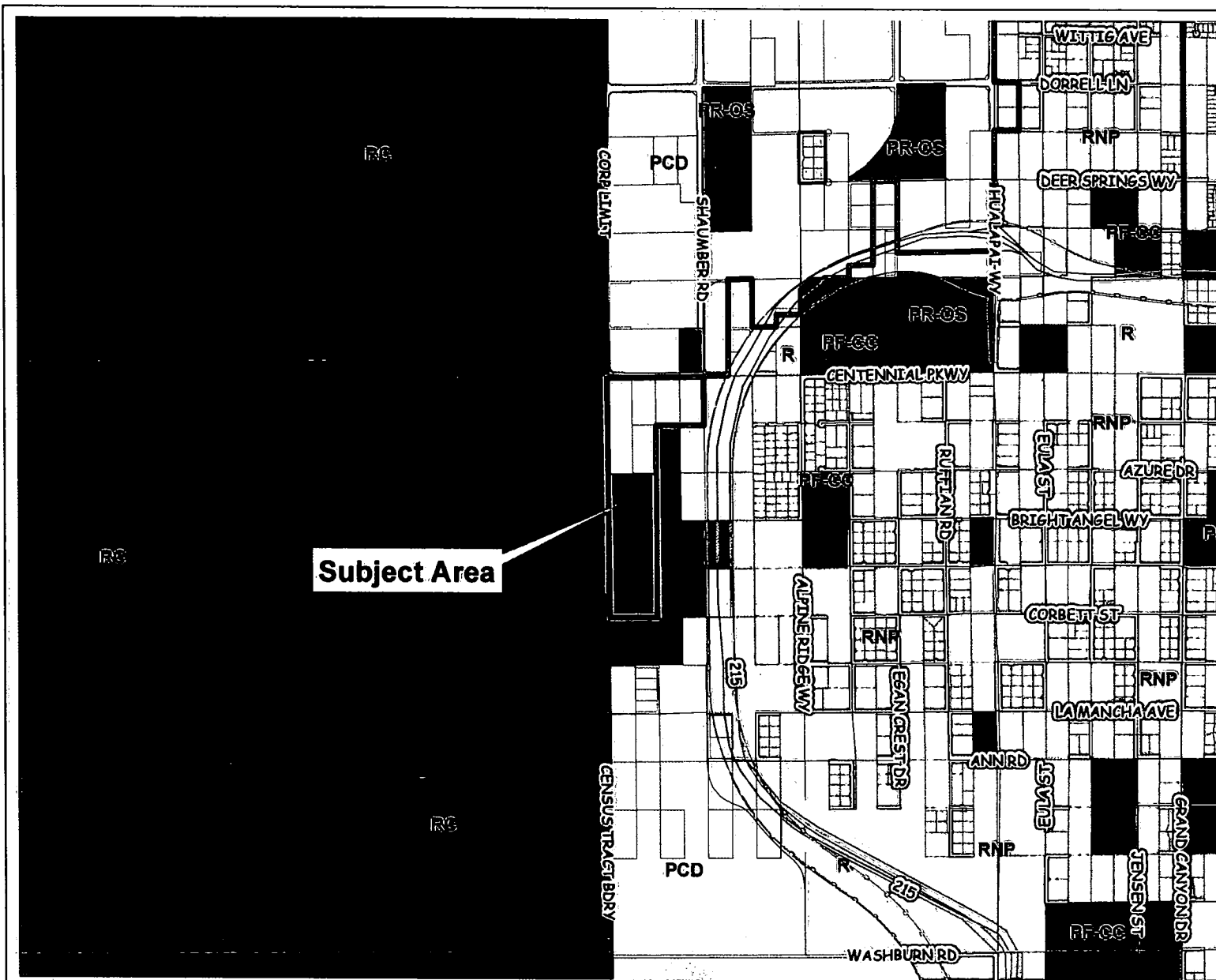
PARCEL 2

The West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of said Section 25.

PARCEL 3

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section 25.

The above-described PARCEL 1, PARCEL 2, and PARCEL 3 contain a total area of 2,704,625 square feet or 62.090 acres, more or less.



City of Las Vegas

Annexation Area and
Land Use Designation

ANX-5163

- ~ Freeways
- City of Las Vegas
- Planned Community Development
- Resource Conservation
- Rural Neighborhood Preservation
- Public Facility
- Rural
- Parks, Recreation & Open Space
- Public Facility - Clark County

Plotted: March 30, 2005



City of Las Vegas
Planning & Development
1000 West Flamingo Avenue
Las Vegas, NV 89119
Phone: 702.258.1000
Fax: 702.258.1001



City of Las Vegas

Annexation Area Location Map

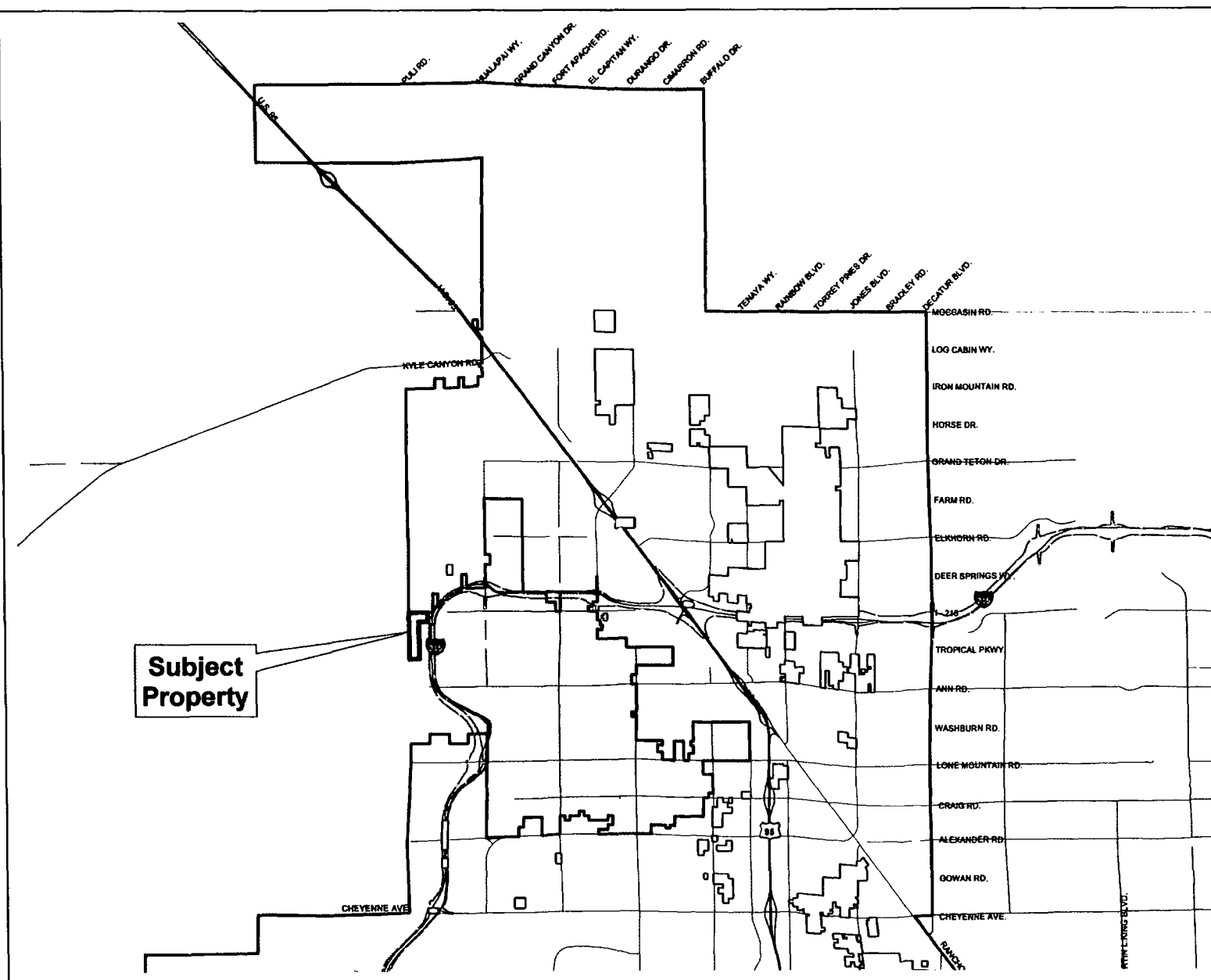
ANX-5163

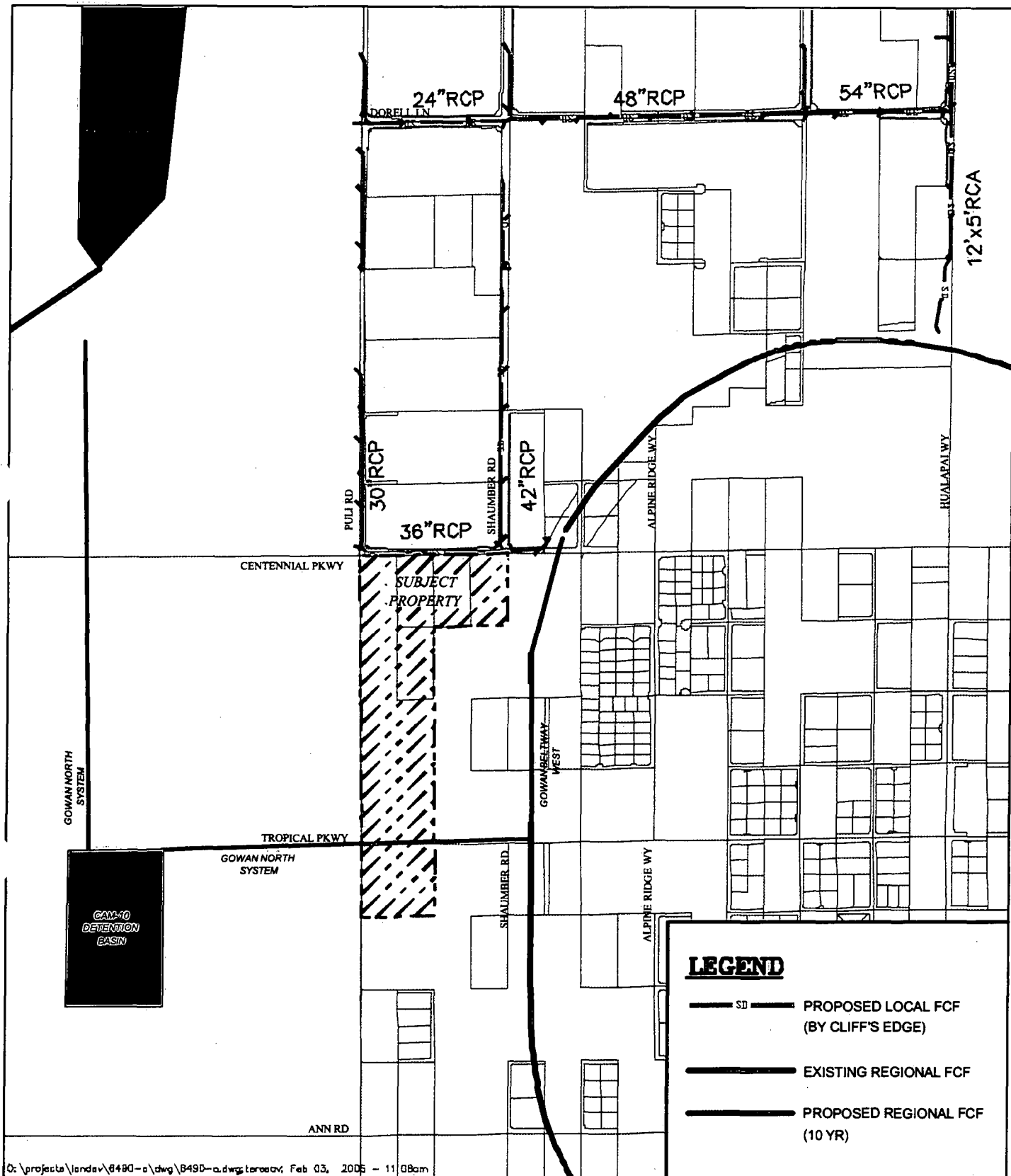
- ~ Freeways
- City of Las Vegas
- Clark County
- Paiute Indian Reservation
- North Las Vegas
- Subject Property

Plotted: March 30, 2005



PLANNING & DEVELOPMENT
Geographic Information System
Planning & Development Unit
P.O. Box 10000
Las Vegas, NV 89150



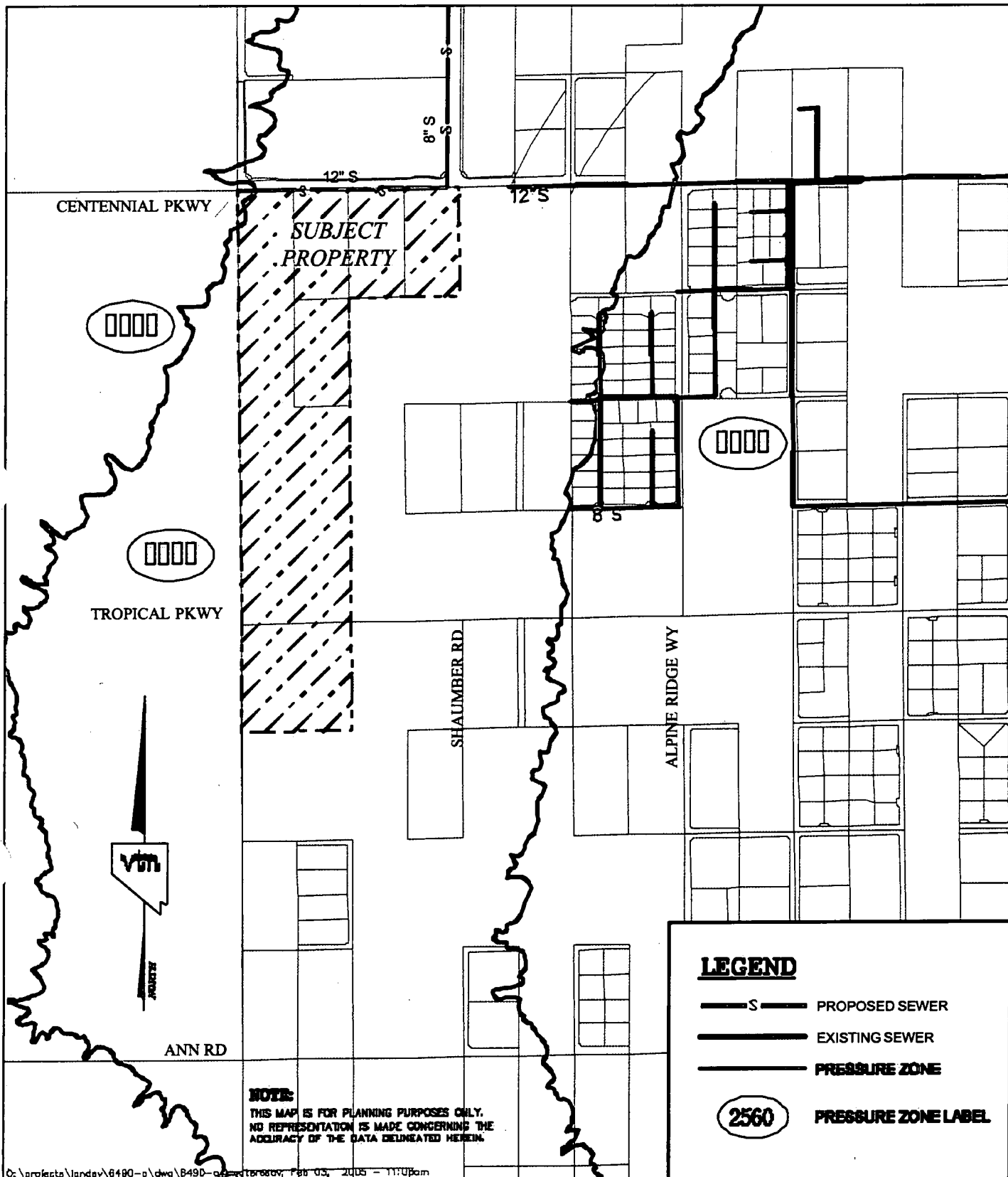


C:\projects\landev\8490-a\dwg\8490-a.dwg; teresa; Feb 03, 2005 - 11:08am

VTM **novada**
 2727 S. RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89146-5148

ANNEXATION REPORT AREA
FLOOD CONTROL FACILITIES

SCALE	HDRZ. 1"=1200'
	VERT.
W.O. NO.	6490-A
DRAWN BY:	TvH
DATE:	12/29/04
SHEET	OF

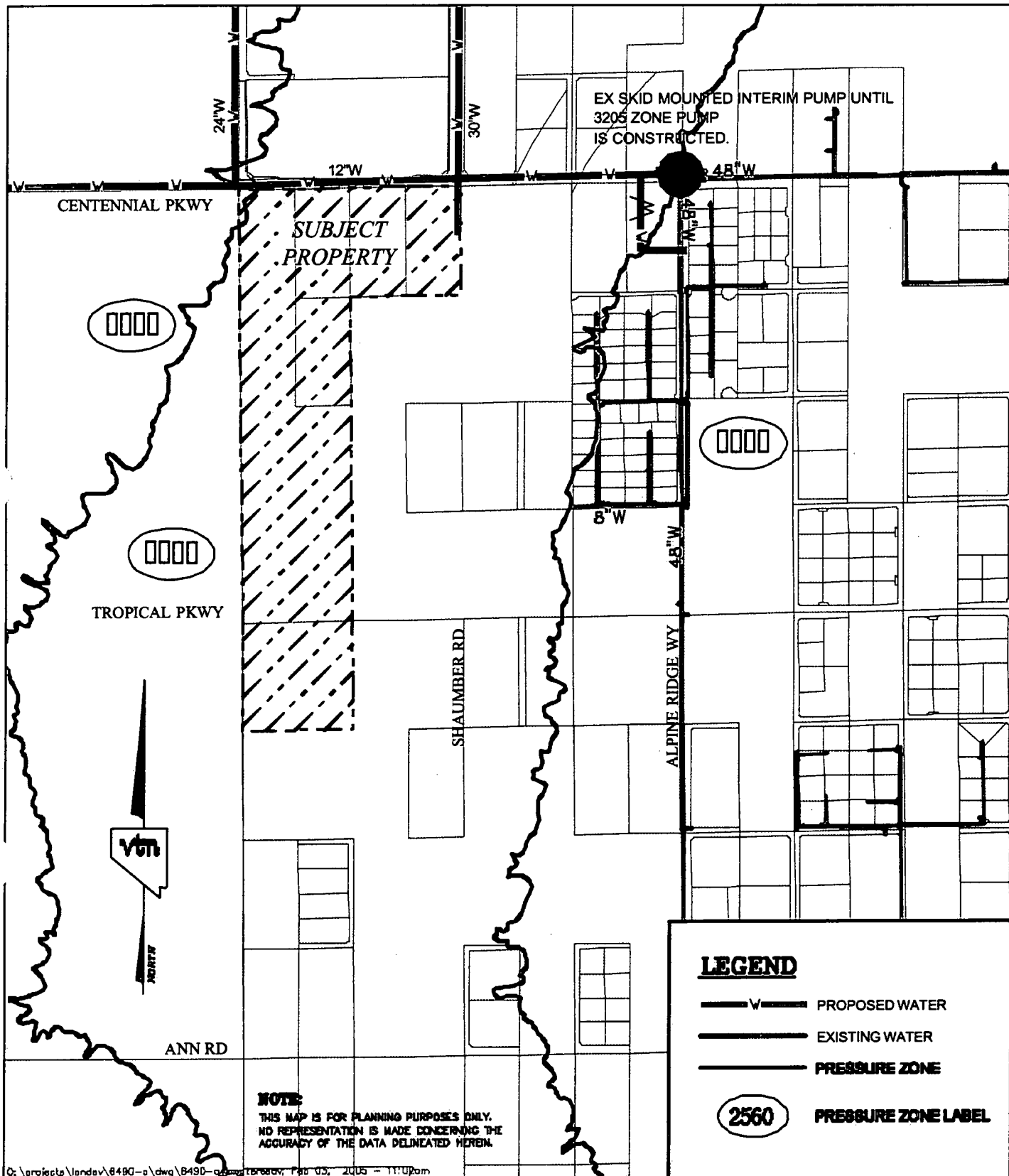


VTM **nevada**
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

ANNEXATION REPORT AREA

SEWER FACILITIES

SCALE	HDRZ. 1"=800'
	VERT.
W.O. NO.	6490-A
DRAWN BY:	TvH
DATE:	12/29/04
SHEET	OF



ELIGIBILITY FOR ANNEXATION

In order for territory to be annexed to a city within Clark County, all the territory must meet the general standards of NRS 268.580 (2) and must meet the requirements of NRS 268.580 (3), 268.580 (4), 268.580 (5) or 268.580 (6). The territory proposed for annexation in connection with this report is eligible for annexation under subsections 2 through 6 of NRS 268.580 as follows:

Subsection 2

- (a) The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted.
- (b) More than one eighth (1/8) of the aggregate external boundaries of the area are contiguous to the boundaries of the City of Las Vegas.
- (c) The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983.

Subsection 3

Not applicable.

Subsection 4

Not applicable.

Subsection 5

Not applicable.

Subsection 6

With respect to territory not owned by a governmental entity, as referred to in Paragraph (a) of this Subsection (6), the owners of record of not less than 75 percent of the individual lots or parcels of land within the territory have petitioned the City to annex the territory.

With respect to territory owned by a governmental entity, as referred to in Paragraph (b) of this Subsection (6), the City has received a written statement from the governmental entity that owns the territory indicating that the entity does not object to the City's annexation of the territory.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from LandTek, LLC, on behalf of Cliff's Edge, LLC, owner (Elkhorn Road between Hualapai Way and Egan Crest Drive) - 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 north and south sides of Elkhorn Road between Hualapai Way and Egan Crest Drive and the northeast and southeast corners of Elkhorn Road and Egan Crest Drive. Also a portion of the median on Elkhorn Road between Hualapai Way and Egan Crest Drive, which will consist of trees, shrubs, ground cover and an irrigation system for the Cliffs Edge Elkhorn Road Improvement project. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Elkhorn Road between Hualapai Way and Egan Crest Drive)

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

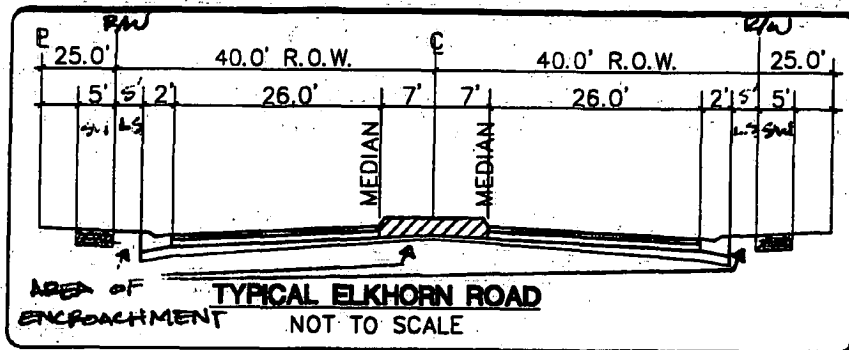
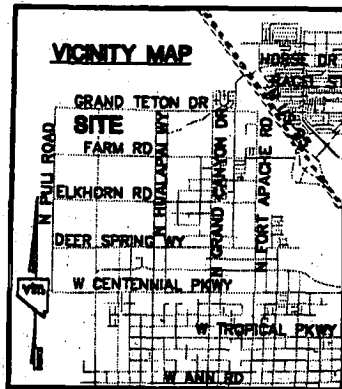
Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

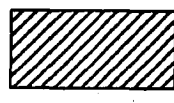
MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628



 AREA OF ENCROACHMENT
PROPOSED LANDSCAPE AREA
(24,138 S.F.)

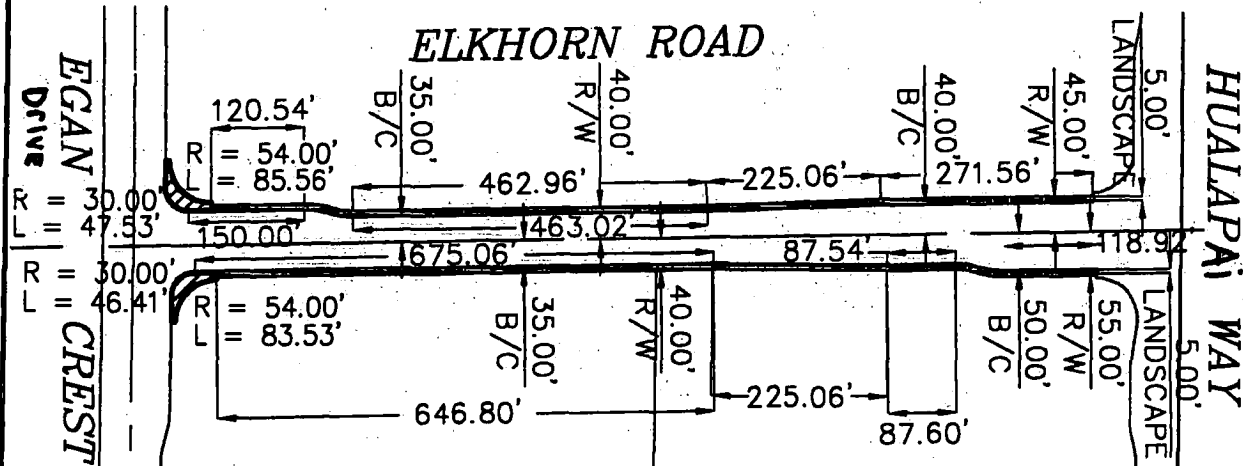
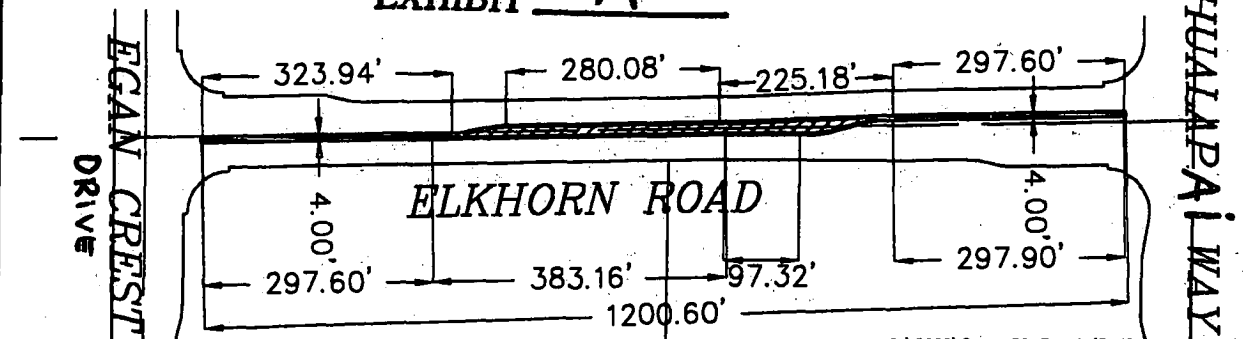


EXHIBIT "A"



G:\5969\5969-ESMT.DWG (ENCRO-ELKHORN)

VTM nevada

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT FOR
ENCROACHMENT
AGREEMENT**

ELKHORN ROAD

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		5969
DRAWN BY:		SP
DATE:		03/22/05
SHEET		1 OF 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Inter Urban Construction on behalf of Davis O'Leary - V, Limited, owner (northeast corner of Carson Avenue and 11th Street) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for 8 five-foot by five-foot planters on the north side of Carson Avenue between 11th Street and Maryland Parkway, 6 five-foot by five-foot planters on the east side of 11th Street extending 138 feet north from Carson Avenue and 7 five-foot by five-foot planters on the west side of Maryland Parkway extending 150 feet northward from Carson Avenue. The planters will be flush with the ground and will include grates, trees and irrigation system for the proposed Eleventh Street Lofts. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and insurance.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (area bound by Carson Avenue, 11th Street and Maryland Parkway)

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

MINUTES:

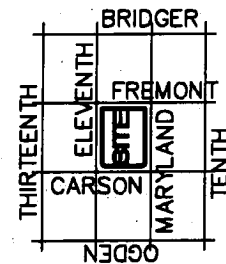
There was no related discussion.

(10:18 - 10:21)

1-2628

FREMONT STREET (PUBLIC)

APN: 139-34-712-111
APN: 139-35-310-002
APN: 139-35-310-006

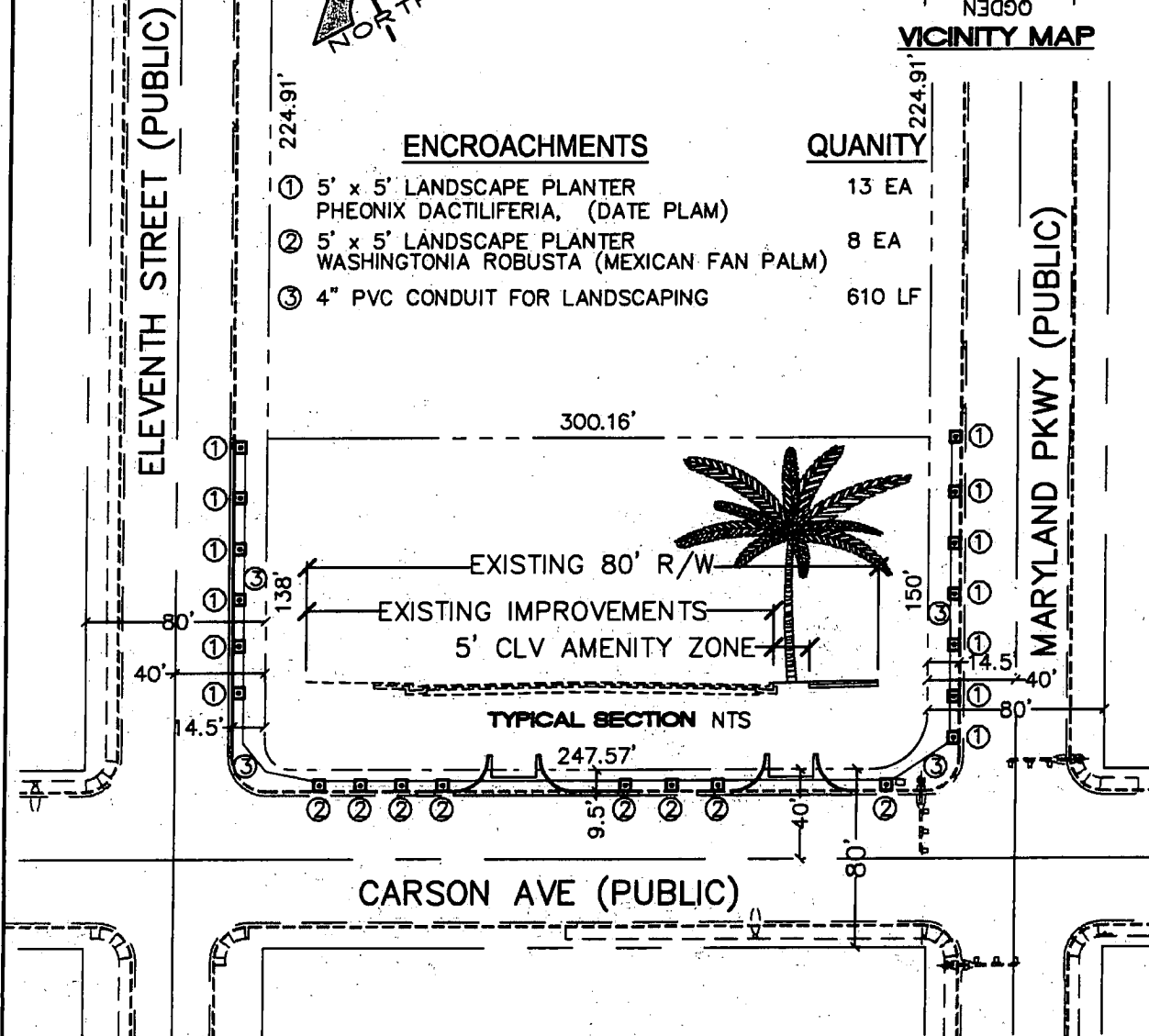


VICINITY MAP

ENCROACHMENTS

QUANTITY

① 5' x 5' LANDSCAPE PLANTER PHEONIX DACTILIFERIA, (DATE PLAM)	13 EA
② 5' x 5' LANDSCAPE PLANTER WASHINGTONIA ROBUSTA (MEXICAN FAN PALM)	8 EA
③ 4" PVC CONDUIT FOR LANDSCAPING	610 LF



ENCROACHMENT PERMIT

DRAWN BY: MRA

CHECKED BY: CCV

SCALE: 1" = 80'

DATE: MAR, 2005

EXHIBIT "A"

CHAD VELLINGA, P.E.
CIVIL ENGINEER LLC.
3445 S. VALLEY VIEW
LAS VEGAS, NV 89102

SHEET 1 OF 1

JOB NAME:
ELEVENTH STREET LOFT HOMES



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Redrock Engineering on behalf of Nevada Law Foundation, owner (southwest corner of Clark Avenue and 7th 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 9.5 foot wide area of landscaping on the south side of Clark Avenue extending approximately 130 feet westward from 7th Street and an approximate 9.5 foot wide area of landscaping on the west side of 7th Street extending approximately 40 feet southward from Clark Avenue consisting of existing grass and an irrigation system for the proposed Clark Professional Office Building. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (southwest corner of Clark Avenue and 7th Street)

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

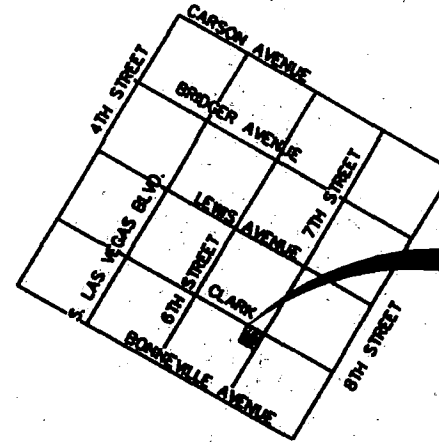
1-2628

GRAPHIC SCALE



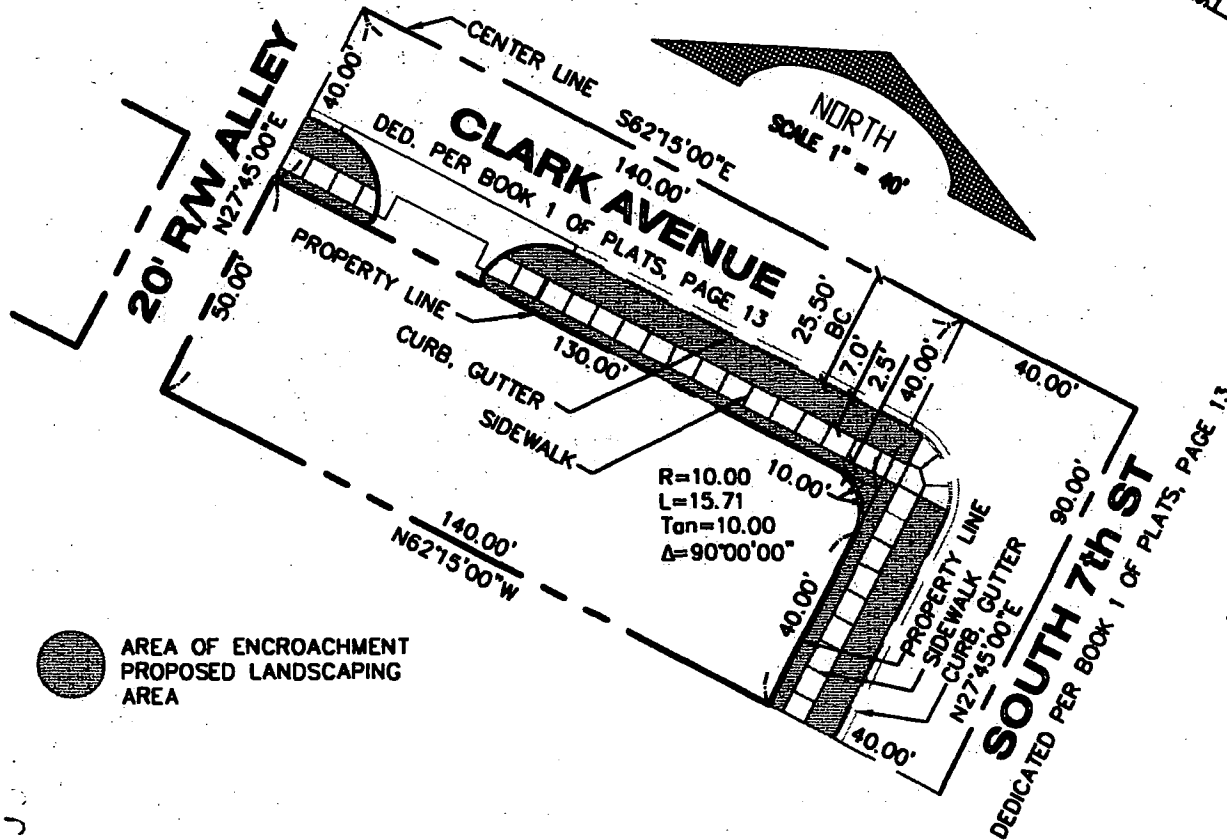
(IN FEET)
1 inch = 40 ft.

EXHIBIT "A"

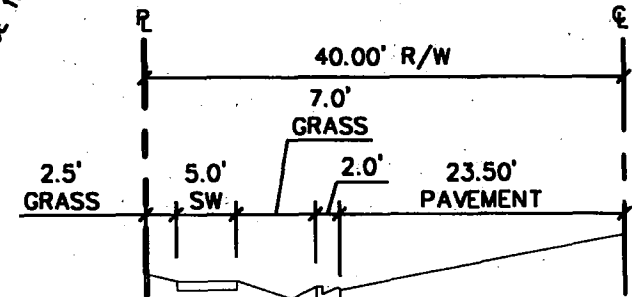


SITE

AREA MAP
N.T.S.



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA



TYPICAL SECTION
NOT TO SCALE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Redrock Engineering and Surveying on behalf of Terence Hyland and Audrey Hyland, owners (Dapple Gray Road and Corbett Street, APN 125-29-302-009) - 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 4 single family dwellings located at Dapple Gray Road and Corbett Street. The owners propose to connect to the 12-inch sewer line located in Tropical Parkway. 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 located 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 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

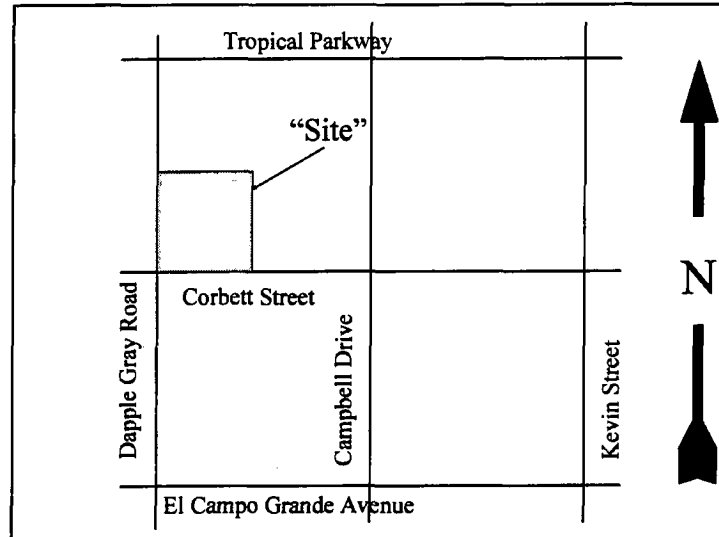
AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – REDROCK ENGINEERING AND
SURVEYING ON BEHALF OF TERENCE HYLAND AND AUDREY
HYLAND, OWNERS (DAPPLE GRAY ROAD AND CORBETT STREET,
APN 125-29-302-009)**

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 Terence and Audrey Hyland (approximately 2.50 acres – vacant land; Parcel No. 125-29-302-009 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.

/////

/////

/////

/////

/////

/////

/////

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 4/25/05
Deputy City Attorney

DAPPLE GRAY/CORBETT PARCEL
PARCEL NO. 125-29-302-009
TOTAL PARCEL ACREAGE= 2.5 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 11.0 MILES FROM SITE.

Nearest
City of Las Vegas
Sewer

**CITY OF
NORTH
LAS VEGAS**

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

Nearest City of
Las Vegas
sewer

FORT APACHE RD

DAPPLE GRAY RD

CAMPBELL RD

CORBETT ST

TROPICAL PKY

EL CAMPO GRANI

LA MANCHA AVE

SITE MAP
Scale = 1:12000

Nearest CCWRD
Sewer

Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Lochsa Engineering on behalf of Tasey Miyahara and Paitaka Miyahara, owners (southeast corner of Stange Avenue and Bonita Vista Street, APN 138-05-601-015) - 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 southeast corner of Stange Avenue and Bonita Vista Street. The owners propose to connect to and extend the 8-inch public sewer in Stange Avenue to the western edge of the development. 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 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(10:18 - 10:21)
1-2628

AGENDA MEMO

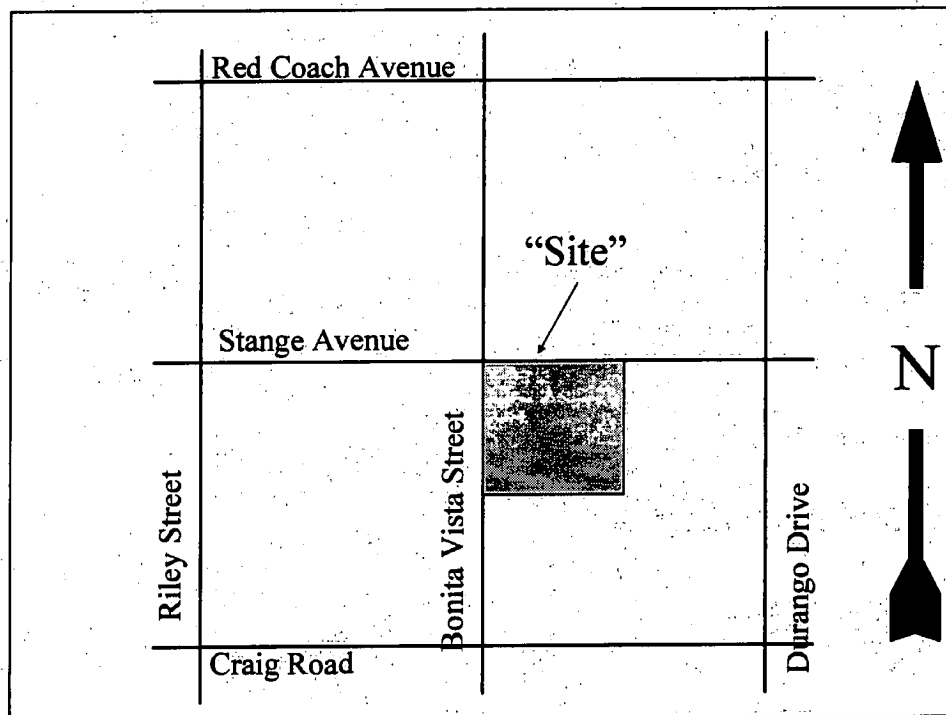
CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER**

**RECLAMATION DISTRICT – LOCHSA ENGINEERING ON BEHALF OF
TASEY MIYAHARA AND PAITAKA MIYAHARA, OWNERS (SOUTHEAST
CORNER OF STANGE AVENUE AND BONITA VISTA STREET, APN
138-05-601-015)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 31st day of March, 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 Paitaka and Tasey Miyahira; approximately 2.50 acres – vacant property; Parcel No. 138-05-601-015 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.

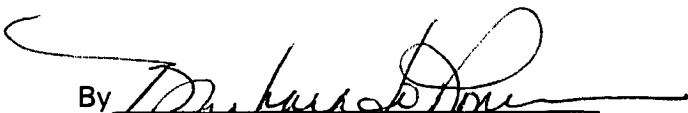
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
CHUCK ETHRIDGE, Acting General Manager

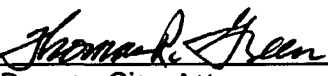
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

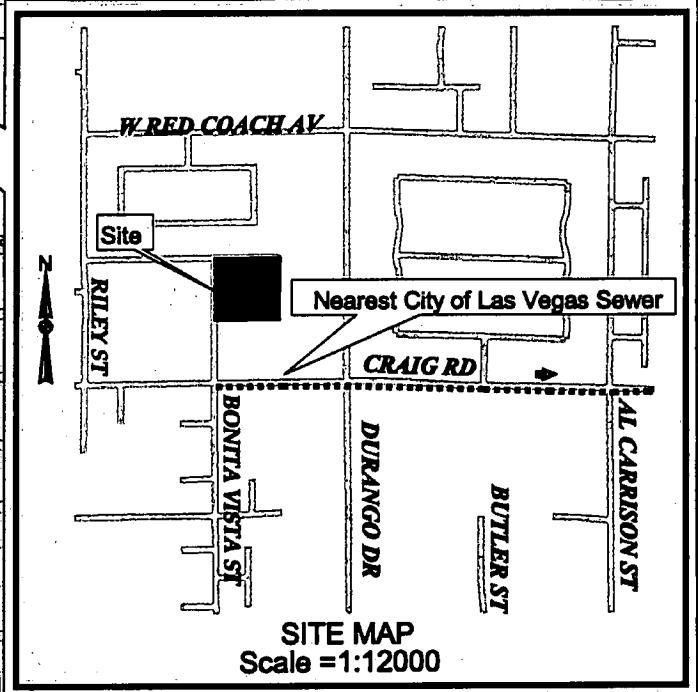
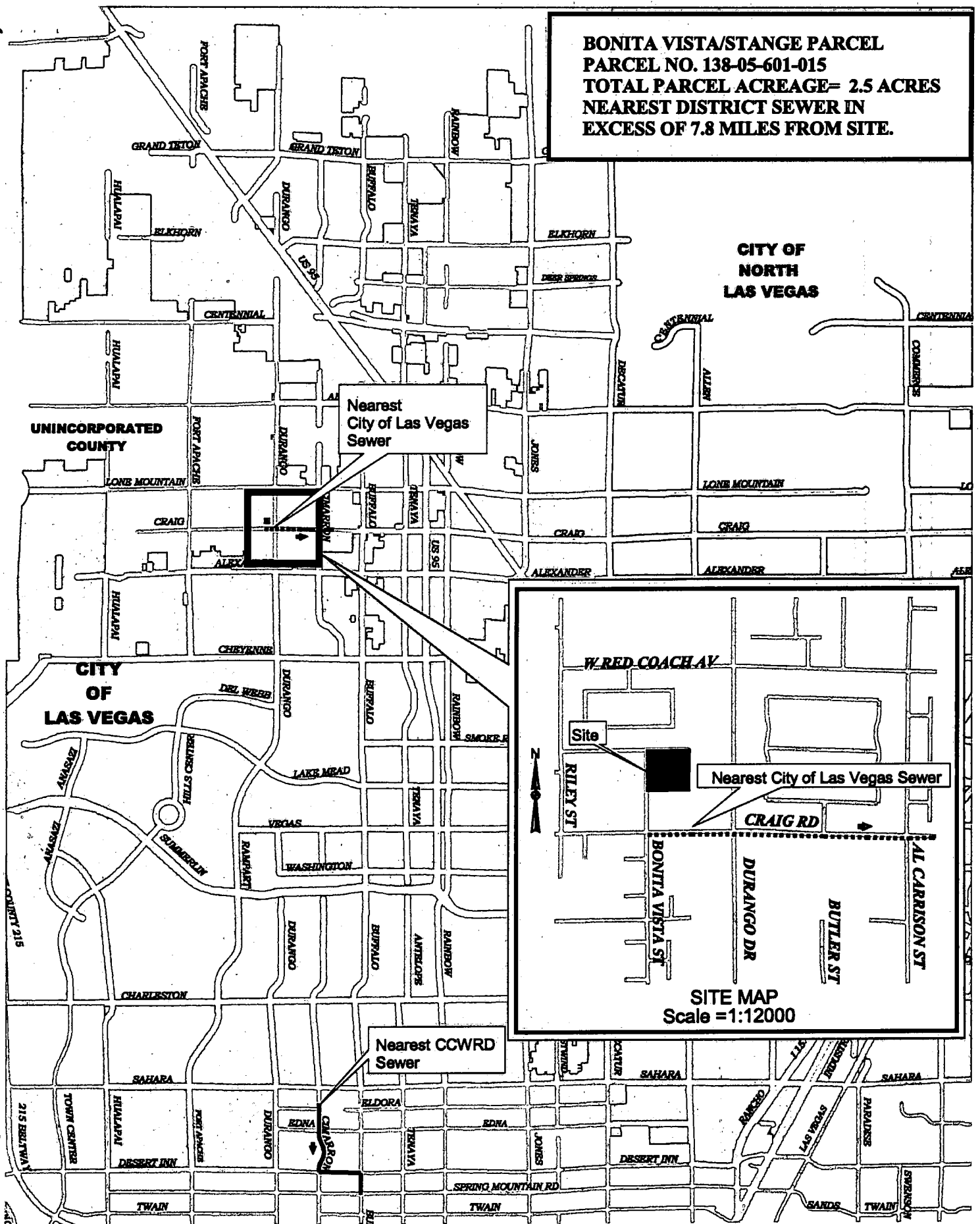
ATTEST:

By 
BARBARA JO RONECUS, City Clerk

APPROVED AS TO FORM:

By  9/25/05
Deputy City Attorney

BONITA VISTA/STANGE PARCEL
PARCEL NO. 138-05-601-015
TOTAL PARCEL ACREAGE= 2.5 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7.8 MILES FROM SITE.



Nearest CCWRD Sewer

Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Carter Burgess on behalf of James D. McLain and Judith D. McLain, owners (southeast corner of Bonita Vista Street and Tropical Parkway, APN 125-29-704-001) - 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 1 existing single family dwelling and 1 proposed single family dwelling located at the southeast corner of Bonita Vista Street and Tropical Parkway. The owners propose to connect to the 12-inch sewer line located in Tropical Parkway. 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 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(10:18 - 10:21)
1-2628

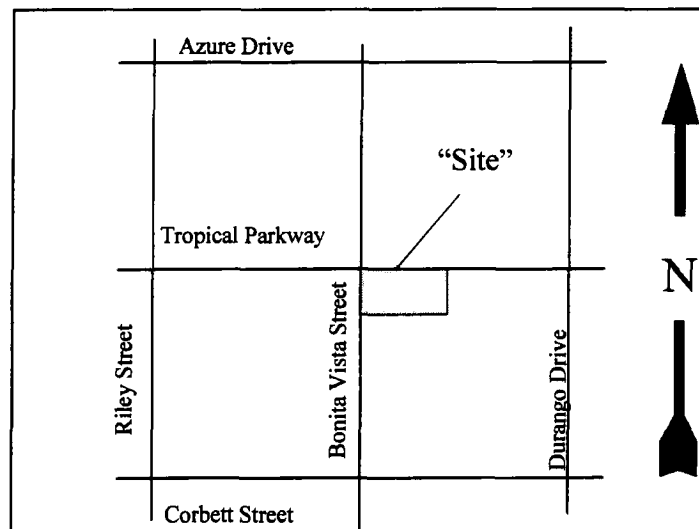
AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – CARTER BURGESS ON BEHALF OF
JAMES D. MCLAIN AND JUDITH D. MCLAIN, OWNERS (SOUTHEAST
CORNER OF BONITA VISTA STREET AND TROPICAL PARKWAY, APN
125-29-704-001)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 30th day of March, 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 McLain, James D. & Judith D.; approximately 1.07 acres – existing home – lot to be subdivided; Parcel No. 125-29-704-001 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 9/25/05
Deputy City Attorney

**5980 N. BONITA VISTA
PARCEL NO. 125-29-704-001
TOTAL PARCEL ACREAGE= 1.07 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 10.0 MILES FROM SITE.**

**Nearest
City of Las Vegas
Sewer**

**CITY OF
NORTH
LAS VEGAS**

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

**City of Las Vegas
TROPICAL PKY**

**Nearest City of
Las Vegas Sewer**

**SITE MAP
Scale = 1:12000**

**Nearest CCWRD
Sewer**

Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Amti-Sunbelt on behalf of 710 Tonopah, LLC, owner (Tonopah Drive at Goldring Avenue) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for six 4-foot by 4-foot tree wells on the west side of Tonopah Drive adjacent to the property line consisting of trees, shrubs, rocks and an irrigation system to meet the Medical District landscaping requirements for an office building located at 710 Tonopah Drive. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Tonopah Drive)

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(10:18 - 10:21)
1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Related Group on behalf of WMC II Associates, LLC, owner (Discovery Drive at Grand Central Parkway) - Ward 5 (Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This request is for landscaping at the northwest and southwest corners of Discovery Drive and Grand Central Parkway and also on both corners of the western most driveway into the property on the north side of Discovery Drive, for the proposed World Market Center Phase 1A. 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" (Discovery Drive)
2. Copy of Encroachment Exhibit "B" (Discovery Drive at Grand Central Parkway)

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN under separate action (see individual item)

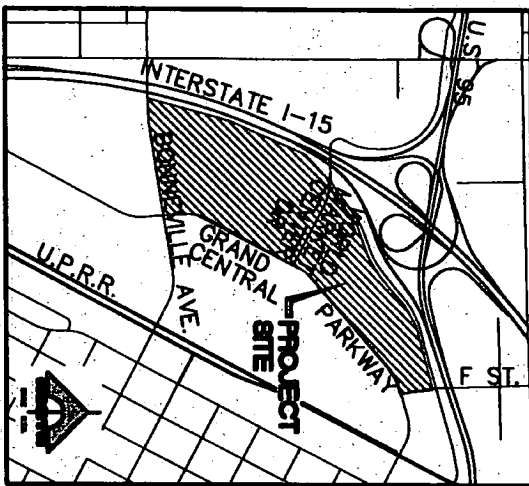
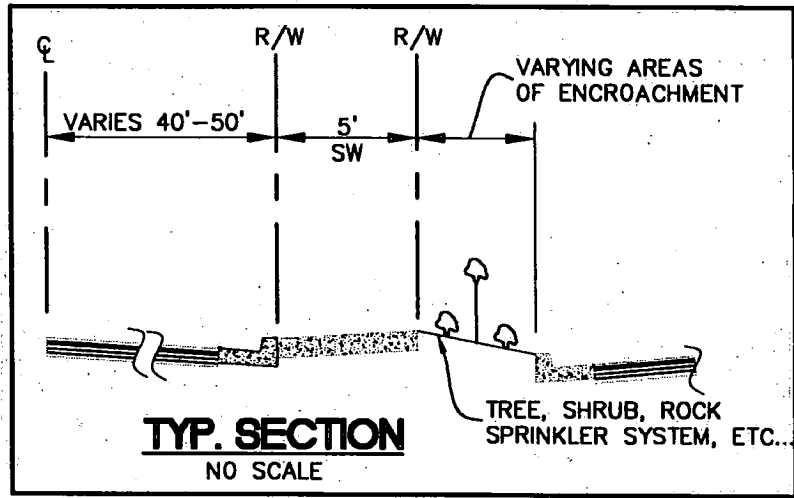
MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

WORLD MARKET CENTER



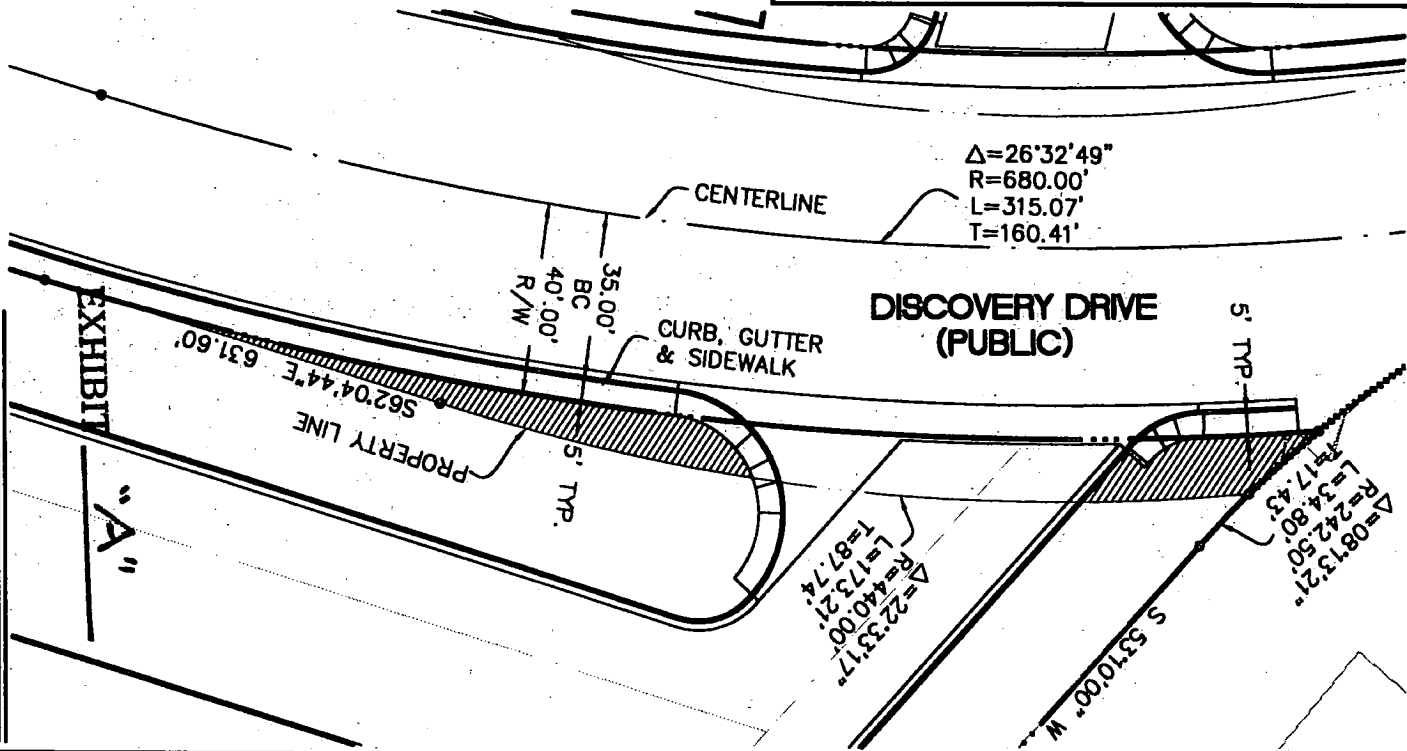
VICINITY MAP



AREA OF ENCROACHMENT PROPOSED
LANDSCAPING AREA

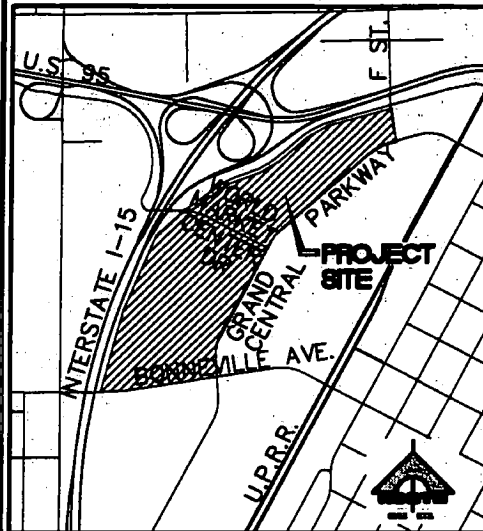
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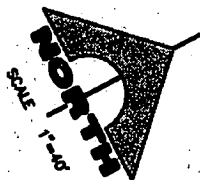
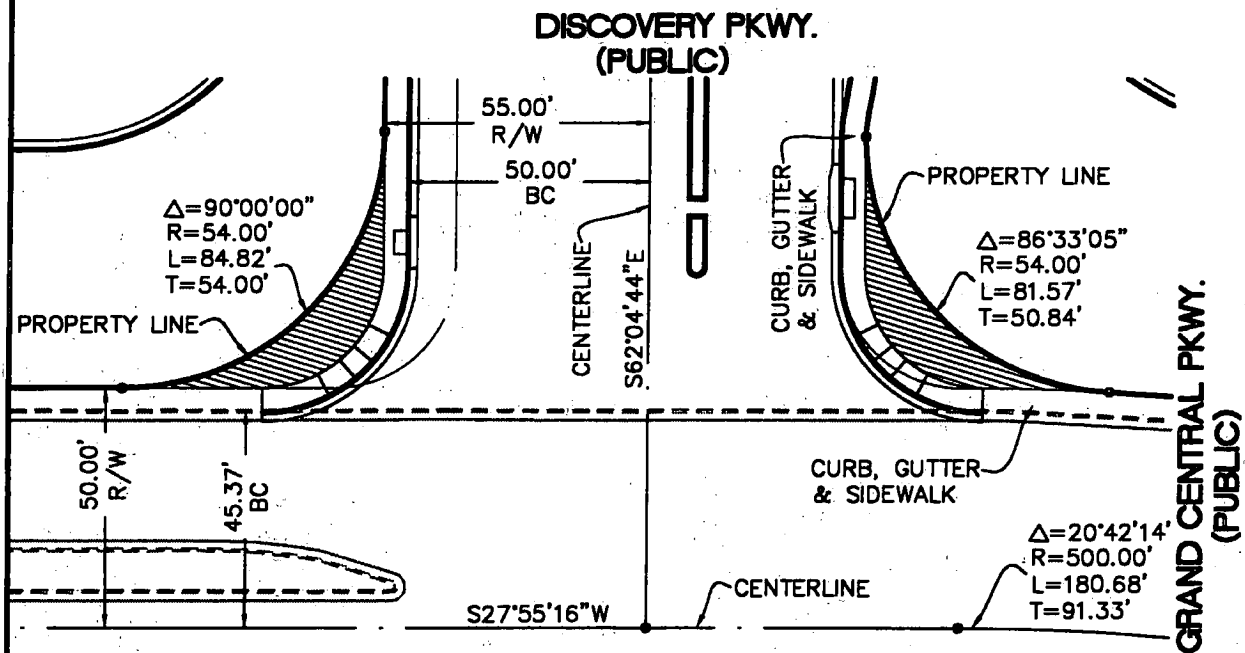
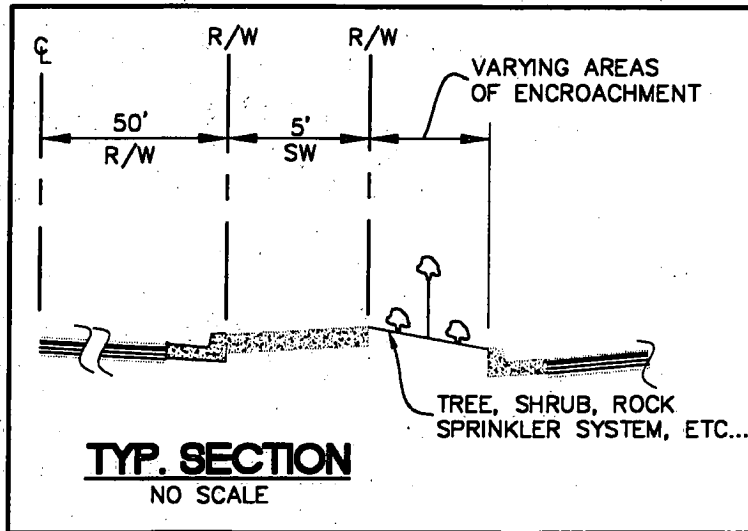


G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1505 SOUTH PARKWAY BLVD., SUITE 200A, NEVADA 89146
TELEPHONE: (702) 864-2000 FAX: (702) 864-2288

WORLD MARKET CENTER



VICINITY MAP



AREA OF ENCROACHMENT PROPOSED
LANDSCAPING AREA

EXHIBIT "B"



G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD., LAS VEGAS, NEVADA 89148
TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Las Vegas Valley Water District easement from the City of Las Vegas, for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, for fire line facilities located on the north side of Bonanza Road, east of Mojave Road to serve the City of Las Vegas East Yard, APN 139-25-802-006 - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(10:18 - 10:21)
1-2628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of an Interlocal Agreement whereby the Las Vegas Valley Water District (LVVWD) pays the City of Las Vegas for construction of pavement replacement as part of a future City of Las Vegas project to rehabilitate Decatur Boulevard between Washington Avenue and Lake Mead Boulevard (\$34,200 revenue - Street Rehabilitation) - Wards 1 and 5 (Tarkanian and Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Las Vegas Valley Water District has nearly completed work on Contract No. C1064 - 2300 for the installation of transmission system improvements. The Las Vegas Valley Water District has re-paved portions of Decatur Boulevard over their pipeline with a temporary hot-mix patch. The City will replace the temporary pavement with it's street reconstruction project. The Las Vegas Valley Water District is giving the City \$34,200 for the cost of replacing the temporary patch with permanent pavement.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the locations involved in Items 6 and 9 are near the Lady Luck Casino, with which his brother-in-law ANDREW DONNER has a contract related to its non-restricted gaming license. The location involved in Item 6 is also in proximity to the Third Street Promenade, or The Block, for which his brother-in-law is a managing partner. His brother STEVEN MACK owns property near the locations involved in Items 8 and 35, and LYNN MOSS, his executive assistant, is an unpaid volunteer for the applicant on Item 20. His relatives and MS. MOSS have not approached him regarding any of the aforementioned items, nor did he believe their interests would be impacted; therefore, COUNCILMAN MACK indicated he would be participating.

MINUTES:

There was no related discussion.
(10:18 - 10:21)

CITY COUNCIL MEETING OF: APRIL 20, 2005

MINUTES - Continued:

1-2628

**INTERLOCAL AGREEMENT FOR
CONSTRUCTION AND FUNDING OF PAVEMENT REPLACEMENT
AS PART OF CITY OF LAS VEGAS
IMPROVEMENT PROJECT**

THIS AGREEMENT is 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," WITNESSETH:

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 DISTRICT has caused to be constructed a pipeline under Contract No. C1064, 2300 Zone Transmission System Improvements, and is required to do pavement patch repairs; and

WHEREAS, the CITY desires to repave the street in its entirety and desires the DISTRICT to not complete the pavement patch repairs; and

WHEREAS, the DISTRICT desires the CITY to construct and perform contract administration for the construction of the street repairs; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180;

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DISTRICT AND the CITY hereby agree as follows:

ARTICLE I

THE CITY AGREES:

- A. To repave approximately 7,000 square yards of the alignment of DISTRICT Contract No. C1064, 2300 Zone Transmission System Improvements, that is in Decatur Boulevard right-of-way from Washington Avenue to Lake Mead Boulevard.
- B. To provide contract administration for the construction of the paving.

ARTICLE II

THE DISTRICT AGREES:

- A. To pay the CITY the bid amount item for the pavement replacement of \$34,200.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That this Agreement shall inure to the benefit of, and be binding upon, the CITY and the DISTRICT. Nothing in this Agreement shall be construed to give any rights or benefits to any member of the general public or any other individual or entity. This agreement is intended to benefit only the parties hereto.
- B. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the construction of the water facilities in conjunction with the project.
- C. That this Agreement shall remain in effect for a period commencing with the date of execution by both the CITY and the DISTRICT and will terminate when construction of all improvements contemplated herein have been completed and the CITY has received the required reimbursement from the DISTRICT in accordance with this Agreement for all costs related to the construction, or by written agreement between the CITY and the DISTRICT.
- D. That this Agreement may be executed in any number of counterparts and when so executed each such counterpart shall be deemed to be an original hereof.
- E. That this Agreement, or parts hereof, shall be subject to amendment as may be proposed by the CITY or the DISTRICT; provided, however, that all amendments to this Agreement must be in proper form and be properly executed by the CITY and the DISTRICT.
- F. That without waiving the limitations of NRS Chapter 41, the CITY will be responsible for any loss, damage, liability, cost, or expense, except those exempted by law or caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations of NRS Chapter 41, the DISTRICT will be responsible for any loss, damage, liability, cost, or expense, except those exempted by law or caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement.
- G. That the CITY and the DISTRICT and their respective 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 CITY or the DISTRICT or their respective officers or employees, regardless of the cause of error (reference NRS 41.0321).

- H. That should any covenant, condition, term, or provision of this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable, all of the remaining covenants, conditions, terms, and provisions herein shall remain in full force and effect.
- I. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- J. This Agreement is not intended to benefit any third party or member of the general public and will create no rights or causes of action in anyone not a party to the Agreement.
- K. The CITY shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin. The CITY shall take affirmative action to ensure 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.

The CITY 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. The CITY will comply with all local, state, and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the CONSULTANT has entered into this Agreement on the ____ day of _____, 2005.

APPROVED AS TO FORM:

Thomas R. Green 3/17/05
CITY Attorney - DEPUTY
CITY of Las Vegas

ATTEST:

CITY OF LAS VEGAS

Barbara Jo Ronemus, CITY Clerk

Oscar B. Goodman, Mayor

THIS AGREEMENT shall be in full force and effect as of the ____ day of _____, 2005, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

APPROVED AS TO FORM:

Charles K. Hauser
Charles K. Hauser, General Counsel for the
Las Vegas Valley Water District

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy, Secretary

Myrna Williams, President

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

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

Approval of a Bill of Sale to transfer ownership from the City of Las Vegas (City) to the Las Vegas Valley Water District for water distribution facilities located at the City's Water Pollution Control Facility (WPCF) - County (near Ward 3 - Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

An Interlocal Agreement with the Las Vegas Valley Water District was approved by the City Council on April 21, 2004 for fire water service at the WPCF. The agreement specifies that the City would construct the facilities required and turn them over to the Water District for service. The attached Bill of Sale accomplishes this transfer.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Bill of Sale
2. Copy of Interlocal Agreement 110026

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(10:18 - 10:21)

1-2628

BILL OF SALE

Water Pollution Control Facility - Plant Expansion - 110026

FOR VALUE RECEIVED, City of Las Vegas does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated April 20, 2004, identified as No. 110026 between City of Las Vegas and the Las Vegas Valley Water District.

That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend the title to the same against any and all persons lawfully claiming or to claim the same.

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this 20th day of April, 2005.

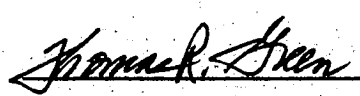
ATTEST:

CITY OF LAS VEGAS


BARBARA JO RONEMUS
City Clerk


OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

 3/29/05
City Attorney - DEPUTY

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
WATER POLLUTION CONTROL FACILITY - PLANT EXPANSION**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a political subdivision 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 is engaged in a plant expansion project, generally located on Vegas Valley Drive, east of Sloan Lane, further described as Clark County Assessor's Parcel Number(s) 161-10-401-004, and is desirous of continuing to receive potable water from the DISTRICT; and

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

WHEREAS, the DISTRICT is willing to continue to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water facilities for the purpose of providing a fire protection water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES," shown on that certain plan or plans entitled:

**WATER POLLUTION CONTROL FACILITY - PLANT EXPANSION
Site Yard Piping**

- B. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- C. 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.
- D. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph A above.

- E. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- F. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- G. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- H. That all WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT's requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT's Service Rules.
- I. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- J. Should any defective material or workmanship affecting the WATER FACILITIES installed by the 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.
- K. 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.
- L. 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.
- M. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- N. 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.

- O. The DISTRICT, its 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, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. 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.
- B. That construction water may be provided through metered fire hydrants in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. 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.
- B. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- D. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- E. 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 this Agreement. The CITY does not waive the conditions and limitations of NRS Chapter 41.
- F. 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.
- G. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

- H. 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.
- I. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- J. 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 21 day of April, 2004.

APPROVED:

Robert S. Glavin 4-7-07

City Attorney

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

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

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-38-2005 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2006) (\$49,240.38 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

Fiscal Impact:

☐ No Impact	Amount:	\$49,240.38
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

This resolution disposes of protests and confirms the final assessment roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the maintenance costs from July, 2005 through June, 2006.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-38-2005

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RESOLUTION NO. R-38-2005

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2006); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING OF SAID ASSESSMENT ROLL; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (hereinafter the "District Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance) (hereinafter the "District") to defray the annual maintenance costs of a street beautification project, (hereinafter the "Maintenance Project") within the District; and

WHEREAS, the City Council has heretofore determined that the entire portion of the cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council heretofore determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2006 (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$49,240.38, of which \$0.00 is available from other sources and of which \$49,240.38, is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the Director of Public Works with the assistance of the Engineering Integration Division (hereinafter, the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out an assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, the amount of

the proposed assessment to be levied thereon; the Engineer has reported the assessment roll to the City Council and the Engineer has filed the assessment roll with the City Clerk; and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the Engineer (with the assistance of the Engineering Integration Division) has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, April 6, 2005, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on April 6, 2005, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Maintenance Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on March 2, 2005, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on April 6, 2005, on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1485 (FY2006) Assessment Protest Resolution" (herein the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the Engineer, and filed in the records of the office of the City Clerk on March 2, 2005, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2006), including, but not limited to, the maintenance of the street beautification improvements, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value

increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on April 20, 2005.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to form:

4-8-05 *Val Steef*

Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on April 20, 2005.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Michael Mack
Steve Wolfson
Lois Tarkanian

Those Voting Nay:

Those Absent:

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on April 20, 2005, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this April 20, 2005.

(SEAL)

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation for the sale of a 1.1-acre parcel located at the southwestern corner of Wheeler Peak and Martin L. King Boulevard in the Enterprise Park to adjust the purchase price to accommodate a Right-of-Way Dedication (\$11,215.80 - Industrial Revenue Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$11,215.80
☒	Budget Funds Available	Dept./Division:	OBD/Economic Development
☐	Augmentation Required	Funding Source:	Industrial Revenue Fund

PURPOSE/BACKGROUND:

The City of Las Vegas needs 2,077 square feet of land at the southwestern corner of Wheeler Peak and Martin L. King Boulevard for a Right-of-Way Dedication for accommodating the Martin L. King Boulevard widening project. Approval of this First Amendment will adjust the purchase price from \$258,595 to \$247,379.20, which shall result in the City paying RLT Corporation a credit of \$11,215.80 for the purchase of the site. Upon payment to escrow, a Grant Deed will be recorded to accomplish the Right-of-Way Dedication.

RECOMMENDATION:

The 4/19/2005 Real Estate Committee forwarded this to the full Council with no recommendation. Staff recommends approval.

BACKUP DOCUMENTATION:

1. First Amendment to the Purchase and Sale Agreement between City of Las Vegas and RLT Corporation
2. Disclosure of Principals
3. Site Map

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)
Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)
Item 37: STRICKEN 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.

(10:18 - 10:21)

1-2628

**FIRST AMENDMENT TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT
BETWEEN CITY OF LAS VEGAS AND RLT CORPORATION**

THIS FIRST AMENDMENT, entered into this 20th day of April 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and RLT CORPORATION, a Nevada for-profit corporation duly formed and organized in the State of Nevada (hereinafter the "Developer").

WITNESSETH:

WHEREAS, the City and Developer entered into a Real Property Purchase and Sale Agreement ("Agreement") on February 5, 2003 for the purchase and sale of a 1.099-acre site ("Site") in the Las Vegas Enterprise Park; and

WHEREAS, the Agreement required the Developer to use the Site for the development of a 14,000 square foot office building; and

WHEREAS, the Developer purchased the Site, as evidenced by the recordation of the Grant, Bargain and Sale Deed on September 23, 2003, as Instrument No. 02764 in Book No. 20030923 ("Developer's Original Closing Date"), for a purchase price of \$258,595 ("Purchase Price"), which was based on a purchase price of \$5.40 per square foot and conveyed the Site to its affiliate, the Arlt Family Trust; and

WHEREAS, subsequent to the Developer's Original Closing Date, the City desires to use a portion of the Site for a Right-of-Way Dedication ("Dedication") to assist the City with a planned widening of Martin Luther King Boulevard; and

WHEREAS, the Dedication is two thousand, seventy-seven square feet, more or less, as more particularly described hereinafter; and

WHEREAS, as consideration for the Dedication, the City desires to modify the Purchase Price to credit the Developer, at a price of \$5.40 per square foot, the amount of real property needed for the Dedication, which equates to a credit of \$11,215.80 ("Dedication Credit"); and

WHEREAS, the adjusted purchase price after this credit to the Developer for the Dedication would be \$247,379.20 ("Adjusted Purchase Price"); and

WHEREAS, the City and the Developer desire to accomplish the foregoing through this First Amendment;

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

1. Section 4 of the Agreement is deleted in its entirety and is amended to read as follows:

4. ACQUISITION OF SITE

The Purchase Price for the Site is \$258,595 (hereinafter "Purchase Price"), which is based on approximately \$5.40 per square foot for the Site, which contains approximately 47,888 square feet, or 1.099 acres, more or less.

The Adjusted Purchase Price for the Site is \$247,379.20 (hereinafter "Adjusted Purchase Price"). The Adjusted Purchase Price is based on the Purchase Price, less a credit to the Developer for an area containing 2,077 square feet, more or less, to be used for a Right of Way dedication for the City. This Right of Way dedication ("Dedication") is described in Exhibit "A" attached to this First Amendment and by this reference incorporated herein.

The City shall pay the difference between the Purchase Price and the Adjusted Purchase Price, which amounts to \$11,215.80 (hereinafter the "Dedication Credit"). The Dedication Credit is due and payable by the City at or before the Adjusted Close of Escrow as described in Section 14.1 hereinafter. For purposes of determining the Adjusted Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping. In the event that the Site's actual square footage is more than, or less than 47,888 square feet, the Adjusted Purchase Price of \$247,379.20 shall prevail.

2. A new Section 9.1 is added to the Agreement and shall read as follows:

9.1 RIGHT OF WAY DEDICATION

To accomplish a Right of Way Dedication for the City, the City and Developer agree to execute the Grant Deed ("Dedication Deed"), the form for which is attached hereto as Attachment "A" and by this reference is made a part hereof.

The City and the Developer agree that the total consideration for the Dedication Deed is one dollar (\$1.00) and the Adjusted Purchase Price as specified herein.

The Developer agrees that the Arlt Family Trust, by and through its Trustees, Thomas M. Arlt, and , Linda D. Arlt, shall execute the Dedication Deed conveying the Dedication to the City.

3. A new Section 14.1 is added to the Agreement and shall read as follows:

14.1 ADJUSTED CLOSE OF ESCROW AND ESCROW INSTRUCTIONS

Upon the fulfillment of the conditions described in this First Amendment, the Escrow Agent shall file the Dedication Deed for recordation among the land records in the Office of the County Recorder of Clark County. The Adjusted Close of Escrow shall occur

within forty-five (45) days following the execution of the First Amendment by the City and the Developer. The recordation of the Dedication Deed shall constitute the Adjusted Close of Escrow. The contents of this First Amendment shall serve as escrow instructions for both parties. The City and Developer agree to sign any additional escrow instructions which are mutually agreeable to both parties, provided that such additional escrow instructions do not result in liability to either party in an amount of \$24,999 or greater. All costs incurred by the Escrow Agent to accomplish the foregoing shall be borne by the City.

4. Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain in full force and effect.

Date of City Council Approval:

April 20, 2005

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:

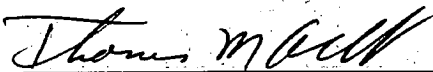

BARBARA JO RONEMUS, City Clerk

5/6/05, 2005

Approved as to form:

J. P. [Signature] 4/5/05
Date

RLT CORPORATION

By: 
THOMAS M. ARLT, President

By: 
LINDA D. ARLT, Treasurer

ACKNOWLEDGED AND APPROVED BY THE ARLT FAMILY TRUST

The foregoing First Amendment to Real Property Purchase and Sale Agreement between the City of Las Vegas and RLT Corporation is hereby acknowledged and approved by the ARLT Family Trust.

Date: 5/2/05

THE ARLT FAMILY TRUST

Thomas M. Arlt
THOMAS M. ARLT, Trustee

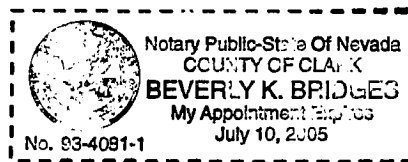
Linda D. Arlt
LINDA D. ARLT, Trustee

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 4th day of May, 2005, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B.
GOODMAN, who acknowledged that he executed the above instrument.

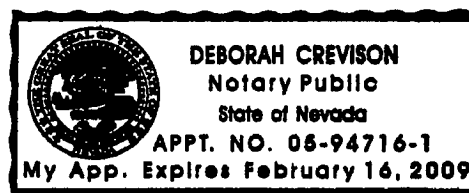
Beverly K. Bridges
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 2nd day of may, 2005, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada, THOMAS M.
ARLT, who acknowledged that he executed the above instrument.

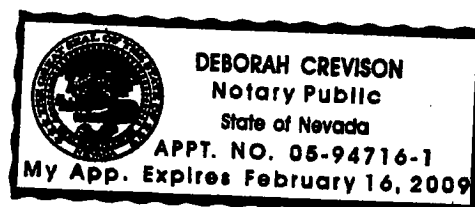
Deborah Crevison
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 2nd day of may, 2005, personally appeared before me,
the undersigned, a Notary Public in and for the County of Clark, State of Nevada, LINDA D.
ARLT, who acknowledged that she executed the above instrument.

Deborah Crevison
NOTARY PUBLIC, in and for said
County and State



ATTACHMENT "A"

APN: 139-21-416-001

WHEN RECORDED MAIL TO:
RIGHT-OF-WAY SECTION
CITY OF LAS VEGAS –
ATTN: ED BYRGE
731 SOUTH 4TH ST.
LAS VEGAS, NEVADA 89101

GRANT DEED

THIS INDENTURE WITNESSETH: That Thomas M. Arlt and Linda D. Arlt,
Trustees of the Arlt Family Trust

for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

**For complete legal description, see Exhibit "A" attached hereto
and by this reference made a part hereof**

For: 10' right-of-way located on the Southwest corner of Martin Luther King & Wheeler Peak Dr.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Continued:
Page 1 of 2

ATTACHMENT "A"

APN: 139-21-416-001

OWNER: Thomas & Linda Arlt

TYPE DOC: GRANT DEED

LOCATION: SWC of MLK & Wheeler Peak

Witness _____ hand _____ this _____ day of _____, 2005.

THE ARLT FAMILY TRUST

NAME: THOMAS M. ARLT, TRUSTEE

NAME: LINDA D. ARLT, TRUSTEE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

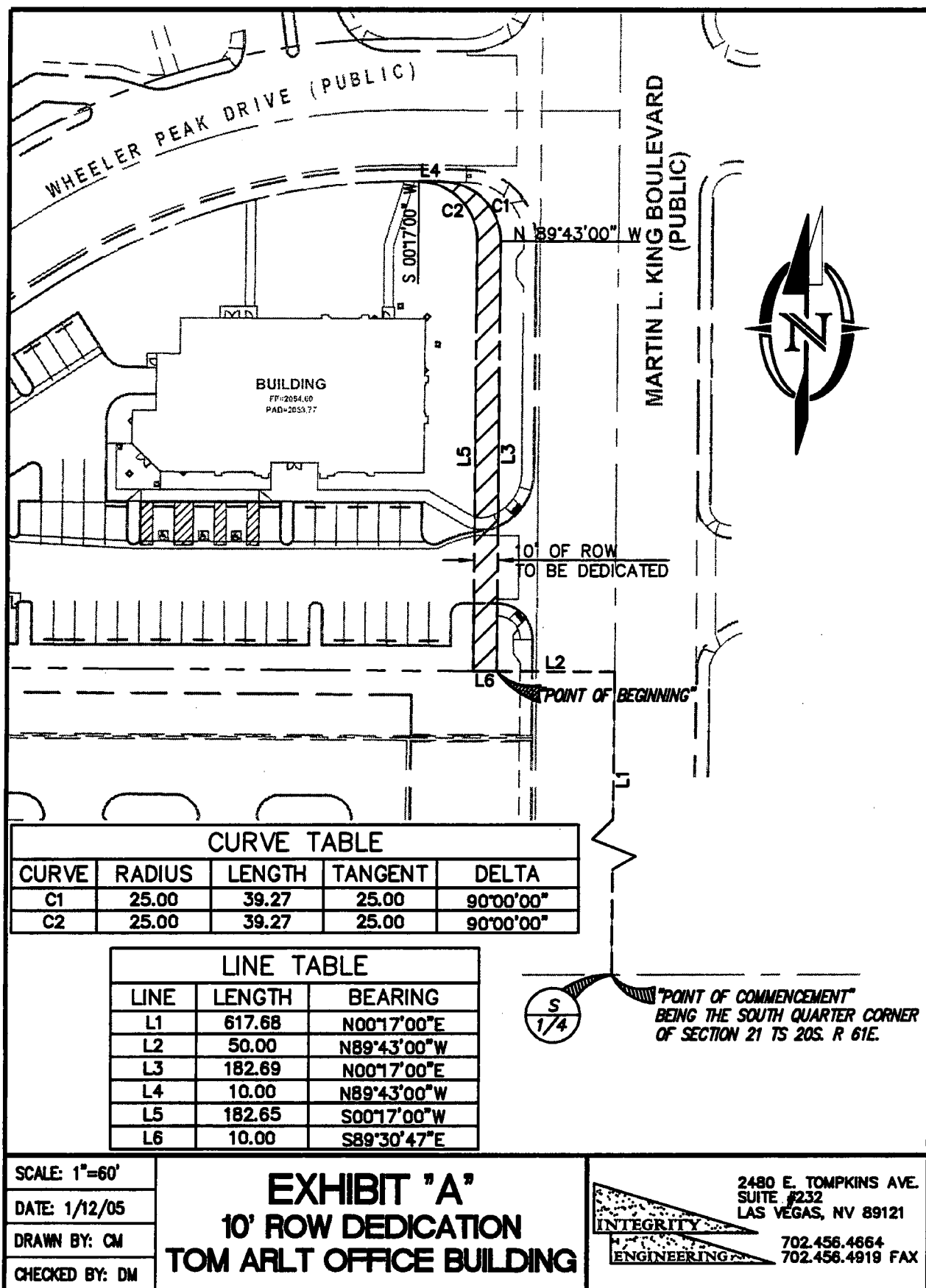
On _____ personally appeared before me, a Notary Public,
(Date) _____

(Person(s) appearing before Notary)

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument.

(Notary Public Signature)

**DUE TO CLARK COUNTY RECORDING STANDARDS,
PLEASE DO NOT WRITE/TYPE AND/OR STAMP
WITHIN THE 1" BORDER OF THIS DOCUMENT**



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	25.00	39.27	25.00	90°00'00"
C2	25.00	39.27	25.00	90°00'00"

LINE TABLE

LINE	LENGTH	BEARING
L1	617.68	N00°17'00"E
L2	50.00	N89°43'00"W
L3	182.69	N00°17'00"E
L4	10.00	N89°43'00"W
L5	182.65	S00°17'00"W
L6	10.00	S89°30'47"E

SCALE: 1"=60'

DATE: 1/12/05

DRAWN BY: CM

CHECKED BY: DM

EXHIBIT "A"
10' ROW DEDICATION
TOM ARLT OFFICE BUILDING



2480 E. TOMPKINS AVE.
SUITE #232
LAS VEGAS, NV 89121

702.456.4664
702.456.4919 FAX

EXHIBIT "A"
Legal Description for 10 feet of Right of Way Dedication

BASIS OF BEARING: North 00°17'00" East, along the centerline of Martin Luther King Blvd. as shown upon book 77, page 54 of plats, official records, Clark County, Nevada

Said dedication being a portion of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SE 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, and more particularly described as follows:

COMMENCING at the South Quarter (S 1/4) Corner of said Section 21; thence North 00°17'00" East, along the east line of the Southwest Quarter (SW1/4) of said Section 21, a distance of 617.68 feet; thence North 89°43'00" West, a distance of 50.00 feet; to a point on the westerly right-of-way of Martin Luther King Blvd., said point also being the **POINT OF BEGINNING**;

Thence North 00°17'00" East, a distance of 182.69 feet; to a point of curvature;
Thence northwesterly along a 25.00 foot radius curve concave to the southwest, with a radial bearing of North 89°43'00" West, through a central angle of 90°00'00", an arc distance of 39.27 feet,

Thence North 89°43'00" West, a distance of 10.00 feet; to a point of curvature;
Thence southeasterly along a 25.00 foot radius curve concave to the southwest, with a radial bearing of South 00°17'00" West, through a central angle of 90°00'00", an arc distance of 39.27 feet,

Thence South 00°17'00" West, a distance of 182.65 feet;

Thence South 89°30'47" East, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing 0.05 acres, or 2,077 square feet, more or less.

Prepared by:
Integrity Engineering
2480 E. Tompkins Ave. #232
Las Vegas, NV 89121

APN: 139-21-416-001

WHEN RECORDED MAIL TO:
RIGHT-OF-WAY SECTION
CITY OF LAS VEGAS –
ATTN: ED BYRGE
731 SOUTH 4TH ST.
LAS VEGAS, NEVADA 89101

GRANT DEED

THIS INDENTURE WITNESSETH: That Thomas M. Arlt and Linda D. Arlt,
Trustees of the Arlt Family Trust

for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Continued:
Page 1 of 2

LOCATION: SWC of MLK & Wheeler Peak

Witness _____ hand _____ this 2nd day of May, 2005.

NAME: THOMAS M. ARLT, TRUSTEE

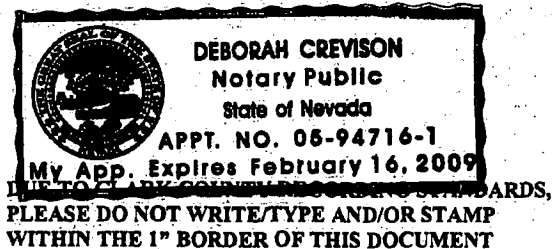
Linda D. Arlt
NAME/ LINDA D. ARLT, TRUSTEE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

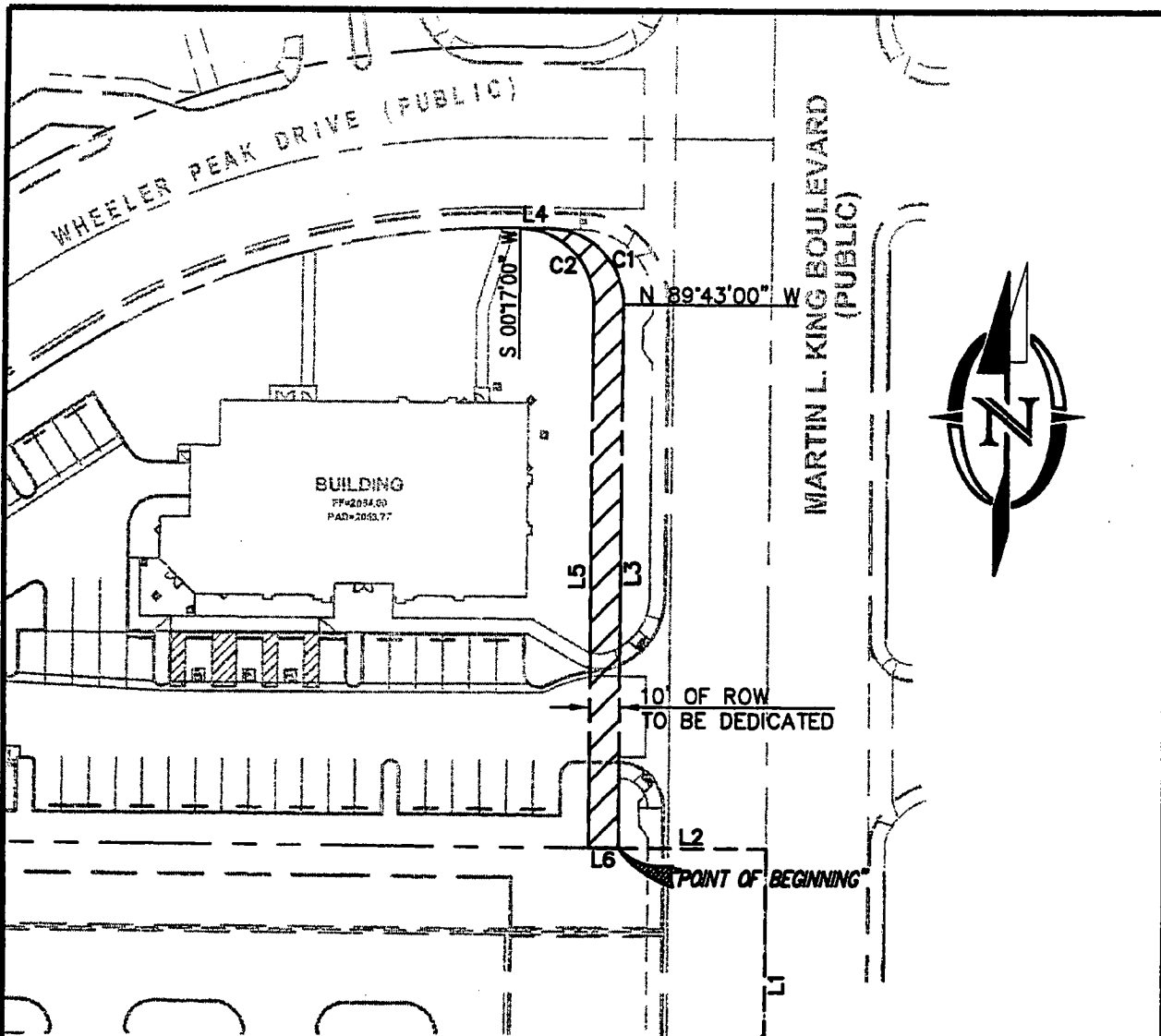
On 5/2/05 personally appeared before me, a Notary Public, _____
(Date)

Thomas M Arlt Lunda D. Arlt
(Person(s) appearing before Notary)

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument.



Notary Public Signature



CURVE TABLE				
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L5	182.65	S00°17'00"W
L6	10.00	S89°30'47"E



"POINT OF COMMENCEMENT"
BEING THE SOUTH QUARTER CORNER
OF SECTION 21 TS 20S. R 61E.

SCALE: 1"=60'
DATE: 1/12/05
DRAWN BY: CM
CHECKED BY: DM

EXHIBIT "A" **10' ROW DEDICATION** **TOM ARLT OFFICE BUILDING**



2480 E. TOMPKINS AVE.
SUITE #232
LAS VEGAS, NV 89121
702.456.4684
702.456.4919 FAX

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Containing 0.05 acres, or 2,077 square feet, more or less.

Prepared by:
Integrity Engineering
2480 E. Tompkins Ave. #232
Las Vegas, NV 89121

DISCLOSURE OF PRINCIPALS

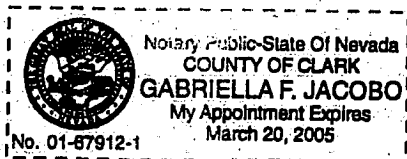
The principals and partners of RLT CORPORATION, and all persons and entities holding more than 1% interest in RLT CORPORATION, or any principal of RLT CORPORATION are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	THOMAS M. ARLT	1017 Desert Lane, Las Vegas, NV 89106	384-3950
2.	RHONDA A. BOYLE	1017 Desert Lane, Las Vegas, NV 89106	384-3950
3.	LINDA D. ARLT	1017 Desert Lane, Las Vegas, NV 89106	384-3950
4.			
5.			
6.			

Continue list until full and complete disclosure is made.

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

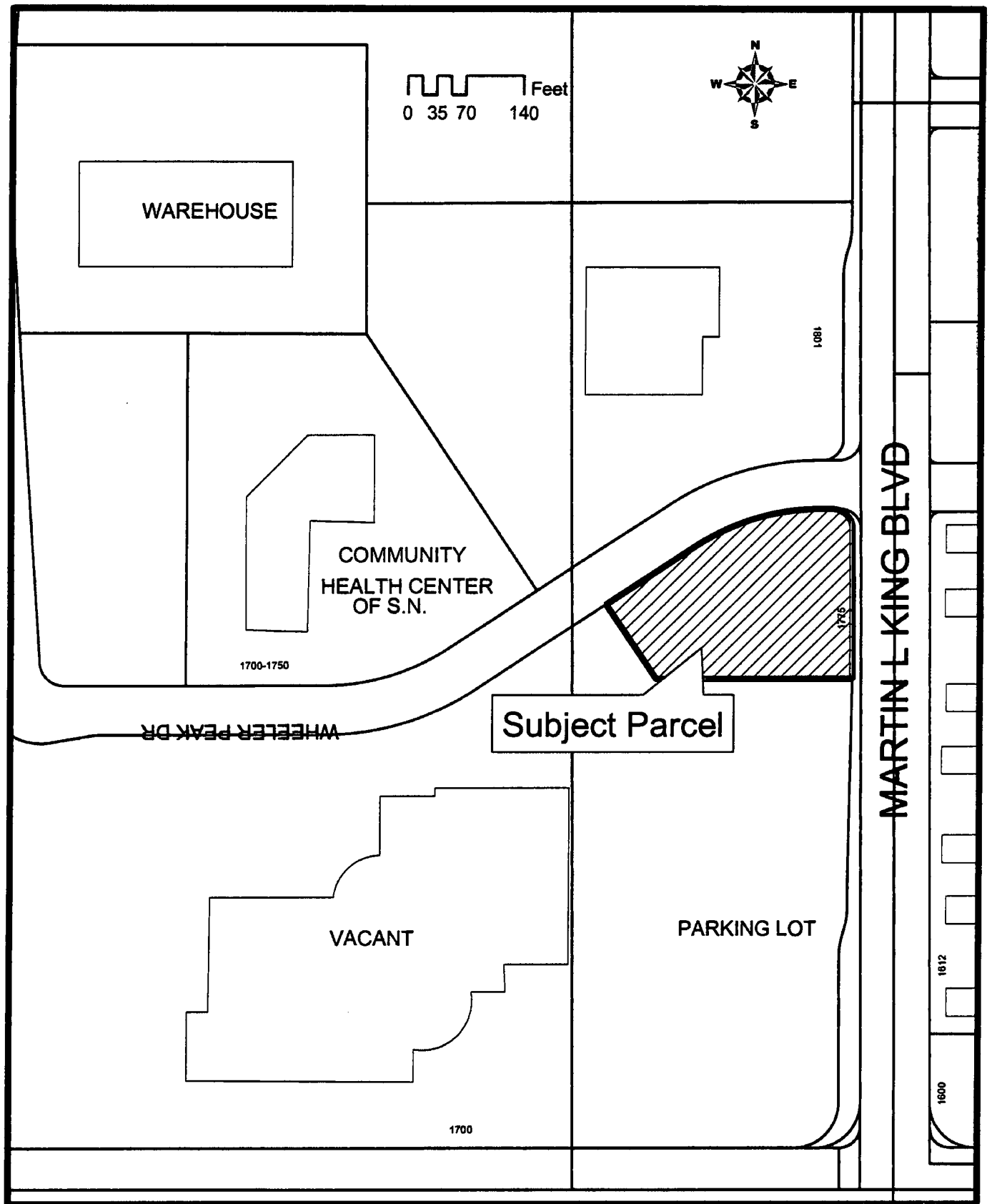
RLT CORPORATION



By Thomas M. Arlt
Title: Owner & President

Subscribed and sworn to before me this
14 day of January 2003

Gabriella Jacobo
Notary Public



Site Map

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: BUSINESS DEVELOPMENT**DIRECTOR: SCOTT D. ADAMS**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian**

Approval to transfer the Las Vegas Technology Center Common Areas, located at the intersection of Tenaya Way and Prairie Falcon Road, from the City of Las Vegas to the Las Vegas Technology Center Owners Association (LVTCOA) as required by the Operating Agreement approved by the City Council on March 1, 1995, as amended - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Operating Agreement as amended between the City and the LVTCOA requires the City to transfer the Common Areas to the LVTCOA at the end of the term of the operating agreement by way of a Quit Claim Deed.

RECOMMENDATION:

The 4/19/2005 Real Estate Committee and staff recommend authorizing execution of the Quit Claim Deed transferring the Las Vegas Technology Center Common Areas to the LVTCOA.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Operating Agreement as Amended
3. Quit Claim Deed
4. Disclosure of Principals
5. Site Map

MOTION:

REESE - APPROVED 4-6, 8-12, 14-36, 38, and 39 as recommended - UNANIMOUS with GOODMAN abstaining on Item 22 because the recipient is the mother of FRANK BUTTERFIELD (the Mayor's chief of staff)

Item 3: APPROVED under separate action (see individual item)

Items 7 & 13: ABEYANCE to 5/4/2005 under separate action (see individual items)

Item 37: STRICKEN 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.

(10:18 - 10:21)

1-2628

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: APPROVAL TO TRANSFER THE LAS VEGAS TECHNOLOGY CENTER OPEN SPACES TO THE LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION AS REQUIRED BY THE OPERATING AGREEMENT

1. On March 1, 1995, the City of Las Vegas and the Las Vegas Technology Center Owners Association (LVTCOA) entered into an operating agreement on the Operation and Maintenance of the "Common Areas" at the Las Vegas Technology Center (LVTC). The Agreement has a duration of ten (10) years (until March 1, 2005) or until the City no longer holds any property in the LVTC.
2. On February 2, 2000, the agreement was amended to reduce the size of the West Common Area to 1.523 acres.
3. On November 5, 2003, the agreement amended to allow for the sale or transfer of Common Areas in the event that the Fifth Amended Declaration of Covenants, Conditions and Restrictions (Amended CCRs) was duly approved by the owners and first lien holders of the LVTC and recorded with the Clark County Recorder's Office. Subsequently, the owners and first lien holders of the LVTC did not approve the Amended CCRs.
4. On March 2, 2005, the agreement was amended to extend the time of the agreement 60 days to May 1, 2005.
5. The City has 30 days from the termination date of the agreement in which to transfer the Common Areas.
6. The specified mechanism of transfer is by Quit Claim Deed.

**SECOND AMENDMENT TO THE OPERATING AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
THE LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION**

THIS SECOND AMENDMENT TO THE OPERATING AGREEMENT is made and entered into this 2ND day of March, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION, a Nevada non-profit corporation (the "LVTCOA").

RECITALS

WHEREAS, on March 1, 1995, the City and the LVTCOA entered into an Operating Agreement, attached hereto as Exhibit "A," which provides, among other things, for the maintenance of the common area in the Las Vegas Technology Center; and

WHEREAS, the City and LVTCOA entered into a First Amendment to the Operating Agreement on February 2, 2000, attached hereto as Exhibit "B" (the Operating Agreement and First Amendment shall be referred to as the "OA"); and

WHEREAS, the LVTCOA has requested an extension to the term of the OA to which the City agrees.

NOW, THEREFORE, said parties do hereby agree as follows:

1. Section V, Term, shall be amended by adding the following sentence:

Notwithstanding the provisions of the Agreement, the term of the Agreement is extended to May 1, 2005, pursuant to this Second Amendment.

2. No Other Amendments. Except as expressly set forth in this Second Amendment, all provisions of the OA shall remain in full force and effect.

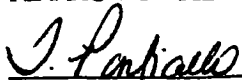
CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 2/16/05
Date

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

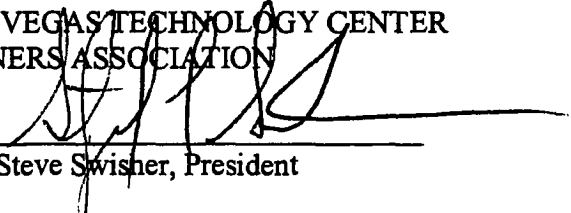
By: 
Steve Swisher, President

Exhibit A

AGREEMENT

This Agreement, made and entered into the 1st day of MARCH, 1995, by the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (herein the "Association").

WITNESSETH:

WHEREAS, each of the parties hereto is committed to ensure that the development of the Las Vegas Technology Center occurs in an aesthetically pleasing and economically sound manner; and

WHEREAS, the City and the Association have established certain common areas within the Las Vegas Technology Center for the common use, enjoyment and benefit of the Association; and

WHEREAS, the City and the Association agree that the maintenance requirements for the common areas and decorative fence are the responsibility of the Association; and

WHEREAS, the maintenance requirements include a variety of activities to be performed on the common area and decorative fence as more fully set forth below; and

WHEREAS, the City agrees to assist the Association in meeting its maintenance obligation of the common areas and decorative fence by paying for a portion of the utility costs to service the common areas.

NOW, THEREFORE, said parties do hereby agree as follows:

I. MAINTENANCE OF THE COMMON AREAS

For the duration of this Agreement, and in consideration for the City paying a portion of the utility costs, the Association agrees to provide as a minimum the maintenance services provided in Exhibit "A" for those areas designated as the "Entry Feature" and the "Open Space" (herein the "Common Areas") and the decorative fence on Exhibit "B", both of which are attached hereto and incorporated herein as a part of this Agreement. Changes to the level of maintenance services in Exhibit "A" may be made provided such changes are made in writing and have the approval of the City Manager for the City. The Association may assign its maintenance obligation under this Agreement and the decorative fence to any contractor approved by the City (which approval shall not be unreasonably withheld); provided, however, such assignment shall not relieve or release the Association from responsibility for maintenance.

II. APPORTIONMENT OF UTILITY COSTS

The parties hereto agree that for the duration of this Agreement the utility costs shall be apportioned between the parties in accordance with Exhibit "C" attached hereto and

incorporated herein as a part of this Agreement. As used herein, "utility costs" refers to the charge or fee imposed by the utility company to provide water, electric or sewer services to the Common Areas of the Las Vegas Technology Center.

III. INSURANCE

The Association agrees to obtain and maintain during the existence of this Agreement, general comprehensive liability insurance for bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000) combined single limit. Prior to the commencement of this Agreement, the Association shall furnish or cause to be furnished to the Agency certificates of insurance or endorsements evidencing the coverage required herein from an insurance company acceptable to the City. The Association will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within thirty (30) calendar days prior to the expiration date of said insurance.

The City, its officers, employees, agents, consultants and volunteers must be expressly covered as insured parties under such insurance. The insurance coverage required herein must provide for a 30-day written notice to the City before any amendments, modifications, suspensions, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

In the event the Association fails to comply with the insurance requirements contained herein, the City shall have the right, in addition to the remedies otherwise available, to procure or reinstate such insurance coverage. In either case, the City shall be entitled, upon 30 days written notice, to collect the cost thereof from the Association.

IV. TRANSFER OF COMMON AREAS

Within thirty (30) days after the expiration of this Agreement, the City agrees to convey, and the Association agrees to accept, all of its right, title and interest in the Common Areas by way of a quitclaim deed given to the Association. The City agrees that the conveyance shall be free of liens, encumbrances or other conditions of record except 1) those of record as of the date of this Agreement, and 2) any that are acceptable to the Association at the time of such conveyance.

V. TERM

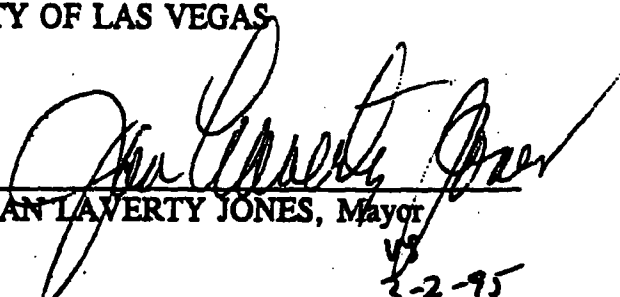
This Agreement shall remain in force and effect for a period of (i) ten (10) years from the date first set forth above, or (ii) the City disposes of all of its ownership interest in the

Las Vegas Technology Center, whichever occurs first.

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

CITY OF LAS VEGAS

By


JAN LAVERTY JONES, Mayor

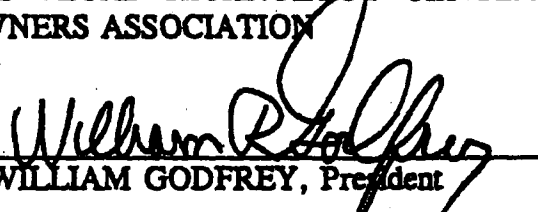
vs
3-2-95

Attest:


KATHLEEN M. TIGHE, City Clerk

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

By


WILLIAM GODFREY, President

Attest:


Michael Majewski, Secretary

**MAINTENANCE SERVICE AGREEMENT
FOR THE LAS VEGAS TECHNOLOGY CENTER OPEN SPACES
AND ENTRY FEATURES, PHASES II & III**

CLEANING/POLICING GROUNDS

1) Contractor shall remove all foreign material including trash, paper, cans, bottles, leaves, pet fecal, debris, etc. for the areas included in this maintenance service agreement. Each area shall be cleaned on a daily basis, unless otherwise indicated.

2) Contractor shall be responsible for notifying the Owners Association of graffiti problems in the contract areas. Upon notification, the Owners Association shall handle the problem for removal of graffiti.

3) Additional cleaning requirements are addressed throughout this maintenance service agreement.

a) **Parking Lots/Sidewalks:** Contractor shall remove all foreign material including trash, paper, cans, bottles, leaves, pet fecal, debris, etc. from this area on a weekly basis. Parking lots/sidewalks shall be power machined or hand-blown clean of all debris on a weekly basis, or as often as required to appear clean under any circumstance.

b) **Jogging Track:** Jogging track surface shall be hand-blown clean of all debris on a weekly basis, and shall be washed at least once (1) per quarter, or as often as required to appear clean under any circumstance. During the washing operation the Contractor shall inspect the track surface, and notify the Owners Association of any defects or problems which may be occurring.

c) **Canopies/Benches/Picnic Areas:** Picnic canopy areas including tables, benches, receptacles and pads, shall be cleaned on a weekly basis. Maintenance includes but is not limited to washing tables, benches, receptacles, concrete pads and removal of trash debris. Tables, benches and receptacles shall be cleaned with a soft bristle brush using mild-soap and water. After cleaning thoroughly with soap and water apply a liquid bleach for sanitizing.

d) **Signage:** Contractor shall inspect the sign periodically, and notify the Owners Association of any malfunctioning problems or visible sign damage which may be occurring.

e) **Restroom/Amphitheater:** Restroom facility shall be cleaned of trash, litter, and debris three (3) times per week. Concrete floors, walls, and fixtures shall be washed on a weekly basis, or as often as required to appear clean under

any circumstance. After cleaning thoroughly apply a liquid bleach for sanitizing. Contractor shall replenish restroom supplies and material as required. Contractor shall be reimbursed for the restroom supplies at the invoice price plus 25%. Contractor shall notify the Owners Association when any plumbing leaks or other problems occur which require specialized maintenance. Once notification is received indicating a problem, the Owners Association will see that the problem is corrected.

Amphitheater shall be hand-blown clean of trash, litter and debris on a weekly basis, and shall be washed at least once (1) per month, or as often as required to appear clean under any circumstance.

f) **Fitness Area:** Fitness equipment and surface shall be hand-blown clean of all debris on a daily basis, and shall be washed at least once (1) per month, or as often as required to appear clean under any circumstance. Contractor shall inspect the fitness equipment for loose nuts and bolts, missing parts, and in general any problems that may cause potential hazard to users. Contractor shall notify the Owners Association of potential hazards or problems relating to the equipment, so these concerns can be corrected. During the washing operation the Contractor shall inspect the protective surface, and notify the Owners Association of any defects or problems which may be occurring.

MATERIALS

1) All material used under this maintenance service agreement shall be the same or of equal quality as the initial installation, or subject to the approval of the Owners Association.

REIMBURSEMENT

1) In order for the Contractor to receive any and all reimbursements for additional material and labor used in this maintenance service agreement, prior written authorization from the Owners Association shall be received. If prior written authorization is not received, the Contractor shall not be entitled to receive any compensation for material and labor used, except under emergency conditions.

WATERING

1) All trees, lawns, shrubs and ground covers shall receive water through the irrigation system.

2) Irrigation system shall be checked for performance and effective coverage on a weekly basis. All damage to sprinkler heads and lines discovered by the Contractor shall be reported to the Owners Association. Contractor shall be responsible to maintain the system at 100% working order, and to program the controllers for seasonal changes.

- 3) Contractor shall furnish emergency twenty-four (24) hour service when necessary to repair damaged or malfunctioning irrigation system that is causing flooding.
- 4) Damage to the irrigation system caused by the Contractor's activities, or incurred by mowing practices shall be repaired by the Contractor at his expense.
- 5) Damage to the irrigation system due to vandalism, theft, acts of God, or tenant misuse shall be repaired by the Contractor and paid for by the Owners Association. Contractor shall be reimbursed for material used in making repair at the invoice price plus 25%.
- 6) In the event of an extended breakdown of the irrigation system, the Contractor shall operate the system manually at no charge to the Owner Association in order to maintain plant life until the system is returned to operation. Contractor shall be responsible for the health and condition of all plant material affected by the water system shut-down.
- 7) Trim lawn around sprinkler heads as required to maintain efficiency, and adjust sprinkler heads as necessary to maintain proper coverage of landscaped areas with minimum overspray. Overspray onto parking lots, automobiles, or roadways are unacceptable. Overspray onto walkways shall be minimized, and at no time shall the operation of the irrigation system be allowed to create a safety hazard or nuisance.

LAWN MAINTENANCE

- 1) Prior to mowing, lawn areas shall be cleaned and free of all debris, paper, stones, bottles, and miscellaneous litter.
- 2) Mowing of lawn areas shall be conducted in a neat orderly manner, using appropriate equipment which is clean, sharp and well-maintained. All grass clippings are to be picked up and removed from site unless the Contractor is equipped with mulching-mowers.
- 3) All lawn areas shall be mowed at least 4 times a month during the growing season and at lesser intervals during the winter months, but shall appear neat and trim under any circumstance.
- 4) Mow lawn areas when they reach 3" high May through September, 2-1/2" high April and October, and 2" high January through March, and November through December. Raise or reduce mowing heights gradually (1/2" per week).
- 5) All lawn areas shall be dethatched and aerated a minimum of two (2) times per year, in the spring and late summer.
- 6) Edging shall be accomplished when lawns are cut by using a standard power edger. Power edger shall be clean, sharp and well-maintained. Lawns shall be edged

along curbs, jogging tracks, sidewalks, driveways, and parking lots. All grass clippings and debris shall be picked up and removed from site.

7) Trimming shall be accomplished when lawns are cut. Trimming may be accomplished with a power monofilament type trimming machine, or by hand. All grass clippings and debris shall be picked up and removed from site.

8) In order to maintain a healthy green lawn, the Contractor shall apply an approved fertilizer to lawn areas four (4) times a year at no cost to the Owners Association. Additional applications by the Contractor shall be reimbursed for material at the invoice price plus 25%. Prior written authorization for additional applications are required by the Contractor to receive reimbursement.

9) All lawn areas shall be kept weed free. Method of controlling weeds (by hand or chemical) is at Contractor's option.

10) Contractor shall not be responsible for turf loss due to Owners operation of activities, vandalism, disease, or acts of God. Contractor shall be liable for replacement of turf loss through negligence or improper use of fertilizer, careless use of weed controls, lack of water, and damage from equipment operated by his employees.

TREE AND SHRUB MAINTENANCE

1) Trees and shrubs shall be pruned at least twice yearly, (Spring and early Fall) and as required during the year for minor shaping. Major tree pruning (over 12 feet) by the Contractor requires prior approval as to the removal work.

2) Deep root fertilization shall be applied to all trees and shrubs once a year at no cost to the Owners Association. An approved fertilizer shall be used for this application.

3) Contractor shall not be responsible for tree and shrub loss due to the Owners operation of activities, vandalism, frost, storm damage and disease. Contractor shall be liable for the replacement of tree and shrub loss through negligence, improper planting, improper culture, over fertilization, careless use of chemicals, weed controls, or damage from equipment operated by his employees.

4) Replacement of plant material shall be of same species, quality, quantity, and size as initial installation. Contractor shall follow and conform to original planting techniques and methods for plant replacement.

5) Inspect tree stakes at least every three (3) months and after high winds to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Restake and tighten tree stakes as necessary at no cost to the Owners Association. Follow and conform to original staking techniques and methods for restaking. Do not

remove tree stakes without prior approval of the Owners Association.

6) Contractor shall take normal precautions and institute proper procedures for the control of weeds, insects, pests or disease and shall be responsible for all plant loss and damage resulting from improper procedure or the failure to take normal precautions to control weeds, insects, pests or diseases.

7) Native areas shall be kept free of all weeds and grasses. Method of controlling weeds (by hand or chemical) is at Contractor's option. Grass in tree wells shall be properly trimmed back, unless otherwise agreed upon.

8) Decomposed granite in native areas shall be periodically raked and scarified at time of weeding. If granite mulch becomes thin or shallow in areas, the Contractor shall be responsible to replace the granite to recommended depth. Contractor shall receive prior approval as to the work areas needing additional mulch. Contractor shall be reimbursed for material used in making the replacement at the invoice price plus 25%.

9) If chemicals are used for weed control, the Contractor shall be responsible for any and all adverse affects or death of plant material, including soil sterilization, runoff and drift onto adjacent properties. Contractor shall make all repairs or plant replacements due to chemical application at no cost to the Owners Association.

10) Contractor shall control gophers and other pests which burrow, crawl, fly, nest or otherwise reside in the contract areas. It shall be the Contractors responsibility to determine the method of control and to execute action as determined. Pesticides used in the method of control, shall be used in strict conformance with the manufacturer's instructions as they appear on the product label.

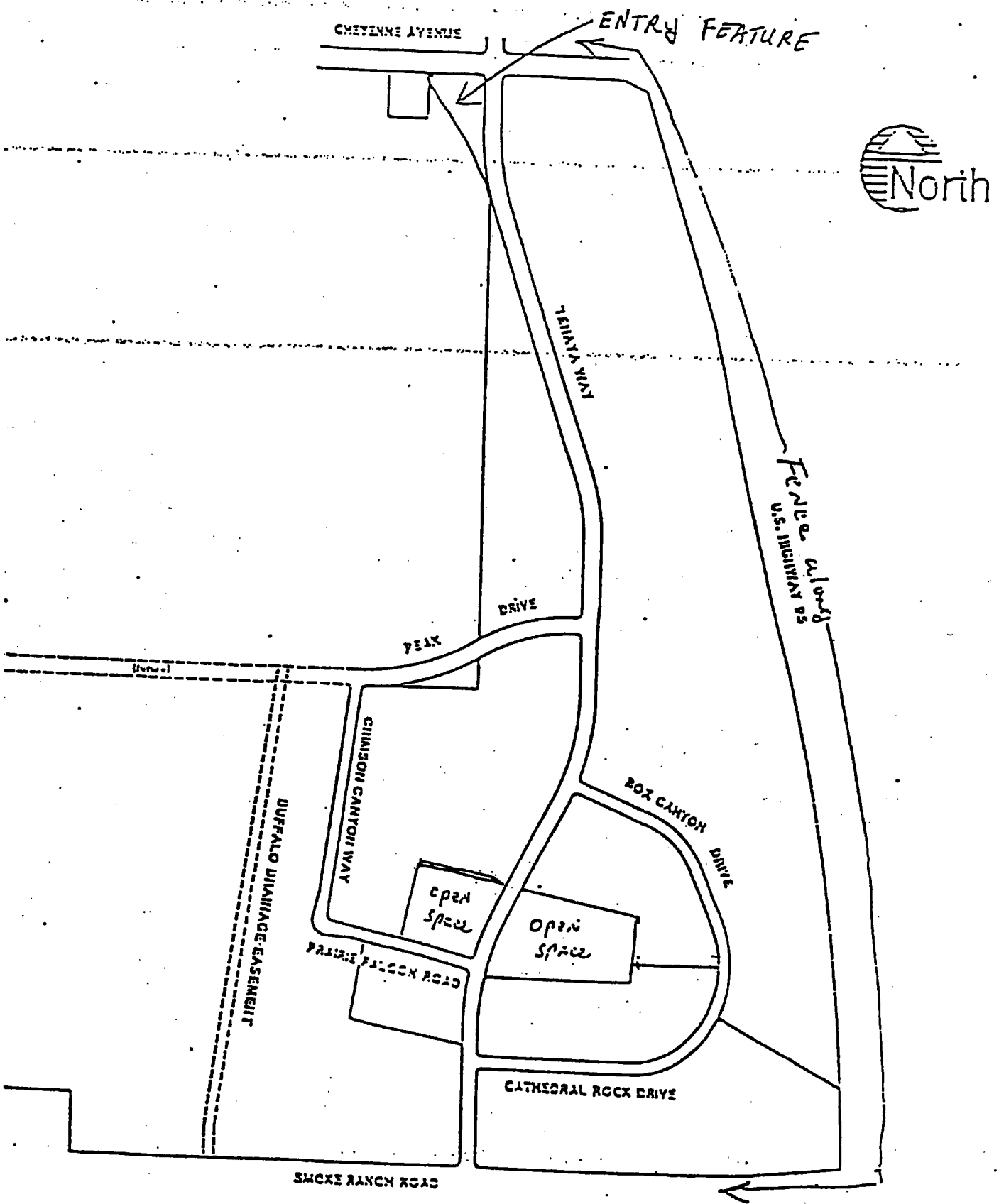
11) All chemicals, herbicides, pesticides, insecticides, and fertilizers to be used shall be registered for use in Nevada and have an Environmental Protection Agency Registration Number.

INSURANCE

1) Contractor shall be required to provide proof of liability insurance for the amount of \$1,000,000.00.

2) Contractor shall be required to provide proof that he is registered with the State of Nevada Industrial Insurance Carrier, along with providing information as to State Contractor's License Number, Federal Tax I.D. Number, Federal Un-employment Number, State Un-employment Number, and City/County Business License Numbers.

LAS VEGAS TECHNOLOGY CENTER



APPORTIONMENT OF UTILITY COSTS
BETWEEN THE CITY OF LAS VEGAS AND THE
LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

<u>Year</u>	<u>City</u>	<u>Association</u>
I	100%	0%
II	90%	10%
III	80%	20%
IV	70%	30%
V	60%	40%
VI	50%	50%
VII	40%	60%
VIII	30%	70%
IX	20%	80%
X	10%	90%
XI	0%	100%

Exhibit B
FIRST AMENDMENT TO AGREEMENT
CITY OF LAS VEGAS
&
LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

This First Amendment, made and entered into the 2nd day of February, 2000, by the City of Las Vegas, a Municipal Corporation of the State of Nevada (here in the "City") and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (here in the "Association").

Witnesseth:

WHEREAS, the City and the Association made and entered into the Agreement (Exhibit A) the first day of March, 1995; and

WHEREAS, each of the parties hereto agree to amend the Agreement (Exhibit A) to reflect a change in the common area and decorative fence to be maintained by the Association and assisted by the City in its maintenance obligation of the common areas and decorative fence; and

WHEREAS, each of the parties hereto agree to amend the Agreement (Exhibit A) by illustration of the change in the common areas and decorative fence within Exhibit B of the Agreement.

NOW, THEREFORE, said parties do hereby agree as follows:

- I. Exhibit B of the Agreement is hereby replaced with Exhibit B attached to this Amendment, which reflects the reduction of the common area in the Las Vegas Technology Center.
- II. All other terms previously agreed between the City and the Association shall remain in force for the duration of the Agreement.

.....

.....

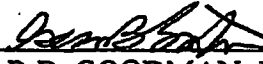
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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

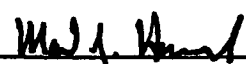
ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

 1-20-03

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

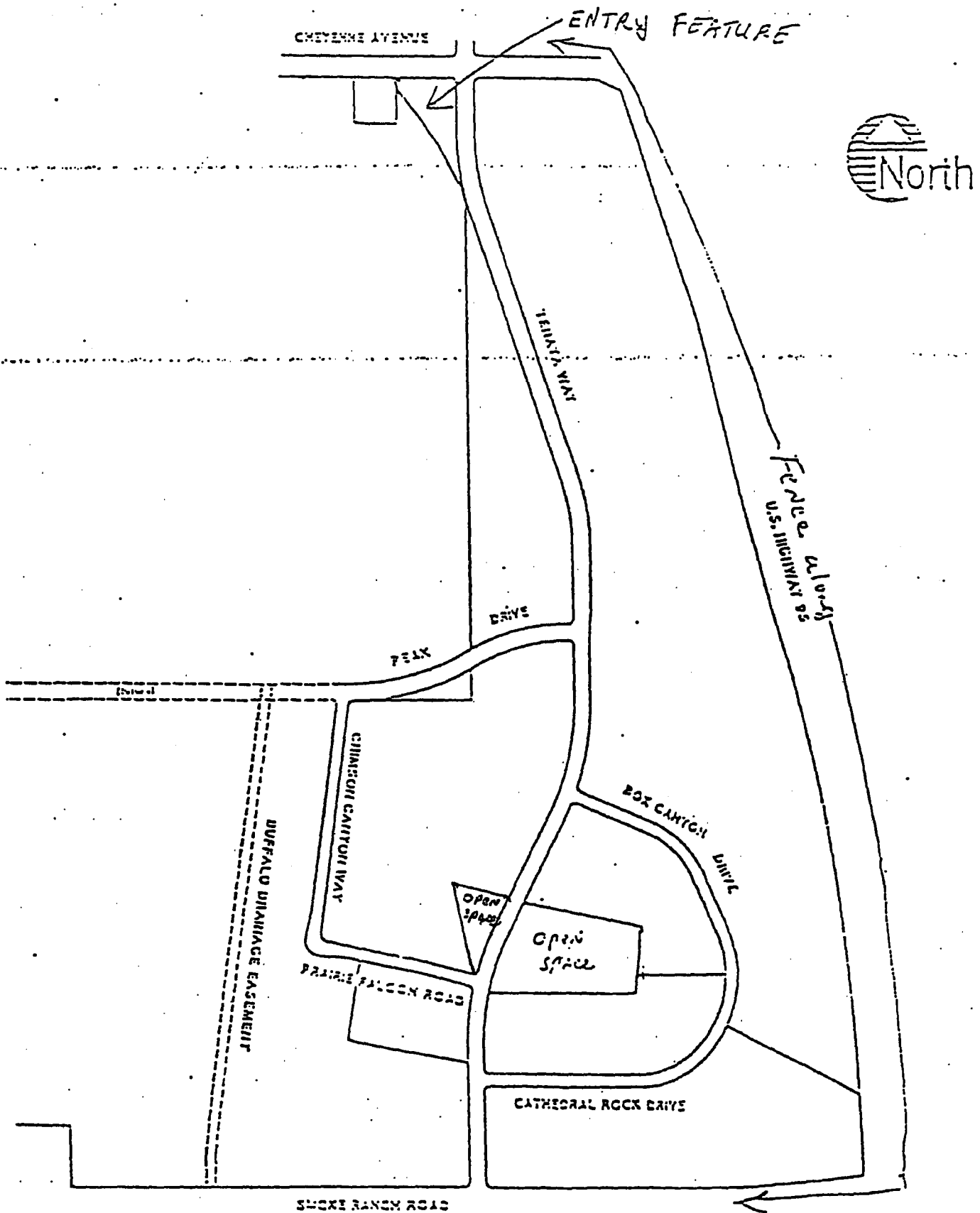
By: 
MARK HOWARD, President

ATTEST:


MICHAEL MAHOWSKI, Secretary

lvco2

LAS VEGAS TECHNOLOGY CENTER



APN: 138-15-710-028

APN: 138-15-810-019

Recorded at the Request of:

Las Vegas Technology Center Owners Association
c/o Schreck Brignone
300 S. Fourth Street, Suite 1200
Las Vegas, Nevada 89101
Attn: Leslie Terry Jones, Esq.

Send Tax Statements and Recorded Document to:

Las Vegas Technology Center Owners Association
c/o Schreck Brignone
300 S. Fourth Street, Suite 1200
Las Vegas, Nevada 89101
Attn: Leslie Terry Jones, Esq.

QUITCLAIM DEED

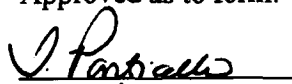
FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, The City of Las Vegas, a municipal corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the Las Vegas Technology Owners Association, a Nevada nonprofit corporation, with an address of c/o Schreck Brignone, 300 S. Fourth Street, Suite 1200, Las Vegas, Nevada 89101, the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenement, hereditament, appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2005.

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Approved as to form:


3/29/05 Date

ACKNOWLEDGEMENT

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, and he acknowledged to me that he executed the same for and on behalf of the City of Las Vegas, 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

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 138-15-710-028, -810-019
Reference: Book 38 of Plats, Page 91 (1988),
Book 47 of Plats, Page 35 (1990),
Record of Survey in File 107, Page 91 (2003)

Vesting: CITY OF LAS VEGAS

Section: SE 1/4, SEC 15, T20S, R60E, MDM

Street/Subdivision: PORTIONS OF LAS VEGAS TECHNOLOGY CENTER /
TENAYA WAY AND FALCON PRAIRIE DRIVE

W.A. No. P21100

Cogo:-

Set:-

Requested	eh	Written	byu	Checked	nw	Proofread	nw/byu
			09-09-04		09-09-04		09-09-04

Those portions of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portions of LAS VEGAS TECHNOLOGY CENTER (a commercial subdivision) as shown on Book 38 of Plats, Page 91, recorded February 16, 1988, and on Book 45 of Plats, Page 35, recorded September 4, 1990 all of Clark County, Nevada Records, described as follows:

PARCEL I

LAS VEGAS TECHNOLOGY CENTER COMMON AREA LOT B, as shown on Book 38 of Plats, Page 91 of Clark County, Nevada Records.

The above-described parcel of land contains an area of 257,155 square feet or 5.904 acres, more or less.

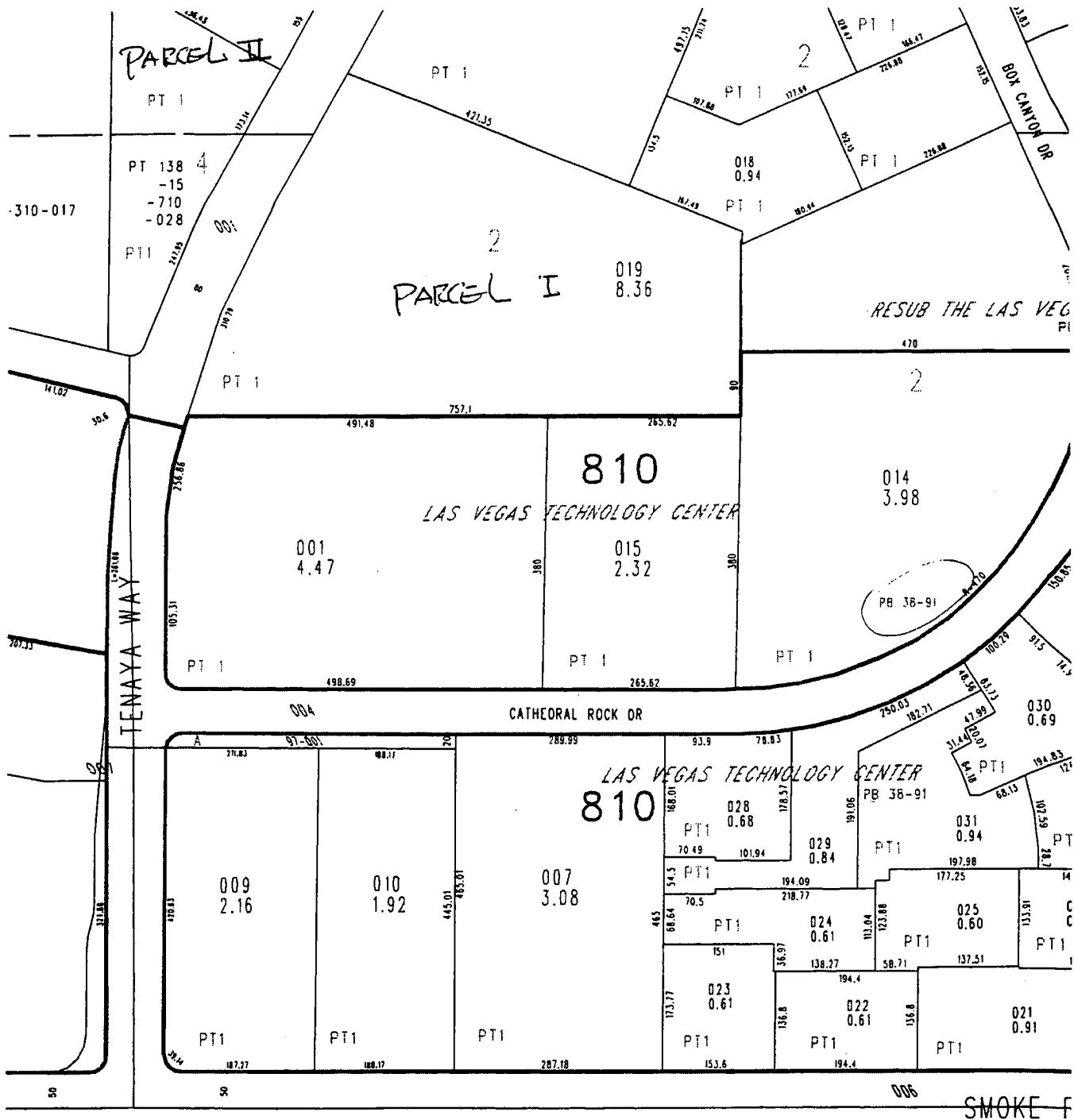
PARCEL II

That portion of LAS VEGAS TECHNOLOGY CENTER COMMON AREA LOT C as shown on Book 38 of Plats, Page 91, said portion being PARCEL 2 as shown on Record of Survey in File 107, Page 91, recorded March 2, 2000 all of Clark County, Nevada Records.

The above-described parcel of land contains an area of 66,343 square feet or 1.523 acres, more or less.

The above-described PARCEL I and PARCEL II contain a total area of 323,498 square feet or 7.426 acres, more or less.

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.	MAP LEGEND	AVERAGE QA VALUE 45	ASSESSOR'S PARC M. W. Sch
				————— PARCEL BOUNDARY ————— SUBD BOUNDARY ----- ROAD EASEMENT ————— PM/LD BOUNDARY ----- NON-PARCEL LOT LINE ————— MATCH LINE / LEADER LINE 001 ROAD ID NUMBER
	USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL 0 50 100 200 400 600 800			



**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

1. Incorporation

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

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

Block 1	Contracting Entity Las Vegas Technology Center Owners Assn.
Name	C/O Schreck Brignone Attn: Leslie Terry Jones
Address	300 S. Fourth Street Suite 1200 Las Vegas, Nevada 89101
Telephone	(702) 382-2101
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement: Las Vegas Techonology Center Common Area Transfer	
RFP #	

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.	Stepohen L. Swisher – President	300 S. Fourth Street, Suite 1200 Las Vegas, Nevada 89101	(702) 382-2101
2.	Douglas Crook – Secretary/Treasurer	300 S. Fourth Street, Suite 1200 Las Vegas, Nevada 89101	(702) 382-2101
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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~~ _____

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.

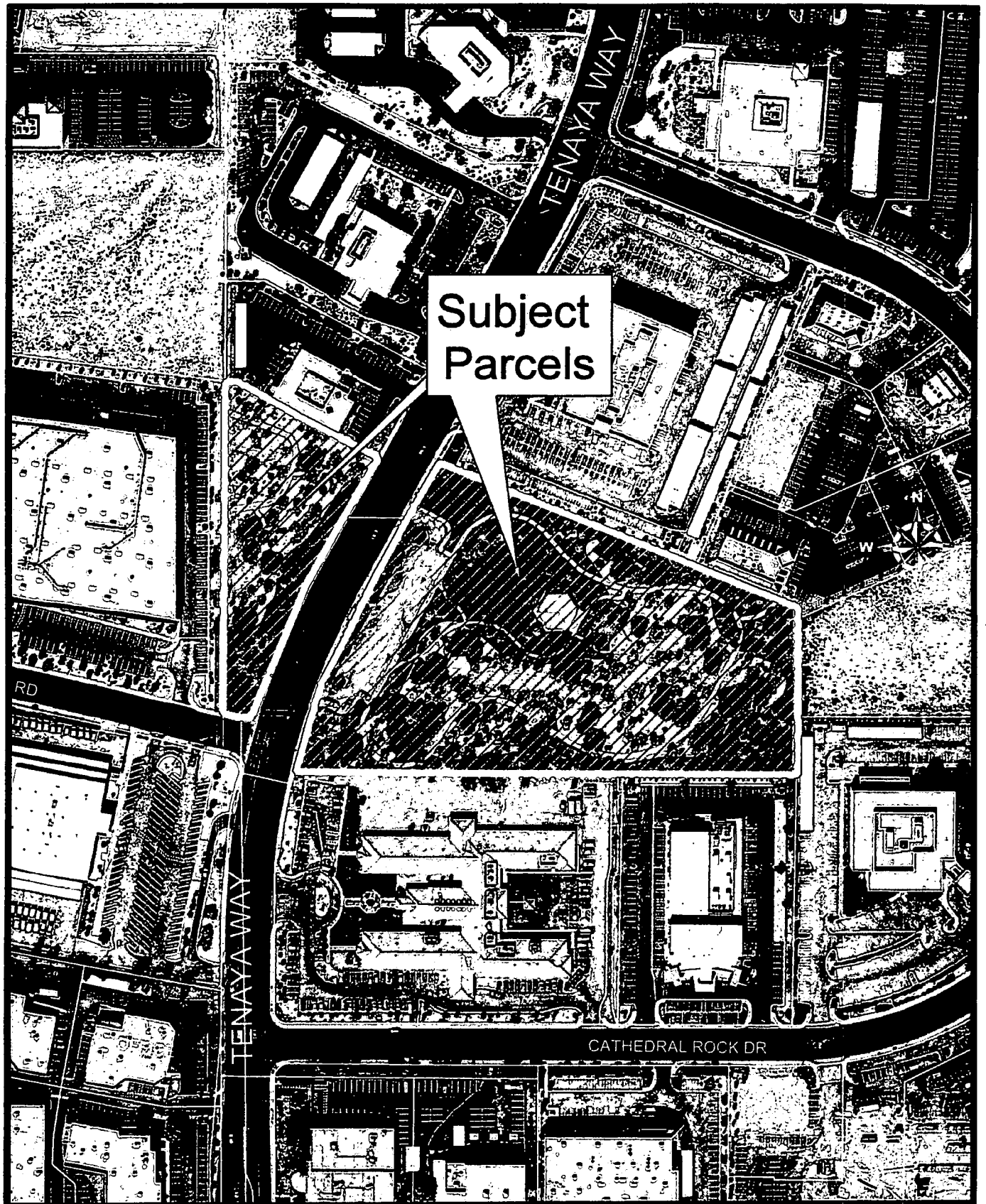
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NEARBY


 NAME
 2/17/2005
 DATE

February, 2005.

 Notary Public-State Of Nevada
COUNTY OF CLARK
DEBRA HUME
My Appointment Expires
July 10, 2005
No. 01-69763-1



Site Map

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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:

Verbatim Transcript

MOTION:

REESE - ACCEPTED the report incorporating all comments (see verbatim transcript) - UNANIMOUS with TARKANIAN not voting

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

NOTE: MAYOR GOODMAN directed DEPUTY CITY MANAGER FRETWELL to see if it is not too late to introduce a bill draft prohibiting the transportation of dangerous materials through Nevada, as a United States District Judge recently ruled that it is not unconstitutional to prohibit transporting dangerous materials by railroad, because, when the federal government does not take care of the people, it is up to local governments to step in. CITY ATTORNEY staff is working on expanding the present ordinance to include railroad. DEPUTY CITY MANAGER FRETWELL suggested amending a current bill to include the additional language.

(10:21 - 10:34)

1-2818

**CITY COUNCIL MEETING OF
APRIL 20, 2005**

VERBATIM TRANSCRIPT – Item 40

1 **Item 40 – 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

9 (10:21 – 10:34)

10 **1-2818**

11 13 minutes

12

13 Typed by: Angela Crolli

14 Proofed by: Stacey Campbell

**CITY COUNCIL MEETING OF
APRIL 20, 2005**

VERBATIM TRANSCRIPT – Item 40

15 **MAYOR GOODMAN**

16 All right. Item 40. Item, yes, okay. Item 40 is report and possible action concerning the status
17 of two thousand and five legislative issues. Ms. Fretwell.

18

19 **BETSY FRETWELL**

20 Good morning Mayor and members of the City Council.

21

22 **MAYOR GOODMAN**

23 Good morning.

24

25 **BETSY FRETWELL**

26 I have an updated report for you after the first deadline has passed, which was the end of last
27 week. That's a very important deadline. It's when all measures that don't have a fiscal impact
28 must have passed out of the – first committee and then is sent to the floor of either the Senate or
29 the Assembly for final action by that house. That will happen by the end of next week. So, there
30 are a lot of bills that are still in play.

31 I mentioned last briefing that we were tracking two hundred and sixty-three bills in the assembly.
32 About a hundred and fifty-four of those bills survived that first committee passage requirement.
33 In the Senate, of five hundred and six bills that were introduced, we were tracking about half of
34 those or about two hundred and fifty-four, and about a hundred and thirty-four survived that first
35 cut. So, we still got a pretty length, lengthy list of bills that we're monitoring. I'm happy to
36 report that, I think, many of the bills that we were very concerned about have, one way or
37 another, been mitigated. Not all of them, but many of them we've able to amend in a way that
38 we can live with the bill.

39 What I'd like to do is just cover some of the bills that are particular to the City of Las Vegas first.
40 We sponsored two bills, one related to our ability to protect our client list at Leisure Services.
41 That bill did pass out of committee. That's good news. We worked closely with the Nevada
42 Trial Lawyers Association who had some concerns, as well as the Nevada Press Association, had
43 some friendly amendments associated with their concerns, and the bill was, is going forward to
44 Assembly for – action. So, that's – a good thing.

**CITY COUNCIL MEETING OF
APRIL 20, 2005**

VERBATIM TRANSCRIPT – Item 40

45 On our Homeland Security Bill, which would allow you to go into close session, some more
46 issues, we had some concerns with the Press Association, the ACLU. We've had some minor
47 amendments that we feel are reasonable. The bill also passed out of its committee of origin.

48 The Centennial License Plate Bill, which is pretty much sponsored by the Centennial Committee.
49 Senator Coffin agreed to introduce it on behalf of that Committee. That did pass with a minor
50 amendment sending it to, the, there's a license plate committee. So, the nice thing is that that
51 sunset clause is removed, and since it's one of the most popular plates, even the Department of
52 Motor Vehicles came and testified in support of that bill as well. So, we're hopeful for positive
53 floor action on that and then success on the Assembly.

54 One of the bills that we are, we're monitoring was SB277, which would have eliminated our
55 franchise fee revenue, which was well over a \$40 million annual impact to the City of Las
56 Vegas. Fortunately, that bill did not pass out of committee. However, we'll keep a very close
57 eye on related bills just in case someone attempts to amend the concept back into another
58 measure.

59 We had some pretty interesting bills related to billboards that we think were mitigated through
60 some amendments that – seem to be work, so, we've been able to deal with that in SB262.

61 You all also approved a resolution supporting the more cops initiative of the Sheriff's. That did
62 move out of committee. That's AB418 and many of you have participated in lobbying that bill
63 and – testifying in favor of that bill.

64 We're keeping an eye on all the disposal of property bills. We've been working on that and
65 keeping an eye on those to try and make sure that we're still able to do the things that we need to
66 do in a reasonable and responsible manner as it relates to managing our assets.

67 Some of you have asked me about the green building bill, which was AB385. We've been
68 working with the sponsor of the bill. Tom Perrigo from our Planning Department has been, very
69 involved in that bill and another bill, AB425, to create some flexibility for the local governments
70 in implementation of – those measures.

71 The Performing Arts Center, as you know, required some legislative clean up language. That did
72 move out of committee, including a specific amendment that the City and the Performing Art
73 Center Foundation requested that would allow us to use a design build on this and allow them, to
74 basically, manage the project as it unfolds. So, we're, po, we feel positive about how that bill is
75 moving.

**CITY COUNCIL MEETING OF
APRIL 20, 2005**

VERBATIM TRANSCRIPT – Item 40

76 There was an annexation bill that was sponsored by the City of Henderson. It never did receive a
77 vote in the committee of origin. So, it's effectively a dead bill.

78 On the EVOLVE front, Councilman Weekly and I, and Lisa Morris have had a series of
79 meetings. Councilman Weekly went to Carson City met with many legislatures. We won't
80 know the outcome of our funding request through the State on that for, probably, several weeks.
81 I would say, at least four. And it may be the end of the session before we really know. But we
82 are working diligently. Our team's working on that. We've had meetings with the Work Force
83 Investment board members. I would construe those as positive meetings, and we're hopeful that
84 one of those revenue sources comes to fruition in the near future.

85 Just a couple of other bills that I thought I would mention, kind of bills of note. One was a
86 consolidation bill that I was asked about in one of my prior reports. That got converted to a
87 resolution, which means it'll be in the hopper for the Legislators to consider for an interim study.
88 That usually gets decided in the last few weeks of the Legislature, which ones will be interim
89 studies and which ones won't because it's an expensive endeavor to do. So, we'll keep an eye on
90 that one and see where that goes.

91 I mentioned to you AB425, which would restrict building heights and create shadowing patterns
92 and things that we're actually trying to accomplish on the 61 acres in – many ways. Again, Tom
93 Perrigo has been working with the sponsor of that legislation to create a lot of discretion on the
94 part of the local government in implementation of that.

95 There is a bill that would shorten the time period for labor negotiations to progress through
96 mediation and fact-finding. That has passed. We're keeping an eye on all of those labor bills as
97 directed by you. AB500, which is an ex-felon rights restoration act, among other things, also
98 passed. I thought that might be of interest to Councilman Weekly. I know that's been an issue
99 for him for a long time.

100 The Convention and Visitors Authority Bill, which would expand the membership of the
101 Convention and Visitors Authority to include Mesquite did pass, so that's been – sent to – the
102 Assembly now. It's actually all the way out of the Senate. So, that's well on the way. I'm sure
103 the Mayor of Mesquite will appreciate our support on that measure.

104 I also reported that there was a legislative measure to require that any public employee that is a
105 legislator must take leave without pay. It was amended to authorize the – local government to

**CITY COUNCIL MEETING OF
APRIL 20, 2005**

VERBATIM TRANSCRIPT – Item 40

106 have to approve that leave as well. So, that bill is consistent with our policy and wanted to make
107 you aware that that bill is moving along through the process.

108 SB229 provides for economic development incentives, such as partial tax rebates. Councilman
109 Weekly went and testified on that bill with the sponsor, Steven Horseford, a couple of weeks
110 ago, and that bill passed out of the government affairs committee as well.

111 The dates for the general municipal elections was amended, and is at the Senate floor for
112 consideration now. It did pass out of committee. It's SB252 and it would move your Spring
113 elections to November. We're in the process of getting each of you a – timeline of what it would
114 do to your term should the bill pass.

15 One of the bills that's still out there that we're kind of concerned about is – related to bus stop
116 shelters. We've been asked by members of the Council to put together a resolution for your
117 consideration at the next meeting. We would do that regarding this issue. This would transfer
118 the authority for construction and maintenance from the City of Las Vegas or the County or any
119 of the other local governments to the RTC. We have had concerns about that. Measure creates
120 access to our right-of-way that we do not normally give to other local governments. And two, it
121 has a huge revenue impact to us in its current form. So, we've not been supportive of that.
122 We're trying to work with Senator Lee, who's the sponsor of that measure, but at this point,
123 that's something we'll probably need an official position from you and we'll have that prepared
124 for you next, in two weeks.

125 There're some other bills that other that are out there, I'd be happy to answer any questions that
126 you might have regarding it. We're still monitoring many of the bills that you've – asked us to
127 keep an eye on. Fortunately the number has decreased, but ours are still in the mix. So, I'd be
128 happy to answer any questions that you might have at this time.

129

130 **MAYOR GOODMAN**

131 Thank you. Are there any questions of Ms. Fretwell at this time? Councilman Mack.

132

133 **COUNCILMAN MACK**

134 Thank you Your Honor. I think I asked in the briefing, do you have any update on the NECO e-
135 mail privacy bill?

**CITY COUNCIL MEETING OF
APRIL 20, 2005**

VERBATIM TRANSCRIPT – Item 40

136 **BETSY FRETWELL**

137 Yes. Actually, Councilman, the NECO bill –

138

139 **MAYOR GOODMAN**

140 I'm going have (inaudible) –

141

142 **BETSY FRETWELL**

143 – did pass out of committee. It was amended, slightly. The database of e-mail addresses would
144 be protected, but the individual e-mails would not be. So, we wouldn't have to just turnover a
145 list like we did in – the past. So, that passed out of committee and it's on to the – floor for action
146 and we'll keep an eye on that one, monitoring that one for you as well.

147

148 **MAYOR GOODMAN**

149 All right thank you. Any other questions of Ms. Fretwell? Councilman Weekly? No. Okay.
150 One question, is it too late to submit a bill?

151

152 **BETSY FRETWELL**

153 Yes, unless it's one that can get an exemption from either Senator Raggio or Assemblyman
154 Perkins.

155

156 **MAYOR GOODMAN**

157 I – think there's one that we might want to think about.

158

159 **BETSY FRETWELL**

160 What's that?

161

162 **MAYOR GOODMAN**

163 You know, this City Council was the first City Council in the world to, back in the year 2000, to
164 pass an ordinance, which addressed the transportation of high level nuclear waste through the
165 City of Las Vegas. And a lot of people said, you know, that will never pass mustard. It's
166 unconstitutional. This week a United States District Judge in the District of Columbia when

**CITY COUNCIL MEETING OF
APRIL 20, 2005**

VERBATIM TRANSCRIPT – Item 40

167 asked by the railroad industry to declare unconstitutional a similar ordinance which applied to
168 the transportation of dangerous materials by way of rail, ruled that it was not unconstitutional,
169 that when the federal government does not take care of the people that it represents, then it's up
170 to local government to step in and to protect their citizenry.

171 I – spoke to Mr. Jerbic. Mr. Jerbic is working on an ordinance now, which will expand our
172 present ordinance to include rail, as well as the highways of the City of Las Vegas. I think it
173 might be worthwhile for us to become the first state to pass legislation to the effect that we will
174 not tolerate these kinds of materials going through the State of Nevada. And you may want to, at
175 least, talk to Speaker Perkins or Senator Raggio and see whether or not they'd like to sponsor it.

176 I – can't see them saying no.

177

178 **BETSY FRETWELL**

179 Well we can certainly look into that. And the other thing, another avenue that's out there,
180 although a lot of times the legislators don't like to use this method as much because it's a little
181 bit more complicated, is to try and find a bill in the chapter –

182

183 **MAYOR GOODMAN**

184 Right.

185

186 **BETSY FRETWELL**

187 –and amend it –

188

189 **MAYOR GOODMAN**

190 Right.

191

192 **BETSY FRETWELL**

193 – to include something like that. So, I'll certainly be happy to work with the City Attorney's
194 Office and – see if there's a way for us to come up with something that we can, at least, share
195 with the two leaders and – see if there's any appetite to take it.

**CITY COUNCIL MEETING OF
APRIL 20, 2005**

VERBATIM TRANSCRIPT – Item 40

196 **MAYOR GOODMAN**

197 Great. Thank you very much.

198

199 **BETSY FRETWELL**

200 Sure. We'll be happy to.

201

202 **MAYOR GOODMAN**

203 Any other comments or questions? May I have a motion to accept Betsy's report?

204

205 **COUNCILMAN REESE**

206 Yes, Your Honor. **With all those comments, I'd like to make that, put that in my motion**
207 **also for approval.** Again, Betsy, great job reporting for us.

208

209 **BETSY FRETWELL**

210 Thank you.

211

212 **MAYOR GOODMAN**

213 All right, let's vote, please. Post. Motion carries. **(Motion carried unanimously with**
214 **TARKANIAN not voting)** Thank you.

215 **(END OF DISCUSSION)**

216 /ac;sc

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Don Axe, P.O.Box 4345, Missoula, MT 59806

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 MAR 31 P 3:05

March 31, 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,



Don Axe
P.O. Box 4345
Missoula, MT 59806



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
VANCE WEEKLY

MICHAEL MACK
JEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 31, 2005

RECEIVED
CITY CLERK

2005 MAR 31 P 3:04

Don Axe
P.O. Box 4345
Missoula, MT 59806

Re: **WORK CARD APPEAL**

Dear Mr. Axe:

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 **April 20, 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, appearing to read "Arlene Coleman".

Arlene Coleman
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: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: James Barton Cox, P.O.Box 4345, Missoula, MT 59806

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 MAR 31 P 3: 03

March 31, 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,



James Barton Cox
P.O. Box 4345
Missoula, MT 59806



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
VREANCE WEEKLY

ICHAEAL MACK
JEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 31, 2005

James Barton Cox
P.O. Box 4345
Missoula, MT 59806

Re: **WORK CARD APPEAL**

Dear Mr. Cox:

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 **April 20, 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,

Arlene Coleman
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: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Tracy Lynette Dyer, 1111 S. Cimarron Road #236, Las Vegas, NV 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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 MAR 31 P 4: 30

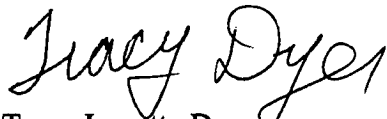
March 31, 2005

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,



Tracy Lynette Dyer
1111 S Cimarron Road #236
Las Vegas, NV 89117



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM
LARRY BROWN
WRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

March 31 2005

Tracy Lynette Dyer
1111 S Cimarron Road #236
Las Vegas, NV 89117

Re: **WORK CARD APPEAL**

Dear Ms. Dyer :

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 **April 20, 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

/gr

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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18112-001-6/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Brad Michael Frazier, P.O. Box 4345, Missoula, MT

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

RECEIVED
CITY CLERK

2005 MAR 31 P 12:14 2005 MAR 31 P 3:03

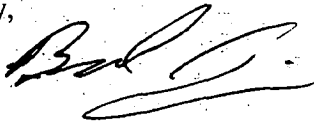
March 31, 2005

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,



Brad Michael Frazier
P.O. Box 4345
Missoula, MT 59806



March 31, 2005

Brad Michael Frazier
P.O. Box 4345
Missoula, MT 59806

Re: **WORK CARD APPEAL**

Dear Mr. Frazier:

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 **April 20, 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, reading "Arlene Coleman".

Arlene Coleman
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LARRY WEEKLY

CHAE MACK
EVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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18112-001-1-05

CLV 7009

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Robey Charles Henson, P.O.Box 4345, Missoula, MT 59806

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 MAR 31 P 3: 04

March 31, 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 "Robey Charles Henson", written over the word "Sincerely,".

Robey Charles Henson
P.O. Box 4345
Missoula, MT 59806



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY

MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 31, 2005

Robey Charles Henson
P.O. Box 4345
Missoula, MT 59806

Re: **WORK CARD APPEAL**

Dear Mr. Henson:

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 **April 20, 2005**.

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Sincerely,

A handwritten signature in cursive script, appearing to read "Arlene Coleman".

Arlene Coleman
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: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Troy A. Olson, 240 N. Jones, Las Vegas, NV 89105

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 MAR 30 A 10:12

March 30, 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,



Troy A. Olson
240 N. Jones
Las Vegas, NV 89105



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

LAWRENCE WEEKLY

MICHAEL MACK

STEVE WOLFSON

LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 30, 2005

Troy A. Olson
240 N. Jones
Las Vegas, NV 89105

Re: **WORK CARD APPEAL**

Dear Mr. Olson:

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 **April 20, 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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Sincerely,

A handwritten signature in cursive script, appearing to read "Ydorena Yturralde".

Ydorena 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: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Mark O. Williams, P.O. Box 4345, Missoula, MT 59806

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.
(10:11 - 10:15)
1-2326

RECEIVED
CITY CLERK

2005 MAR 31 P 3:03

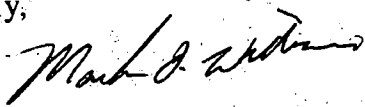
March 31, 2005

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,



Mark O. Williams
P.O. Box 4345
Missoula, MT 59806



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

March 31, 2005

Mark O. Williams
P.O. Box 4345
Missoula, MT 59806

Re: **WORK CARD APPEAL**

Dear Mr. Williams:

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 **April 20, 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,

Arlene Coleman
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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Daniel Dion Werman, P.O. Box 4345, Missoula, MT 59806

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 MAR 31 P 3:04

March 31, 2005

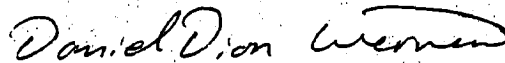
City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

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,

Daniel Dion Werman
P.O. Box 4345
Missoula, MT 59806





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

LAWRENCE WEEKLY

MICHAEL MACK

STEVE WOLFSON

LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 31, 2005

Daniel Dion Werman
P.O. Box 4345
Missoula, MT 59806

Re: **WORK CARD APPEAL**

Dear Mr. Werman:

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 **April 20, 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, appearing to read "Arlene Coleman".

Arlene Coleman
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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Jimmy Lee Vick, P.O. Box 4345, Missoula, MT 59806

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 MAR 31 P 3: 04

March 31, 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, 

Jimmy Lee Vick
P.O. Box 4345
Missoula, MT 59806



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

LAWRENCE WEEKLY

MICHAEL MACK

STEVE WOLFSON

LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 31, 2005

Jimmy Lee Vick
P.O. Box 4345
Missoula, MT 59806

Re: WORK CARD APPEAL

Dear Mr. Vick:

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 **April 20, 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, appearing to read "Arlene Coleman".

Arlene Coleman
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

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18112-001-1-05

CLV 7009



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Tricia Dae Hamil, 5005 Apawana Lane, Las Vegas, NV 89108

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 APR -7 A 9:13

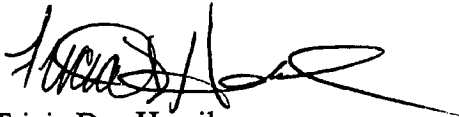
April 7, 2005

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 'Tricia Dae Hamil', with a long horizontal flourish extending to the right.

Tricia Dae Hamil
5005 Apawana Lane
Las Vegas, NV 89108



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

April 7, 2005

Tricia Dae Hamil
5005 Apawana Lane
Las Vegas, NV 89108

Re: **WORK CARD APPEAL**

Dear Ms. Hamil:

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 **April 20, 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: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Charles Cuong Wynkoop, 4428 Copley Circle, Las Vegas, NV 89120

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, Larry Edwards, Manager for Play of the Day Bar and Tavern

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.
(10:11 - 10:15)
1-2326

RECEIVED
CITY CLERK

2005 MAR 31 P 3:38

March 31, 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 dark ink, appearing to read "Charles Wynkoop", with a long horizontal flourish extending to the right.

Charles Cuong Wynkoop
4428 Copley Circle
Las Vegas, NV 89120



March 31 2005

Charles Cuong Wynkoop
4428 Copley Circle
Las Vegas, NV 89120

Re: **WORK CARD APPEAL**

Dear Mr. Wynkoop:

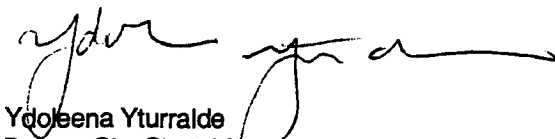
I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **April 20, 2005**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,


Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
TREASURER

MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

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



Las Vegas City Counsel Office
1st Floor
400 Stewart Avenue
Las Vegas, NV 89101

**RE: Request for approval of work card for Charles Wynkoop, [REDACTED] by
Larry Edwards, *Play of the Day Bar & Tavern***

To Whom It May Concern:

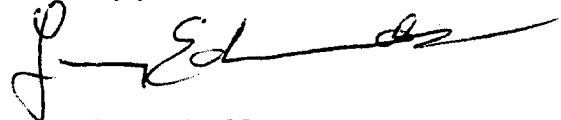
I am the manager of the above named bar and tavern and would like to request that Charles Wynkoop be granted a work card from the Las Vegas Metropolitan Police Department. He recently applied at the office for work card issuance and was denied due to his police record.

I have made this individual's acquaintance through a mutual good friend and I am fully aware of his record and the convictions that the record show. I am confident that he has paid his debt to society and will make a responsible and trustworthy employee.

Mr. Wynkoop's lawyer informed us at the time of refusal by Metro for a work card that this decision could be revoked with a letter to your office requesting that a work card be granted on good faith to this person, providing he has someone vouch for him and take responsibility for any actions forthcoming. I am willing to be this person.

Should you have any questions, or require any additional information, please do not hesitate to contact me. I thank you kindly for your consideration and prompt attention to this matter. In the event that I have not contacted the appropriate office, would you be so kind as to inform me of the proper channels to navigate.

Cordially yours,



Larry Edwards, Manager
Play of the Day Bar & Tavern
1590 East Flamingo Road
Las Vegas, NV 89119
(702) 785-0388 bar
(702) 265-4864 cell

LE:kef

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Lashonda Marquette Bradford, 4617 Curdsen Way, Las Vegas, Nevada 89110

Fiscal Impact:

☒ **No Impact**

☐ **Budget Funds Available**

☐ **Augmentation Required**

Amount:

Dept./Division:

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, Mary Lewis, Program Manager for Nevada Business Services

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2005 MAR 21 P 12: 23

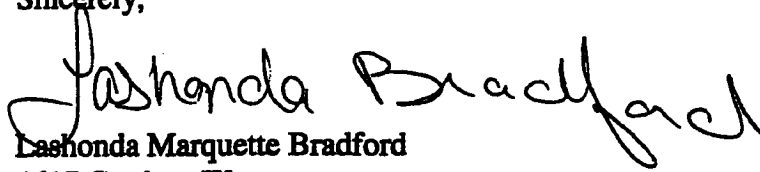
March 21, 2005

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 that reads "Lashonda Bradford". The signature is written in a cursive, flowing style.

Lashonda Marquette Bradford
4617 Curdsen Way
Las Vegas, NV 89110



March 21, 2005

Lashonda Marquette Bradford
4617 Curdsen Way
Las Vegas, NV 89110

Re: **WORK CARD APPEAL**

Dear Ms. Bradford:

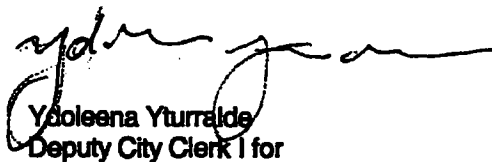
I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **April 6, 2005**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,



Yvonne Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

cc: ✓ City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

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

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



CITY CLERK

2005 APR -4 A 11:13

March 30, 2005

Ydoleena Yturalde
Deputy City Clerk for
Barbara Jo Ronemus, City Clerk
400 E. Stewart
Las Vegas, NV 89101

Dear Ms. Yturalde:

My name is Mary Lewis. I am the Program Manager for the Adult and Dislocated Program at Nevada Business Services, Inc.

LaShonda Marquette Bradford, [REDACTED], came to our office seeking employment and training services on March 17, 2005. Ms. Bradford has been very candid with me about her felony background and interest.

I have been sending her out for employment to several employers. She is now employed through one of those referrals. She is working full time as a production worker with a food service company.

She has constantly kept me informed as to her daily schedule. Her current job does not require a work card. Her first interest was in daycare. She was referred for employment but was denied the work card.

If I can be of any further assistance, please don't hesitate to contact me at your earliest convenience at (702) 638-8740, 8:00 am to 5:00 pm, Monday through Friday.

Sincerely,

Mary Lewis

Mary Lewis
Program Manager

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Approved October 20, 2004 subject to a six month review: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123

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 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

RECEIVED
CITY CLERK

2004 SEP 23 P 3: 00

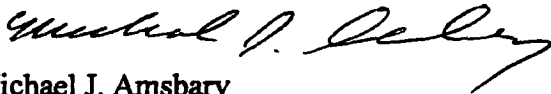
September 23, 2004

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Michael J. Amsbary
2725 W. Wigwam Avenue, Apt. 1089
Las Vegas, NV 89123



September 23, 2004

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JNET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

Michael J. Amsbary
2725 W. Wigwam Avenue, Apt. 1089
Las Vegas, NV 89123

Re: **WORK CARD APPEAL**

Dear Mr. Amsbary:

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 **October 6, 2004**.

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, appearing to read "Arlene Coleman".

Arlene Coleman
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil ✓
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Approved October 20, 2004 subject to a six month review: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

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. Letter from prospective employer

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.
(10:11 - 10:15)
1-2326

RECEIVED
CITY CLERK

2004 OCT -1 A 10:43

October 1, 2004

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Meredith Howard Polzel
320 S. First Street
Las Vegas, NV 89101



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
NET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

October 1, 2004

Meredith Howard Polzel
320 S. First Street
Las Vegas, NV 89101

Re: WORK CARD APPEAL

Dear Mr. Polzel:

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 **October 20, 2004.**

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, appearing to read "Vicky Darling".

Vicky Darling
Assistant Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

7-ELEVEN STORE #29662
2431 E. Bonanza Road
Las Vegas, Nevada 89101
Telephone: (702) 384-0090

September 27, 2004

TO: LVMPD Fingerprint Bureau
5880 Cameron St
Las Vegas, NV 89119

Subject: Work Card - Mr. Michael H. Polzel, [REDACTED]

Gentlemen:

Mr. Polzel has informed me of his previous felony conviction for driving while under a suspended license in Oregon in 1998. Additionally, I have been informed of a subsequent misdemeanor conviction here in Las Vegas in 1999.

Mr. Polzel has been undergoing rehabilitation training at the Clark Center since September 1, 2004. His anticipated completion date is December 1, 2004. His case worker, Mrs. Milliana Rodriguez, is in close contact with me and Mr. Polzel in under constant supervision.

I believe Mr. Polzel is trying to rebuild his life and become a productive citizen of Las Vegas. He informs me he has been clean and sober for over five years and I am confident of his desire to complete the above training and get on with his life.

Please issue a work card to Mr. Polzel to enable him to work at my store.

Sincerely yours,


Charles A. Harrington
Franchisee

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Jason Glen Sinor, 1525 E. Fremont Street, Apt.C-201, Las Vegas, Nevada 89101

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. Employer Letter from Cynthia Wigley, Office Administrator of Speedee Mart

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.
(10:11 - 10:15)
1-2326

RECEIVED
CITY CLERK

2005 APR -8 A 11: 10

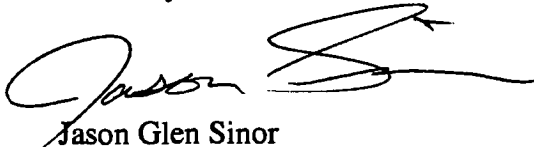
April 8, 2005

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 'Jason Sinor', with a stylized flourish extending to the right.

Jason Glen Sinor
1525 E. Fremont Street, Apt. C-201
Las Vegas, NV 89101



April 8, 2005

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

Jason Glen Sinor
1525 E. Fremont Street, Apt. C-201
Las Vegas, NV 89101

Re: **WORK CARD APPEAL**

Dear Mr. Sinor:

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 **April 20, 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
www.lasvegasnevada.gov
18112-001-1-05
CLV 7009

RECEIVED
CITY CLERK

SPEEDEE MART

2005 APR -8 A 11: 01

2980 E. Tropicana Ave.
Las Vegas, NV 89121

April 5, 2005

To Whom it May Concern:

This letter is to notify that Speedee Mart currently employs Jason Sinor. He is a full time employee and is currently working at our store on 9301 W Sahara.

If you have any questions please call the Corporate Office at 450-2726.

Thank You,

Cynthia Wigley



Office Administrator

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of Franchise Managers for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store 15889F, 3033 Arville Street, Dale R. Clayton, Franchise Mgr, Lori B. Clayton, Franchise Mgr - 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 Franchise Manager for a Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes 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 Pat Drury

MOTION:

TARKANIAN - APPROVED the temporary license with a six-month (10/5/2005) review, requiring the applicant to work with staff to place appropriate lighting on the north side of the building, to remove all outside payphones, and to have a six-month review with Metro on the security of the premises, and subject to the 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:

DALE CLAYTON, 1554 Waterford Falls, was present.

JIM DiFIORE, Manager, Business Services, explained that he requested this matter be brought back because the applicants are in the process of purchasing the store and commencing operation before the next Council meeting. There is no preliminary area of concern on the applicants, but there is concern regarding the calls for services, which staff will monitor during this period and submit a report at the conclusion of the temporary license.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), indicated that the calls for service do not appear to be for police assistance, but more as a matter of precaution.

COUNCILWOMAN TARKANIAN stated that she met with the previous and new owners, and the

CITY COUNCIL MEETING OF: APRIL 20, 2005

MINUTES - Continued:

plans for the property are very impressive. Her main concern was security.

MAYOR GOODMAN confirmed with MR. CLAYTON that he is in concurrence with the imposed conditions.

(10:34 - 10:37)

2-1

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Franchise Managers for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store 15889F, 3033 Arville 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 consultant outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on March 17, 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.

GAMBIL Consulting

1400 Bryn Mawr Avenue
Las Vegas, NV 89102

Phone: (702) 474-0081
Fax: (702) 474-4254

March 21, 2005

City of Las Vegas, Department of Finance & Business Services
3rd Floor, City Hall, 400 Stewart Avenue
Las Vegas, NV 89101

Re: Dale & Lori Clayton – 7-Eleven Store #15889F
3033 S. Arville St.

The above applicants request approval of a temporary liquor license. 7-Eleven plans on the couple taking over the 2nd of May.

Attached are copies of: Affirmation of Document Submittal; Application for a Gaming License; Transfer Authorization; 7-Eleven's business purchase/sale agreement; Lease Agreement; Coin Company agreement; Diagram; Certificate of Fictitious Firm Name; Gift Letter; and filed Nevada Business Registration.

Attached are the documents for each applicant: Manager Requirements; Employer/Employee Requirements; Metro's Gaming Addendum; Scope from Metro, North Las Vegas and Henderson; GCB's Form 1 and Personal History Record; Birth Certificate; Copy of Driver's License; Metro's Release Forms; Metro's Financial Questionnaire's; three years Income Tax Returns; three months Bank Statements; Child Support form; and Photo.

If you have any questions, please call.

Sincerely,



Pat Drury

CC: Dale & Lori Clayton
Attachments

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, HK, LLC, dba Orca Express, 4371 North Rancho Drive, Cyrus D. Homayouni, Mgr, Mmbr, 49%, Susan M. Homayouni, Mmbr, 51% - 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 Beer/Wine/Cooler Off-sale 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 C. Dean Homayouni, Esq., CPA
3. Map

MOTION:

MACK - APPROVED (with the intent of approving it subject to the 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 with TARKANIAN not voting

MINUTES:

The applicants were present.

JIM DiFIORE, Manager, Business Services, indicated the applicants met the requirements for consideration of a temporary license. He suggested approval as recommended.

(10:37 - 10:38)

2-88

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, HK, LLC, dba Orca Express, 4371 North Rancho Drive

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 March 24, 2005 outlines the request for a temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on April 5, 2005. Based on our review of the applicants' SCOPE printouts from LVMPD, Henderson, and North Las Vegas, we have determined that they are preliminarily suitable to hold a temporary Beer/Wine/Cooler Off-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.

**THE LAW OFFICE OF
C. DEAN HOMAYOUNI, ESQ.**

ATTORNEY AT LAW

4343 NORTH RANCHO DRIVE, SUITE 234
LAS VEGAS, NEVADA 89130
TELEPHONE: (702) 368-0500 FACSIMILE: (702) 433-0700

Date March 24, 2005

Deborah Outland
Senior Privilege Licensing
400 Steward Avenue
3rd Floor
Las Vegas, Nevada 89101

Re: HK, LLC
Our File No.: 30002-0001

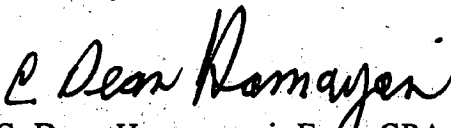
This letter is to request that HK, LLC, Susan Mary Homayouni and Cyrus Dean Homayouni be placed on the next agenda to have a temporary license for liquor and/or gaming issued. The reason for this special request is because the special use permit will expire on May 4, 2005.

The convenience store and gas station is located at 4731 North Rancho Drive, Las Vegas, Nevada 89130 (the "Premises"). The Premises previously was operated under the name of Craig Rancho Mart which had both beer and wine and seven slot machines. The Premises has been owned by Nevada Oil and Land Development since 2002.

HK, LLC and Susan Homayouni became the majority owners of Nevada Oil and Land Development in November 2004. HK, LLC is 49% owned by Cyrus Dean Homayouni and Susan Mary Homayouni. HK, LLC is leasing the Premises from Nevada Oil and Land Development, LLC. 51% by
C.D.

The Premises was closed for approximately two (2) months to have repairs done to the Premises. Approximately \$120,000 was spent to repair the Premises by HK, LLC. An additional \$40,000 was incurred to stock the Premises with inventory. The Premises reopened in January of 2005. Any assistance you can provide to Susan Mary Homayouni, Cyrus Dean Homayouni and HK, LLC will be greatly appreciated. I look forward to a positive response and if there are any questions please call me at the number above.

Sincerely,

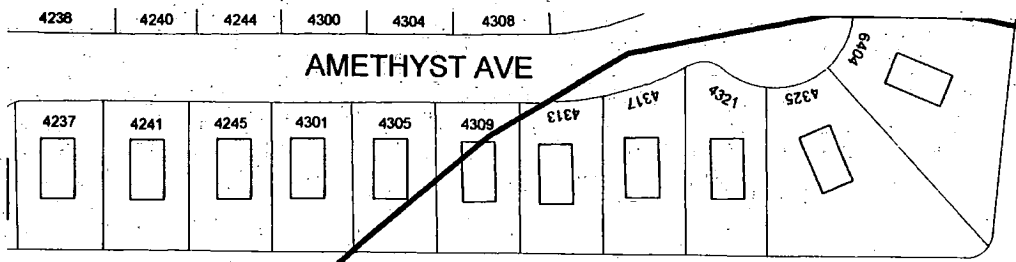

C. Dean Homayouni, Esq., CPA

ORCA EXPRESS

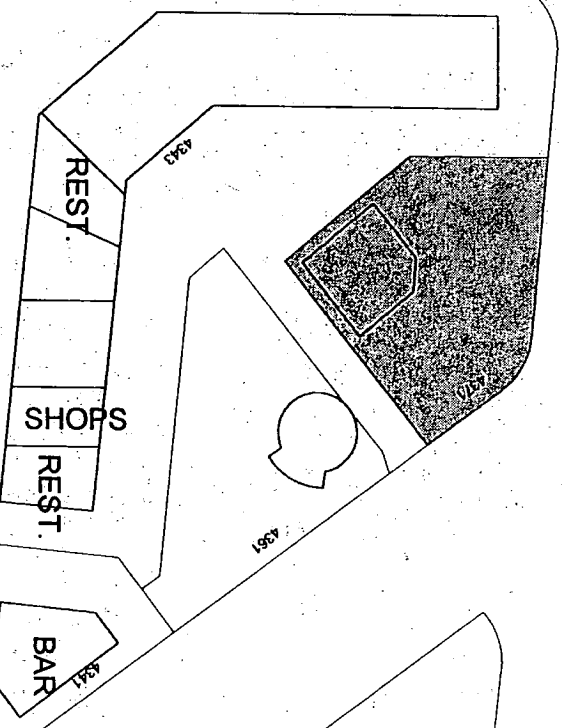
US HIGHWAY 95
RANCHO DR

VACANT

VACANT



REY PINES DR



400' Radius



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005**DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Tokyo Express (A Nevada Corporation), Tu Y. Lee, Dir, Pres, Treas and Kyeong R. Lee, Dir, Secy, 100% jointly as husband and wife, To: Sushi Palace, Inc., dba Narita Sushi, 3250 North Tenaya Way, 99, In Y. Han, Dir, Pres, 50%, Myong C. Han, Dir, VP, Secy, Treas, 50%, Connie Y. Park, Lender - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

Recommend approval subject to the provisions of the 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 Myong C. Han

MOTION:

BROWN - APPROVED subject to the 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** with TARKANIAN not voting

MINUTES:

MYONG HAN appeared accompanied by SAM CHOY, court-certified interpreter, who requested on her behalf that she be allowed to sell liquor.

JIM DiFIORE, Manager, Business Services, indicated the applicants met the requirements for consideration of a temporary license. He suggested approval as recommended.

(10:38 - 10:40)

2-125

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Tokyo Express (A Nevada Corporation), Tu Y. Lee, Dir, Pres, Treas and Kyeong R. Lee, Dir, Secy, 100% jointly as husband and wife, To: Sushi Palace, Inc., dba Narita Sushi, 3250 North Tenaya Way, 99

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 March 24, 2005 from the applicants outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on March 29, 2005. Based on a review of SCOPE printouts furnished to this Department, we have determined they are preliminarily suitable to hold a temporary Beer/Wine/Cooler On-Sale 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.

**Myong C. Han
7133 Bocaire Drive
Las Vegas, Nevada 89131**

March 24, 2005

**Ms. Donna Tanner, License Officer II
Department of Finance & Business Services
Business Services Division
400 Stewart Avenue, 3rd Floor
Las Vegas, Nevada 89101**

**Re: Request for temporary approval of a beer/wine/cooler on-sale license
Sushi Palace, Inc. dba Narita Sushi, 3250 North Tenaya Way, Suite 99**

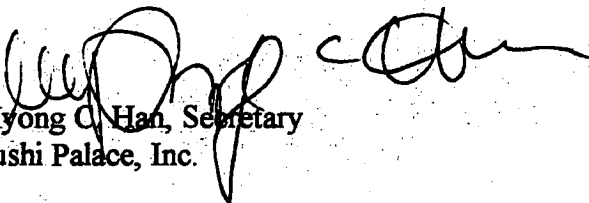
Dear Ms. Tanner:

The purpose of this letter is to request temporary approval of our application for the above referenced beer/wine/cooler on-sale license on April 20, 2005.

The reason for this request is that the seller is very motivated to sell the business and I am anxious to close this transaction. The availability of beer and wine is a key ingredient in the operation of a successful sushi restaurant and any interruption of this service would be a detriment to the bottom line.

If you have any questions I can be reached at 349-4221.

Sincerely,


Myong C. Han, Secretary
Sushi Palace, Inc.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Package License subject to the provisions of the fire codes and Health Dept. regulations, From: H & H Discount Liquor, Falah E. Hamika, Ptnr, 50%, Maher Alsafar, Ptnr, 50%, To: Nashs', Inc., dba H & H Discount Liquor, 1916 North Decatur Boulevard, Mae S. Gappy, Dir, Pres, Secy, Treas, 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 Temporary Approval of Change of Ownership for a Package License.

RECOMMENDATION:

Recommend approval subject to the provisions of the 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 Jay H. Brown

MOTION:

WEEKLY - APPROVED subject to the 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** with **GOODMAN** abstaining because he and **ATTORNEY BROWN** own property together on West Charleston

MINUTES:

MAE GAPPY was present, accompanied by ATTORNEY JAY BROWN.

JIM DiFIORE, Manager, Business Services, indicated the applicants met the requirements for consideration of a temporary license. He suggested approval as recommended.

(10:40 - 10:41)

2-184

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Package License subject to the provisions of the fire codes and Health Dept. regulations, From: H & H Discount Liquor, Falah E. Hamika, Ptnr, 50%, Maher Alsafar, Ptnr, 50%, To: Nash's, Inc., dba H & H Discount Liquor, 1916 North Decatur 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 April 4, 2005. Based on our review of a letter from the City of El Cajon Police Department, 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.

MICHAEL H. SINGER
JAY H. BROWN

LAW OFFICES
Singer & Brown
A NEVADA LLC

520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
Brownltd@earthlink.net

March 3, 2005

Debbie Outland
City of Las Vegas
Department of Finance & Business Services
400 Stewart Ave. 3rd Floor
Las Vegas, Nevada 89101

Re: Nashs' Inc., dba H&H Discount Liquor

Dear Debbie;

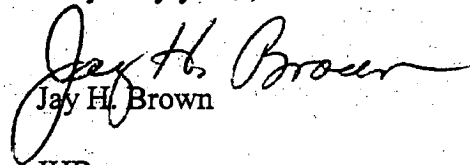
Please be advised that I represent Nashs' Inc, dba H&H Discount Liquor in connection with its application for a liquor store.

Mae Gappy is purchasing H&H Discount Liquor from Falah Hamika, who currently holds a liquor store with package liquor license. Enclosed is the Transfer Authorization form selling the existing liquor license to Mae Gappy. H&H Discount Liquor is located at 1916 N Decatur Blvd., Las Vegas, Nevada.

Enclosed is Mae Gappy's completed liquor license application. Mrs. Gappy is 100% owner and will act as General Manager. We are requesting a temporary liquor license pending approval of Mrs. Gappy's investigation by LVMPD.

If you have any questions, please contact me or my assistant Shawn.

Very truly yours,


Jay H. Brown

JHB:ss

Enc.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a new Massage Establishment License subject to the provisions of the planning and fire codes, Lijun Zhang, dba Do You Massage, 1750 South Rainbow Boulevard, Suite 12, Lijun Zhang, 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 a new Massage Establishment License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

[illegible]

[REDACTED]

60



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 10 slots, Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, 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 a Six Month Review of a Tavern License and a Restricted Gaming License for 10 slots.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

AMENDMENT ATTACHED

TARKANIAN - APPROVED subject to a six-month (10/5/2005) review, prohibiting a 24-hour operation - **UNANIMOUS**

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, stated approval was issued six months ago with several conditions.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), reported that the original area of concern dealt with omission of information on the application and conduct at the business. During the six-month review, Metro officers visited the establishment several times and found that several employees did not have appropriate work cards, an employee list was not available, and the license was not posted, as required, for immediate inspection. There were some incidents in which some patrons were unruly, but MR. FOX notified Metro as required. He is also in the process of getting a key employee. Metro is cautiously optimistic about this licensee.

MR. FOX explained that his employees do have appropriate work cards; they just did not have them on their person the day Metro officers visited the establishment.

On behalf of MR. FOX, SGT. ERIC FRICKER, Metro Downtown Area Command, indicated that MR. FOX has exceeded his section's conditions. He has taken steps to prevent criminal activity and is working with other business owners to educate them on what he has learned the hard way.

After COUNCILWOMAN TARKANIAN made the motion, MAYOR GOODMAN confirmed with

CITY COUNCIL MEETING OF: APRIL 20, 2005

MINUTES - Continued:

MR. FOX that he is in concurrence with the conditions imposed.

(10:41 - 10:47)

2-218

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of April 20, 2005

Date Submitted: January 19, 2006

Amendment to Item #61

Subsequent to the meeting, the six-month review (10/5/2005) contained in the motion was held at the City Council meeting on 10/19/2005.

Submitted By: _____

Vicky Darling

Signature: _____

Barbara L. Brown

City Clerk or Chief Deputy

Date: _____

1/20/06

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Tavern License and a Restricted Gaming License for 10 slots, Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street

On October 20, 2004 the City Council granted temporary approval of this license subject to a six-month review.

The following enforcement activities have taken place in regards to this business:

1. On December 17, 2004, Metro SIS issued a Notice of Non-Compliance to Wendy Kaplan, Bartender, for failure to display business licenses in a conspicuous manner.
2. On February 18, 2005 Metro SIS issued two Notices of Non-Compliance to Glenn Sherman for failure to maintain a valid health card and not having an up-to-date employee list.

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: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a One Year Review of a Restricted Gaming License for 7 slots, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Salar Shoshani, Ptnr, 50%, Thamer Jarjees, Ptnr, 50% - 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 One Year Review of a Restricted Gaming License for 7 slots.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE - Motion to bring forward and STRIKE Items 37, 41-52, 55, 60, and 84 and Hold in ABEYANCE Items 7, 13, 53, and 54 to 5/4/2005 and Item 62 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no related discussion.

(10:11 - 10:15)

1-2326

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a One Year Review of a Restricted Gaming License for 7 slots, Shoshani and Jarjees, dba Family Food II, 1602 H Street

On April 16, 2003 the City Council approved this license subject to a six-month review at the request of Councilman Weekly. The review was conducted on October 29, 2003 and the license was approved subject to another six-month review on April 21, 2004. At that meeting, the City Council approved the license subject to a one-year review. Attached for your information is a copy of the action minutes.

On November 1, 2004, our office received a phone call from Mr. Jarjees stating the partnership between himself and Mr. Shoshani was being dissolved leaving Salar as the sole owner. Documentation has not been received to date to support this transfer of interest.

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: APRIL 20, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Hospitality Systems, LLC, dba Lady Luck, Irving Ash, Pres, CEO, Martin R. Gross, VP, COO, Hospitality Systems Management, LLC, Mmbr, 24.5%, Irving Ash, Mmbr, 100%, Investment Advisory Consultants, LLC, Mmbr, 24.5%, Beacon Bay Holdings, LLC, Mmbr, 51%, To: The Henry Brent Company, A Nevada Limited Liability Company, dba Lady Luck Casino Hotel, 206 North 3rd Street, Robert H. O'Neil, Mmbr, 25%, Keith E. Grossman, Mmbr, 5%, Donner Investment Trust, Mmbr, 70%, Andrew B. Donner, Trustee, Resort Gaming Group, LLC, Mgr, Donner Investment Trust, Mmbr, 100%, Andrew B. Donner, Trustee - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License.

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report or extend the temporary in the event the police report is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Jennifer Roberts

MOTION:

WEEKLY - APPROVED subject to the 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** with MACK abstaining because this involves his brother-in-law **ANDREW DONNER**

MINUTES:

JENNIFER ROBERTS, Attorney, Lionel, Sawyer, and Collins, appeared representing The Henry Brent Company, and was accompanied by ROBERT O'NEIL and TODD KESSLER.

JIM DiFIORE, Manager, Business Services, indicated that the applicant met the criteria for consideration of a temporary license.

ATTORNEY ROBERTS stated The Henry Brent Company is in the process of acquiring the non-gaming assets and real property of the Lady Luck.

CITY COUNCIL MEETING OF: APRIL 20, 2005

MINUTES - Continued:

MR. KESSLER indicated that the grand opening for The Block is slated for June 29. Developments include Hogs and Heifers, Triple George Grill, Cuba, and the all-male review, Celebrity.

(10:47 - 10:51)

2-404

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 20, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, To: The Henry Brent Company, A Nevada Limited Liability Company, dba Lady Luck Casino Hotel, 206 North 3rd 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 dated April 8, 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 April 11, 2005. Based on a review of the SCOPE printouts furnished to this Department and the applicant's licensing history, we have determined 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.

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
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April 8, 2005

SAMUEL S. LIONEL
GRANT SAWYER
(918-1986)

JON R. COLLINS
(923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
DENNIS L. KENNEDY
RICHARD W. HORTON
DAN C. BOWEN
MARK A. SOLOMON
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
DAVID WHITTEMORE
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN

ANTHONY N. CABOT
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
GARY W. DUHON
LAUREL E. DAVIS
DAN R. REASER
CARL D. SAVELY
MARK LEMMONS
HOWARD E. COLE
PAUL E. LARSEN
P. GREGORY GIORDANO
MARK A. MCINTIRE
ALLEN J. WILT
LYNN S. FULSTONE
RORY J. REID
DAN C. MCGUIRE
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON

JEFFREY D. MENICUCCI
SHAWN M. ELICEGUI
HECTOR J. CARBAJAL II
EMILIA K. CARGILL
JANET SUE BESSEMER
G. LANCE COBURN
WILLIAM J. MCKEAN
JOHN M. NAYLOR
GREGORY R. GEMIGNANI
E. LEIF REID
DANA A. DWIGGINS
ELIZABETH R. BRENNAN
DOREEN SPEARS HARTWELL
SEAN T. WATERS
ELICK C. HSU
STEVEN E. HOLLINGWORTH
LINDA M. BULLEN
LAURA K. GRANIER
KYLE O. STEPHENS
ALAN D. FREER
MAXIMILIANO O. COUVILLIER III
ELIZABETH BRICKFIELD
LEAH A. AYALA
SARAH E. HARMON
CRISTINA L. JOHNSON
MICHAEL D. KNOX
ROSA SOLIS-RAINEY
ERIC C. BOUGHMAN
ERIN FLYNN
JENNIFER ROBERTS
SUZANNE L. MARTIN
BRENT HEBERLEE
MATTHEW B. CRANE
JASMINE K. MEHTA
JON A. BAUMUNK
CHRISTOPHER CHILDS

OF COUNSEL

BRIAN MCKAY
ELLEN WHITTEMORE
BRIAN HARRIS
ABBIE G. FRIEDMAN
LAURA J. THALACKER

WRITER'S DIRECT DIAL NUMBER:

(702)-383-8946

jroberts@lionelsawyer.com

VIA HAND DELIVERY

Debbie Outland
Acting Senior License Officer
Department of Finance & Business Services
Privileged License Section
3rd Floor, City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Licensing - The Henry Brent Company, LLC, dba Lady Luck Casino Hotel

Dear Ms. Outland:

Enclosed are application materials for the licensing of The Henry Brent Company, LLC, dba Lady Luck Casino Hotel, 206 North 3rd Street, Las Vegas, Nevada 89101. The Henry Brent Company is currently licensed to conduct gaming at the Lady Luck Casino, pursuant to City of Las Vegas license # G08-00056. The Henry Brent Company is 70% owned by The Donner Investment Trust with Andrew B. Donner as Trustee-Beneficiary; 25% owned by Robert H. O'Neil; and 5% owned by Keith Edward Grossman. These individuals have previously been found suitable by the City of Las Vegas. Resort Gaming Group, LLC, is the manager of The Henry Brent Company.

The Henry Brent Company has entered into an Asset and Real Property Purchase and Sale Agreement to purchase the non-gaming assets of the Lady Luck Casino Hotel. Accordingly, the following licenses will be acquired upon approval from the City of Las Vegas: (1) Hotel - H06-00013; (2) Liquor/Tavern - L16-00098; (3) Restaurant - R09-00061; (4) Contractor's License - C11-00649; (5) Handbill Distribution - H02-00344; and (6) Tobacco - C05-00316.

Enclosed are the following forms:

RENO OFFICE: 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501 • (775) 788-8866 • FAX (775) 788-8682

CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119

WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4264 FAX (202) 742-4265

LIONEL SAWYER & COLLINS
ATTORNEYS AT LAW

Ms. Debbie Outland

April 8, 2005

Page 2

- Nevada Business Registration Form
- Las Vegas Business License Application
- Limited Liability Company Charter and Articles of Organization for The Henry Brent Company, LLC
- Second Amended and Restated Operating Agreement for The Henry Brent Company, LLC
- Income tax returns from 2002 and 2003 for The Henry Brent Company, LLC
- File-Stamped Copy of Certificate of Fictitious Firm Name
- Asset and Real Property Purchase and Sale Agreement
- Two original Authorization to Release Information forms for Andrew B. Donner, Keith E. Grossman, and Robert H. O'Neil
- Copies of past three years federal income tax returns for Andrew B. Donner, Keith E. Grossman, and Robert H. O'Neil
- Copies of driver's license and current passport-style photographs of Andrew B. Donner, Keith E. Grossman, and Robert H. O'Neil
- Copies of birth certificates for Andrew B. Donner, Keith E. Grossman, and Robert H. O'Neil
- Manager Requirements form
- Employer/Employee Requirements Form
- Check payable to the City of Las Vegas in the amount of \$30.00 for the application processing fee
- Check payable to the Las Vegas Metropolitan Police Department in the amount of \$850.00 for investigative fees
- Affirmation of Document Submittal

The Transfer Authorization form is in the process of being signed by the seller. We will submit the document as soon as it is received. Also, The Henry Brent Company is in the process of completing the necessary health permits, and will submit the appropriate documentation as soon as possible. The company is also in the process of filing with the Nevada Department of Taxation for the state business license.

The Henry Brent Company, LLC, would like to request temporary licensing from the City of Las Vegas. Accordingly, enclosed are the SCOPE results from the Las Vegas Metropolitan Police Department for Andrew B. Donner, Keith E. Grossman, and Robert H. O'Neil.

Additionally, our office has previously submitted application materials for The Henry Brent Company, LLC, to be licensed for the Triple George Grill, a bar and grill located on 3rd Street, between Stewart and Ogden. I understand that the approval for licensing of Triple George Grill can be combined with this request.

If you have any questions or need additional information, please do not hesitate to contact me.

LIONEL SAWYER & COLLINS
ATTORNEYS AT LAW

Ms. Debbie Outland
April 8, 2005
Page 3

Sincerely,



Jennifer Roberts

Enclosures

cc: Lynn Fulstone (w/o encl.)
Robert D. Faiss (w/o encl.)
Andrew B. Donner (w/o encl.)
Tara Prescott (w/o encl.)
Marilyn Saldana (w/o encl.)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Report and possible action regarding the feasibility of creating a Community Land Trust (CLT) and entering into an agreement with Burlington Associates to provide technical assistance and professional services to assist the city with this endeavor in an amount not to exceed \$30,000 of 18% Redevelopment Set-Aside Funds - All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$30,000.00
☒ Budget Funds Available	Dept./Division:	Neigh. Svcs./Neigh. Devel.
☐ Augmentation Required	Funding Source:	18% Redevelopment Set-Aside Funds

PURPOSE/BACKGROUND:

To provide Mayor and Council with an overview of a proposal by Burlington Associates to provide technical assistance and professional services to assist the city in exploring the feasibility of creating a Community Land Trust.

RECOMMENDATION:

Receive report and proposal from Burlington Associates and direct staff to proceed with recommendations of the report and to authorize Neighborhood Services to enter into a contract with Burlington Associates to explore the feasibility of creating a CLT and if deemed feasible, to assist with the implementation of the CLT initiative.

BACKUP DOCUMENTATION:

1. Proposal for Services from Burlington Associates
2. Submitted at meeting: handout - The Diverse World of Community Land Trusts
3. Submitted after meeting: hardcopy of PowerPoint
4. Submitted after meeting: Professional Services Agreement

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

MINUTES:

ORLANDO SANCHEZ, Director, Neighborhood Services, indicated that one of the priorities of the Council is to support and encourage affordability, livability, and pride in City neighborhoods. MICHAEL BROWN, Burlington Associates, was invited to speak about a program Community Land Trust, which has been in existence throughout the country for over 30 years. He added that on 5/4/2005 a presentation on the Governor's Workforce Housing Initiative of Nevada would be given. Subsequently, staff will present an item regarding identification of properties for both of the above mentioned programs. With the formulated partnership and by leveraging resources, City staff will make the Council's vision of providing affordable housing a reality.

MR. BROWN explained that the CLT program is increasingly being used to provide affordable housing in counties and cities throughout the country. The main concept behind it is to provide affordable housing to the first generation of occupants and to keep it affordable to subsequent occupants. He then gave a PowerPoint presentation explaining how the affordability gap is being created, the advantages of subsidy retention models over subsidy recapture models, and how a CLT program can be used to create

CITY COUNCIL MEETING OF: APRIL 20, 2005

MINUTES - Continued:

permanent housing affordability. Additionally, he provided the Council members with a detailed handout for them to peruse at their leisure.

MR. BROWN continued and indicated that the CLT's primary purpose is to acquire, through acquisition or donation, individual parcels of land, removing that land from the speculative market, and putting the control of its future use and disposition in the hands of the local community. In turn, the CLT conveys the use of that property to homeowners or the owners of other buildings that are located on or to be located on that land. In the most simple use of the CLT model, CLT acquires a piece of property, builds a house on it, sells the home to an income qualified buyer for the price of the home only, removing the land cost from the transaction. The buyer ends up buying his/her own home, receiving a deed, and a 99-year ground lease that gives exclusive use of the property for that period.

The ground lease serves a two-fold function: a legal instrument executing the closing that conveys that exclusive use for the term of the lease, and, secondly, as a mechanism by which the community can establish expectations and requirements regarding use, occupancy, and long-term affordability of the property. Most CLT models require that owner-occupied housing must indeed be owner occupied, meaning that a CLT homeowner is not allowed to sublet his/her home. Any CLT homeowner is also required to follow all laws, ordinances, codes, etc., as a condition of the compliance of the ground lease. Finally, the CLT limits the price at which a home can be sold in an attempt to provide a fair return, balanced against the goal of keeping the home affordable for the next buyer without requiring infusion of any additional subsidy.

MAYOR GOODMAN asked if the criteria for the resident and the economic formula would be determined by the City Council. MR. BROWN answered that those decisions are made locally. The Council could allow the CLT to make its own decisions, or require that the CLT come back to the Council for input. The monies for the trust typically come from a private-/public sector combination, depending on the market circumstances and the priorities. Most of the CLT models can leverage money from the private sector as well.

MAYOR GOODMAN asked if homeowners get recompensed for substantial improvements. MR. BROWN replied that those decisions must be thought through in putting the ground lease and resale formula in place. If it is the City's goal to encourage people to make improvements, then the CLT agreement could be set up to reward homeowners for improvements. In some cities the concern about property values escalating dramatically is so great that expensive home improvements are not encouraged. Most CLT's will allow homeowners to make improvements as long as permission is obtained prior to making the improvements. MAYOR GOODMAN noted that one of the philosophical benefits of this program is letting the homeowner feel he/she has accomplished the American dream of homeownership.

MR. BROWN pointed out that a study conducted of one of the first CLT's in Burlington, Vermont, showed that there were 97 re-sales through the end of 2003. Moreover, the study found that 74% of those CLT homeowners who sold their homes bought a house in the market place, which means that they were able to realize the dream of homeownership. COUNCILMAN BROWN requested a copy of the study. MR. BROWN indicated he would make it available through MR. SANCHEZ.

CITY COUNCIL MEETING OF: APRIL 20, 2005

MINUTES - Continued:

COUNCILMAN WOLFSON asked if the CLT includes the development of new projects, not existing homes or condominiums. MR. BROWN answered that it depends on the priorities and opportunities within the local community. Many CLT's are creating new units because there is a demand for it. COUNCILMAN WOLFSON noted that he is concerned because a lot of apartments are being converted to condominiums, and he is already receiving calls from renters who are worried about not being able to afford the price of rent. MR. BROWN indicated that CLT's could be set up for rental housing developments.

COUNCILMAN BROWN asked if there is criteria for the selection process for potential homebuyers. MR. BROWN indicated that the handout the Council members received describes the key components of CLT's, which can be tailored by preference for the local community.

COUNCILMAN BROWN wondered if a CLT would work, given the rapid escalation of home values that is occurring locally. MR. BROWN indicated that he has worked in areas where most of the growth is coming from markets that are escalating dramatically, and they tend to be rather cautious in the re-sale formula in an attempt to assure long-term affordability. He suggested that the re-sale formula is going to have to be rather conservative in a market like Las Vegas.

COUNCILMAN REESE thanked MR. BROWN for the presentation.

(10:51 - 11:18)

2-517



Burlington Associates
in Community Development

PO Box 994
Burlington, VT 05402-0994

January 28, 2005

Orlando Sanchez
Neighborhood Services
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Proposal for Services

Thank you for inviting me to submit a proposal to provide technical assistance and professional services to assist the City of Las Vegas, through its Neighborhood Services department, to explore the feasibility of creating a community land trust (CLT) in Las Vegas and, if deemed feasible, to assist with the implementation of the CLT initiative. It was a pleasure to meet you and your staff on January 21st, to provide a brief overview of the CLT model and to learn more about the current programs and priorities of your office. I agree with your assessment that a community land trust could fit very well into your current neighborhood services and community development activities – and I would be pleased to have the opportunity to work with you to make a community land trust a reality in Las Vegas.

Per your request, I am providing you with this proposal, identifying the tasks and scope of services Burlington Associates is prepared to provide to first assess the feasibility of creating a community land trust in Las Vegas and, if deemed feasible, to assist with the creation and implementation of the CLT. Also, as you requested, I am submitting this proposal in phases – identifying all the steps required to get to the point where a Las Vegas CLT is operational, delineating the work and the corresponding budget into specific phases, for your consideration.

Phase 1 – Introduce CLT concept and build support: 3 days

- Prepare for and travel to Las Vegas to assist Neighborhood Services department in April 20, 2005 presentation to Mayor and City Council to secure approval to proceed with creating a Las Vegas CLT.

Phase 2 – Feasibility and Planning: 4 days

- Assist Neighborhood Services staff in introducing CLT concept and building support, by making presentations to explain CLT model to assembled groups and constituencies.
- Assist Neighborhood Services staff in assessing organizational relationships and structural options for establishing CLT activity in the city.
- Assist in identifying the implications of state and local policies that impact implementation of CLT activities in Las Vegas.
- Assist Neighborhood Services staff in making final determination of feasibility of Las Vegas CLT.
- If deemed feasible, assist in formation of steering committee to guide formation of Las Vegas CLT.

Phase 3 – Develop and Establish Community Land Trust: 18 days

A. Assist in Developing Basic CLT Structure – 5 days

- Continue to introduce basic CLT structure, as needed, to build a broader base of support throughout city.
- Assist steering committee to determine the most appropriate organizational structure for developing a CLT program, either by grafting the CLT onto an existing nonprofit housing organization or by incorporating a new community land trust.
- Assist in establishing determined structure. If a separate CLT is to be established, assist with incorporation, bylaws, and tax-exempt status.

B. Assist in Building CLT Organizational Capacity - 5 days

- Provide training to CLT steering committee – and to initial Board of Directors – to assure strong, informed organizational governance.
- Assist with development of preliminary business plan for Las Vegas CLT, to identify organizational operation plan and budget, as well as funding and sustainability plan.

C. Develop Homeownership Program – 8 days

- Assist in developing a CLT ground lease, including resale formula.
- Assist in arranging for CLT homebuyer mortgage financing.
- Assist in developing marketing strategies as well as orientation materials and plans for prospective CLT homebuyers.
- Assist in determining role CLT will play in development of housing units and assist in building partnerships with builders and developers, as needed.

Timeline:

The specifics of the timeline for the completion of this work would need to be negotiated with Neighborhood Services. However, I estimate that this work can be completed in 9-12 months.

Budget:

An itemized budget is attached – detailing professional fees, travel costs and reimbursable expenses. I will provide the specified services both on-site and off-site. This budget assumes a total of seven site visits, in addition to work being done off-site, from my office in St. Joseph, Minnesota. This budget does *not* include any legal fees to be incurred by Neighborhood Services for legal research and opinion.

Burlington Associates has a standard contract for services that we would gladly provide if you were satisfied with the terms of this proposal.

I would be pleased to discuss any aspect of this proposal with you – or your staff – in detail. I look forward to hearing from you and to the prospects of continuing to work with you on this very exciting community development initiative. In the meantime, I will continue to reserve April 20th in my calendar for a possible site visit to Las Vegas to assist in a presentation to the City Council.

Technical Assistance Budget

Jan-05

City of Las Vegas, Nevada

DIRECT TECHNICAL ASSISTANCE

LABOR

Task Areas	Code	Due	Days	TAP#	Provider	Rate	Cost
Introduce Concept and Build Support		Apr-05	3.0	12	Brown, M	\$660.00	\$1,980.00
Planning & Feasibility		Apr-06	4.0	12	Brown, M	\$800.00	\$3,200.00
Develop Basic CLT Structure		Apr-06	5.0	12	Brown, M	\$800.00	\$4,000.00
Build CLT Organizational Capacity		Apr-06	5.0	12	Brown, M	\$800.00	\$4,000.00
Develop CLT Homeownership Program		Apr-06	8.0	12	Brown, M	\$800.00	\$6,400.00
			total days: 25.0			total labor:	\$19,580.00

Travel

# Site Visits Expected	7		
7	long distance visits		
3	days per visit		
Air Transportation	\$500.00 /RT	\$3,500.00	
Ground Transportation			
rental/taxi/shuttle/gas	\$ 75.00 /day	\$1,575.00	
mileage 50 mi@	\$ 0.385 /mile	\$134.75	
Lodging	long distance trips	\$100.00 /trip	\$1,400.00
Meals		\$ 30.00 /day	\$630.00
Other			\$0.00
total travel:			\$7,239.75

Other Direct Costs

Instructional materials to be provided	\$0.00
Consultant's reimbursable direct costs	\$80.25

PASS THROUGH FUNDING

\$0.00

TOTAL TPA BUDGET

\$26,900.00

The Diverse World of Community Land Trusts

***Summary:** The Community Land Trust is a model of unique versatility, lending itself easily and frequently not only to enormous variation in the kinds of projects that make use of the model but also to considerable variation in the model's own organizational make-up. In this section, the main features of the "classic" CLT are presented, along with their most common variations. Consideration is then given to some of the causes behind this continuing experimentation.*

Variations on a Theme of "CLT Classic"

For over thirty years, the Institute for Community Economics (ICE) in Springfield, Massachusetts has promoted a model of community development and affordable housing known as the Community Land Trust (CLT). In 1992, the principal features of this model were enshrined in federal law in a CLT definition drafted by ICE and approved by Congress (see Appendix A). The ~~ten~~ features that characterize the "classic" CLT are to be found in most organizations that call themselves a community land trust, although there is much variation among the 120 CLTs already in existence or under development in the United States. The features that define and distinguish the "classic" CLT are described below, along with the most common variations occurring in each.

Nonprofit, Tax-exempt Corporation

CLT Classic: A Community Land Trust is an independent, not-for-profit corporation that is legally chartered in the state in which it is located. Most CLTs target their activities and resources toward charitable activities like providing housing for low-income people or eliminating neighborhood blight, making them eligible for 501(c)(3) designation from the IRS.

CLT Variations:

Although CLTs are usually created "from scratch," as newly formed, autonomous corporations, some have been established as successors, affiliates, or programs of an older nonprofit. Either the pre-existing nonprofit transforms itself into a community land trust or grafts selected elements of the CLT model onto its own structure and programs. Sometimes, when a new CLT is established within the corporate shell of a pre-existing nonprofit, the CLT becomes a permanent part of the nonprofit's on-going operations. More often, this has been a temporary, transitional arrangement, where the CLT is spun off as a separate corporation when it has the capacity and constituency to thrive by itself.

Dual Ownership

CLT Classic: A nonprofit corporation (the CLT) acquires multiple parcels of land throughout a targeted geographic area with the intention of retaining ownership of these parcels forever. Any building already located on the land or later constructed on the land is sold off to an individual homeowner, a cooperative housing corporation, a nonprofit developer of rental housing, or some other nonprofit, governmental, or for-profit entity.

CLT Variations: Although dual ownership is a characteristic of every organization that calls itself a community land trust, buildings that are renter-occupied are sometimes treated differently than buildings that are owner-occupied. Some CLTs, when dealing with multi-unit rentals, whether residential or commercial, retain ownership of not only the underlying land but the buildings as well.

Leased Land

CLT Classic: Although CLTs intend never to resell their land, they provide for the exclusive *use* of their land by the owners of any buildings located thereon. Parcels of land are conveyed to individual homeowners (or to the owners of other types of residential or commercial structures) through long-term ground leases. This two-party contract between the landowner (the CLT) and a building's owner protects the latter's interests in security, privacy, legacy, and equity, while enforcing the CLT's interests in preserving the appropriate use, structural integrity, and continuing affordability of any buildings located upon its land.

CLT Variations: Every CLT uses a long-term ground lease for the conveyance of land. Most of these leases are based on the "model CLT ground lease" developed and refined by ICE over the past 30 years. The exact terms and conditions contained in these two-party contracts, however, can vary greatly from one CLT to another, especially with regard to restrictions on using, subletting, and improving the buildings that are located on the CLT's land.

Perpetual Affordability

CLT Classic: The CLT retains an option to repurchase any residential (or commercial) structures located upon its land, should their owners ever choose to sell. The resale price is set by a formula, contained in the ground lease, that is designed to give present homeowners a fair return on their investment, while giving future homebuyers fair access to housing at an affordable price. By design and by intent, the CLT is committed to preserving the affordability of housing (and other structures) – one owner after another, one generation after another, in perpetuity.

CLT Variations: While perpetual affordability is a commitment of every CLT, the formula that defines and enforces affordability varies greatly from one CLT to another. This is due, in part, to the different methods that CLTs can adopt in calculating the resale price of housing and other structures that are located upon the CLT's land. Different formulas may also result from the different goals that particular CLTs are trying to achieve or the different populations they are trying to serve.

Perpetual Responsibility

CLT Classic: The CLT does not disappear once a building is sold to a homeowner, a co-op, or another entity. As owner of the land underlying any number of buildings and as owner of an option to re-purchase those buildings, the CLT has a continuing interest in what happens to these structures and to the people who occupy them. Should property owners allow their buildings to become a hazard, the ground lease gives the CLT the right to step in and to force repairs. Should property owners default on their mortgages, the ground lease gives the CLT the right to step in and cure the default, forestalling foreclosure. The CLT remains a party to the deal, safeguarding the structural integrity of the building and the residential security of the occupants.

CLT Variations: Some CLTs provide many services and go to great lengths in preparing low-income households for the responsibilities of homeownership, in supporting them in times of trouble, and in preventing defaults from ever happening. Other CLTs intervene only when there is a crisis, acting to prevent the loss of buildings faced with foreclosure. The level of services and supports is largely dependent upon a CLT's capacity, but it is also shaped by the balance that each CLT tries to strike between "backstopping" those who occupy buildings on leased land and leaving them alone, respecting their privacy and independence.

Community Base

CLT Classic: The CLT operates within the physical boundaries of a targeted locality. It is guided by – and accountable to – the people who call that place their home. Any adult who resides on the CLT's land and any adult who resides within the geographic area deemed by the CLT to be its "community" can become a voting member of the CLT.

CLT Variations: Nearly every CLT is an open-membership organization, drawing its members from a community that is geographically defined. Within the diverse world of CLTs, however, there is considerable variation in the size of that "community" and in the make-up of that membership. A decade ago, the "community" served by most CLTs was a single neighborhood. That has changed. Many CLTs created in recent years have staked out a much wider service area, encompassing multiple neighborhoods, an entire city, an entire county, or, in a few cases, a multi-county region. Changes have also occurred, here and there, in the composition and role of the CLT's membership. Some CLT's, for example, have opened their membership to individuals who reside outside of the CLT's target area. Other CLT's have expanded their membership beyond individuals, allowing other nonprofit corporations, local governments, or private institutions like hospitals, churches, or foundations to become voting members of the CLT. There are even a few CLTs with no membership at all, although these tend to be situations where selected elements of the CLT model have been grafted onto an existing community development corporation.

Resident Control

CLT Classic: Two-thirds of a CLT's board of directors are nominated by, elected by, and composed of people who either live on the CLT's land or people who reside within the CLT's targeted "community" but do not live on the CLT's land.

CLT Variations: Nearly every CLT has a board of directors that is elected, in part, by the residents who make up its membership. There are variations, however, in the process of nominating new directors, in the process of selecting those directors, and in the percentage of the board that is directly elected by the CLT's membership. There are also variations, as mentioned already, in the composition of the membership itself.

Tripartite Governance

CLT Classic: The board of directors of the "classic" CLT is composed of three parts, each containing an equal number of seats. One third of the board represents the interests of people who lease land from the CLT ("leaseholder representatives"). One third represents the interests of residents from the surrounding "community" who do not lease CLT land ("general representatives"). One third is made up of public officials, local funders, nonprofit providers of housing or social services, and other individuals presumed to speak for the public interest ("public representatives"). Control of the CLT's board is diffused and balanced to ensure that all interests are heard but that no interest is predominant.

CLT Variations: Although every CLT board has a diversity and balance of interests, the exact make-up and mix can vary widely from one CLT to another. For example, nearly every CLT board has leaseholder representatives, but some CLTs subdivide this leaseholder category among directors who represent the interests of leaseholders occupying single-family homes and those occupying co-op units or commercial buildings. Similarly, every CLT has public representatives, but some CLTs fill these seats exclusively with representatives of local or state government, while others include representatives of local churches, foundations, banks, social service agencies, tenants rights organizations, or community development corporations within this "public"

category. Many start-up CLTs, moreover, have interim boards that may be composed (and appointed) quite differently than the broadly representative, membership-elected, tripartite board that will ultimately govern the CLT.

Expansionist Acquisition

CLT Classic: CLTs are not focused on a single project. They are committed to an active acquisition and development program, aimed at expanding their holdings of land and increasing the supply of affordable housing (and other types of buildings) under their stewardship.

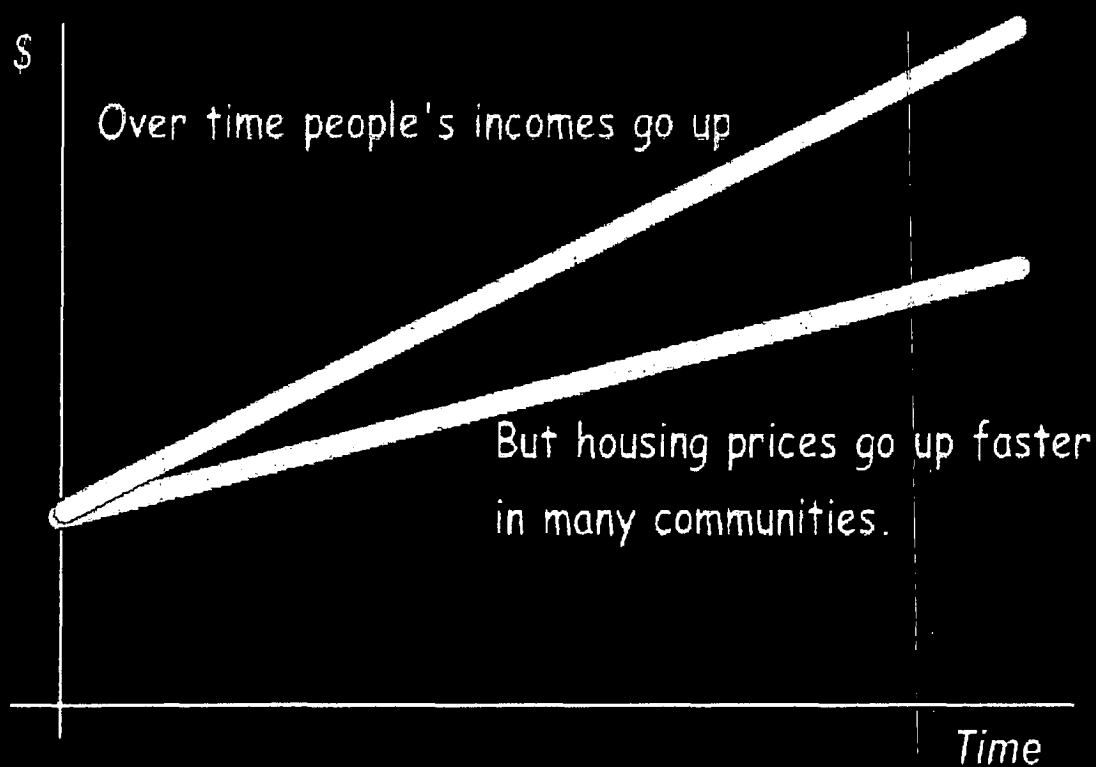
CLT Variations: Every CLT has an eye toward expanding the number of acres and the number of buildings that are brought into its nonspeculative domain, but the scale and pace of acquisition can vary widely from one CLT to another. This is due, in part, to factors outside of a CLT's control, like the availability of funds and lands. An acquisition strategy is also a function, however, of a CLT's own priorities in choosing who to serve, what to build, and where to work. Many CLTs have grown quite slowly, each year purchasing a few parcels of land on which are constructed (or rehabilitated) a handful of single-family houses. Other CLTs have grown rather rapidly, regularly acquiring multiple sites and larger sites on which multi-unit projects can be developed.

Flexible Development

CLT Classic: The CLT is a community development tool of uncommon flexibility, accommodating a variety of land uses, property tenures, and building types. CLTs around the country construct (or acquire, rehabilitate, and resell) housing of many kinds: single-family homes, duplexes, condos, coops, SROs, multi-unit apartment buildings, and mobile home parks. CLTs create facilities for neighborhood businesses, nonprofit organizations, and social service agencies. CLTs provide sites for community gardens and vest-pocket parks. Land is the common ingredient, linking them all.

CLT Variations: There is enormous variability in the projects that CLTs pursue and in the roles they play in developing them. Some CLTs focus on a single type of housing, like attached townhouses. Some focus on a single tenure, like owner-occupied housing. Others, embracing a more comprehensive mission like revitalizing an entire neighborhood, rebuilding a locality's housing tenure ladder, or redistributing the benefits and burdens of regional growth, take full advantage of the model's flexibility in undertaking a diverse array of residential and commercial projects. Most CLTs do their own development, initiated and supervised by their own staff. Others leave development to nonprofit or governmental partners, confining their efforts to assembling land, leasing land, and preserving the affordability of any housing located upon it. Between these two extremes of the CLT-as-developer and the CLT-as-steward lie a variety of roles that different CLTs have embraced in expanding their price-protected domain.

Housing Prices Rising Faster Than Incomes



Understanding Subsidy Retention

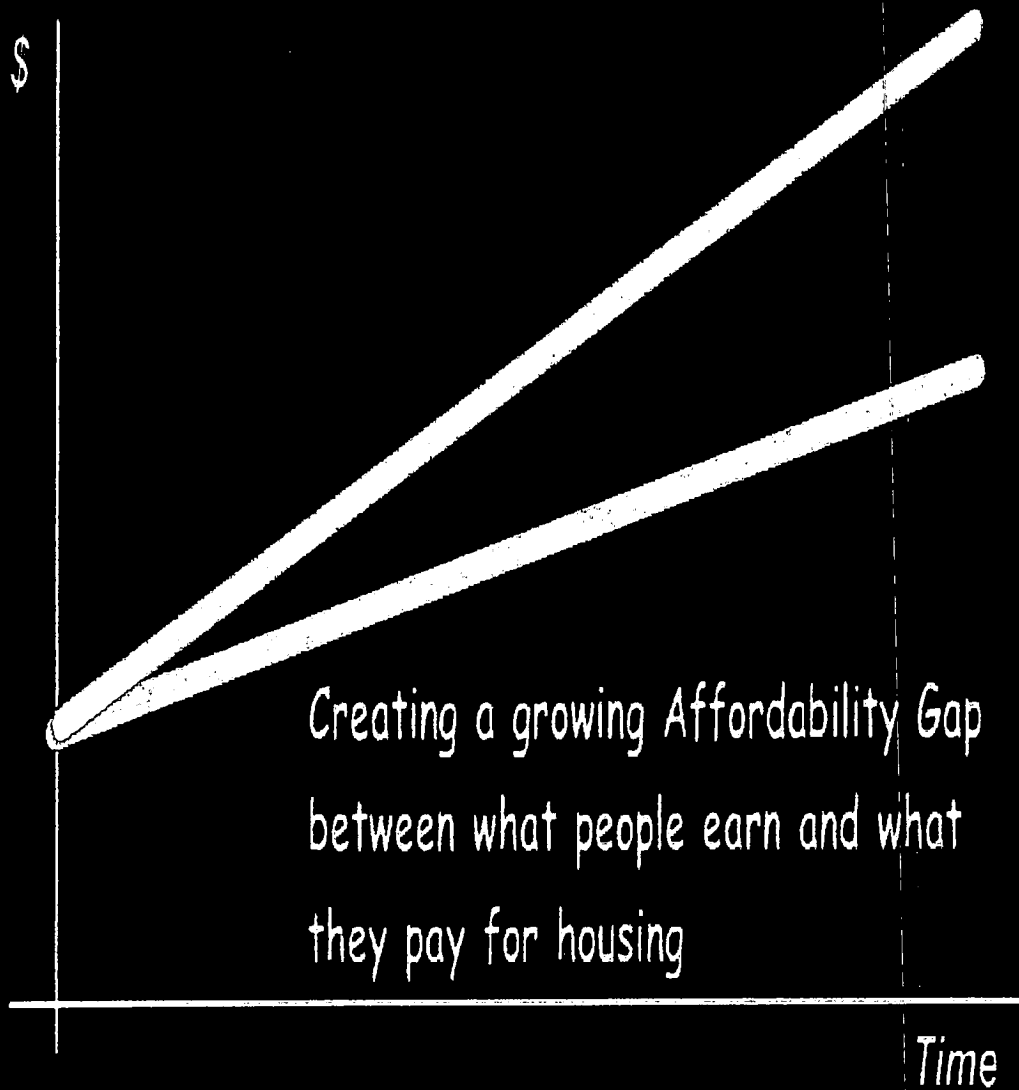
The Problem



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4/20/05
CEJ
#64

Housing Prices Rising Faster Than Incomes



Understanding Subsidy Retention

The Problem



4/21/2005

An Example

\$ ● \$45,000 /Year

Imagine a family of 4 several years ago.

Both Parents were teachers.

They earned a total annual income of \$45,000

Time

Understanding Subsidy Retention

The Problem



An Example

\$ ● \$3,750

Imagine a family of 4 several years ago.

Both Parents were teachers.

They earned a total annual income of \$45,000

That's \$3,750 per month
(before taxes)

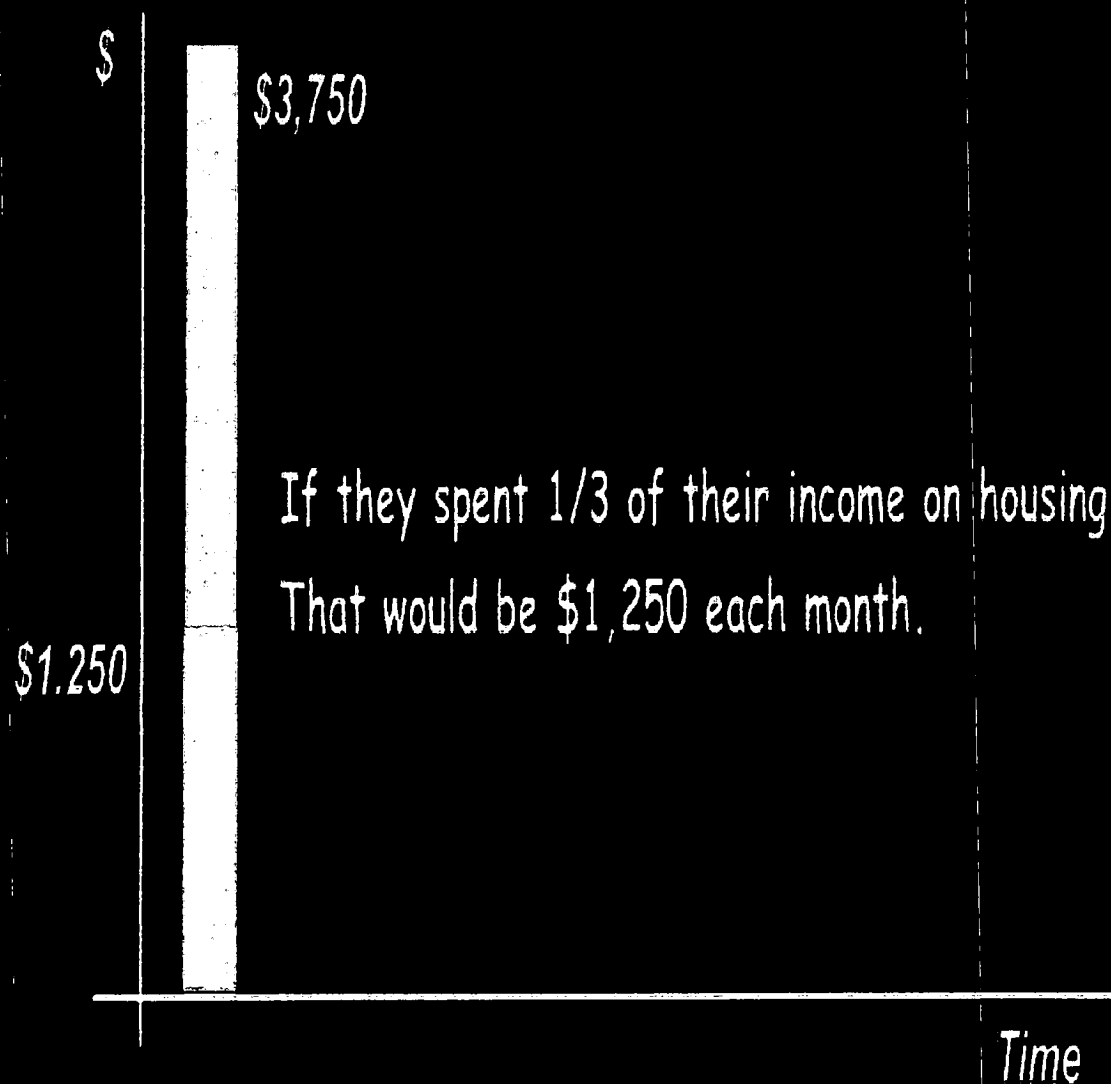
Time

Understanding Subsidy Retention

The Problem



An Example



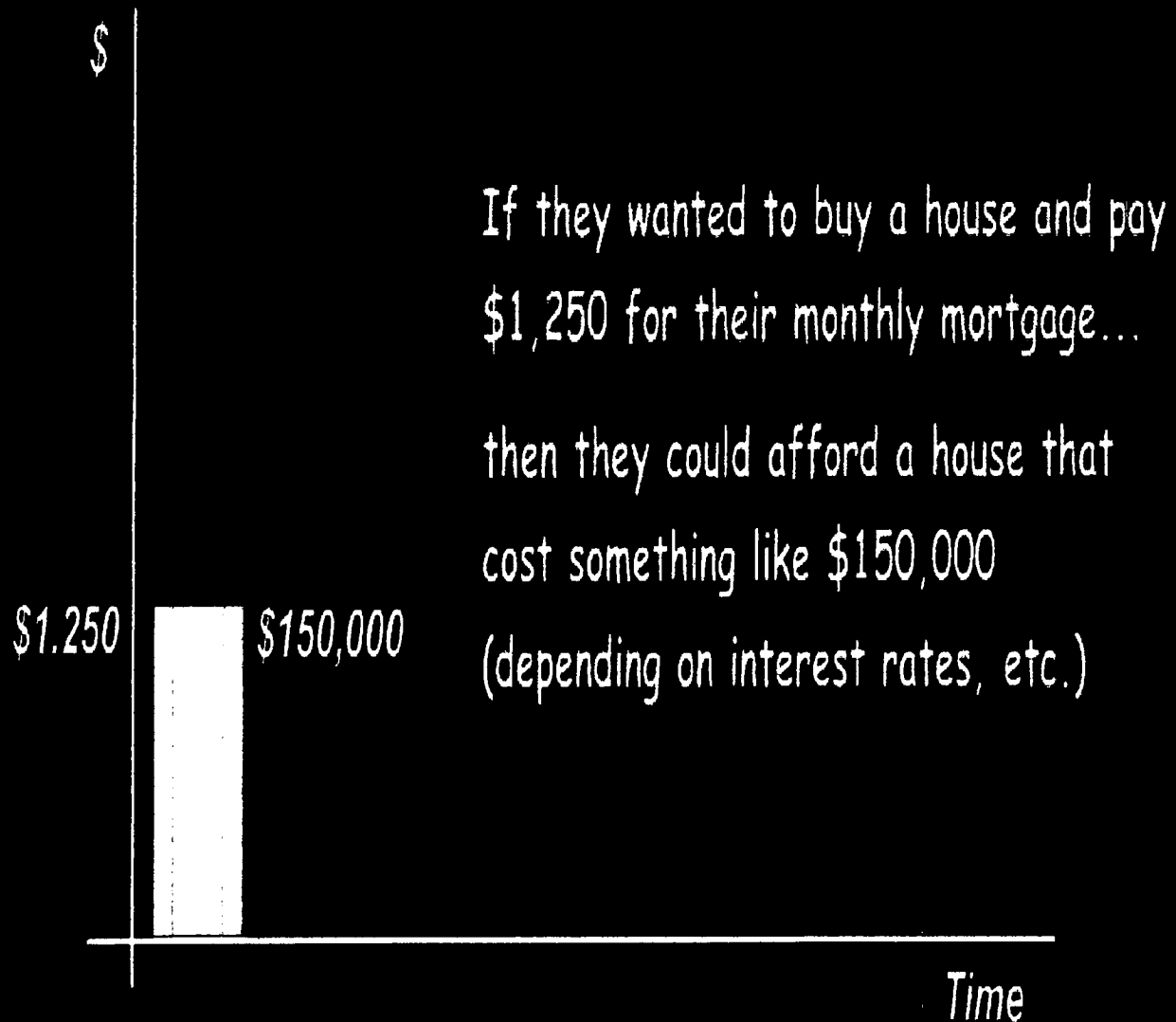
Understanding Subsidy Retention

The Problem



6/20/05 10:05

An Example



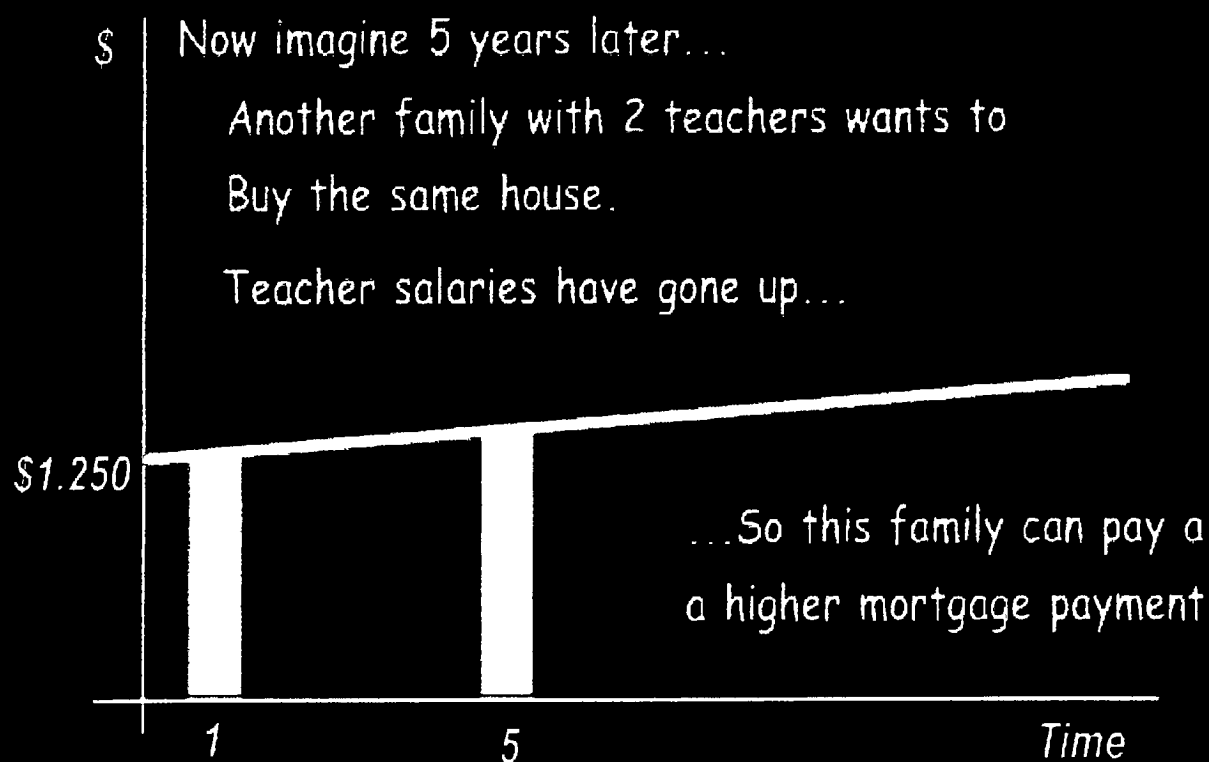
Understanding Subsidy Retention

The Problem



Page 1 of 1

An Example



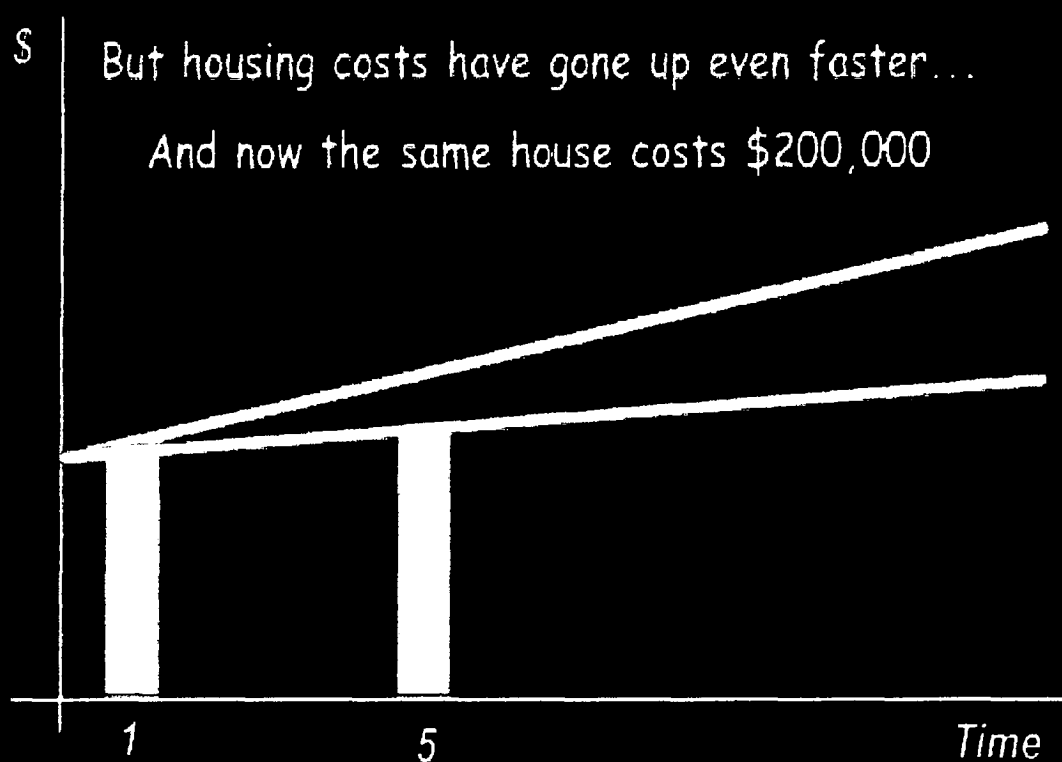
Understanding Subsidy Retention

The Problem



4/21/2005

Affordability Gap

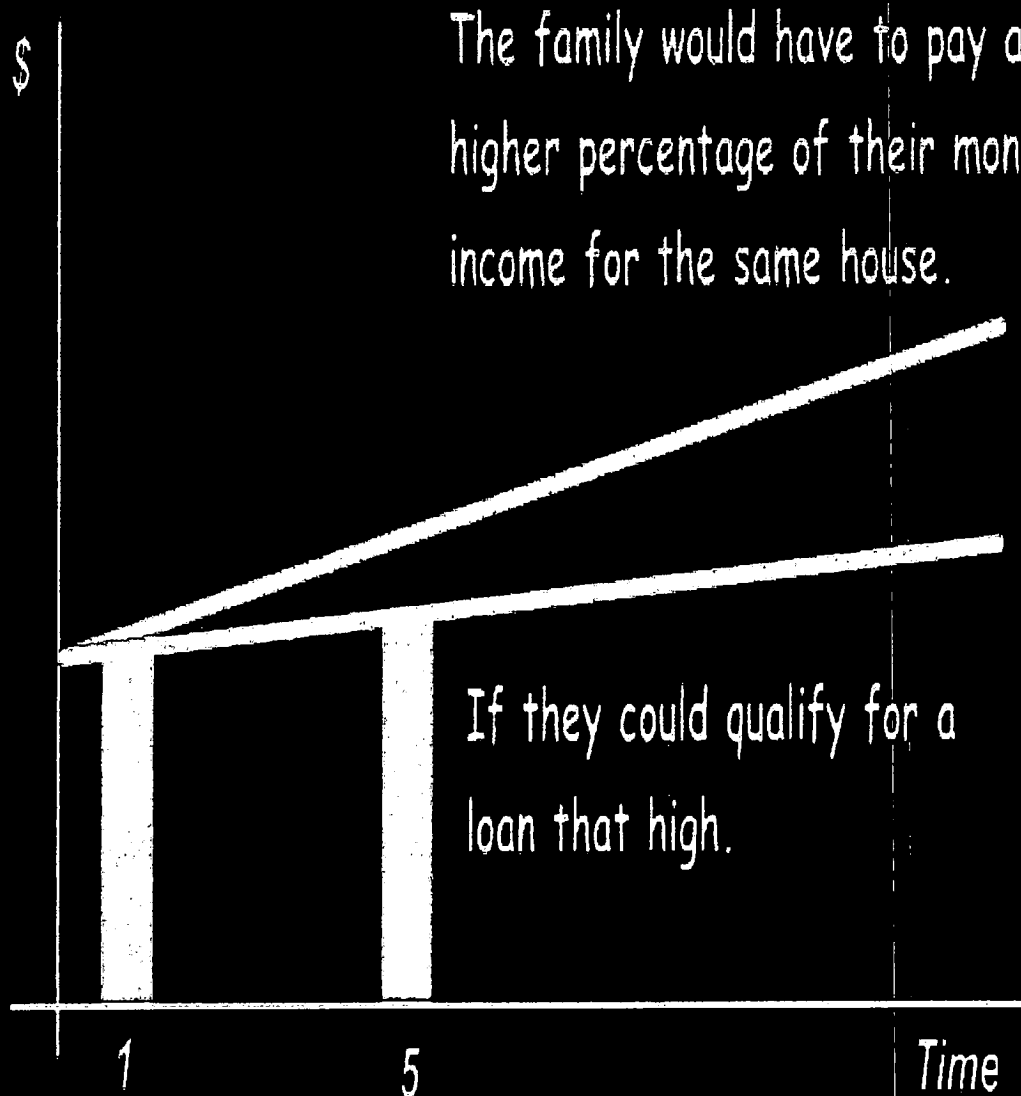


Understanding Subsidy Retention

The Problem



Affordability Gap



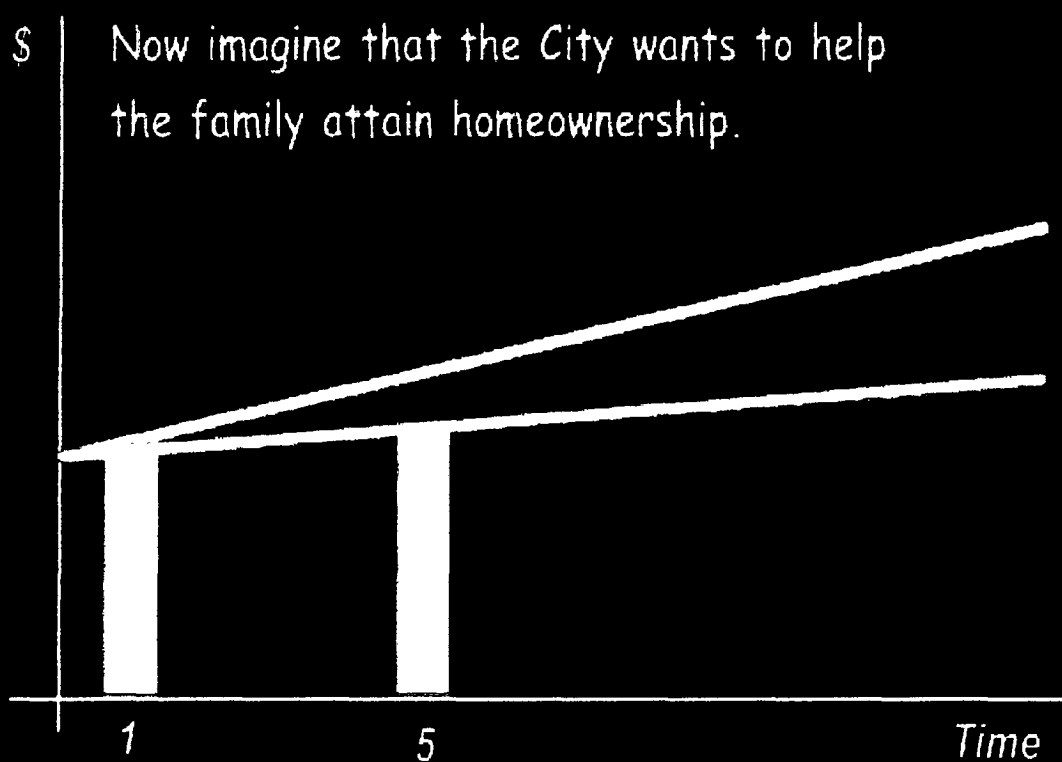
Understanding Subsidy Retention

The Problem



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Growing Cost of Resubsidizing



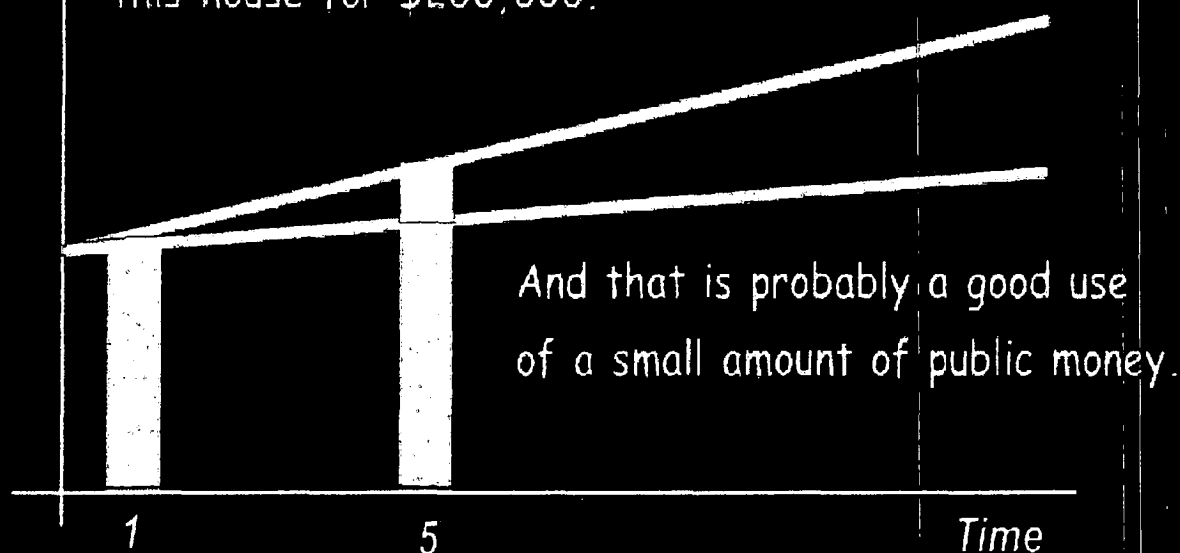
Understanding Subsidy Retention

The Problem



Growing Cost of Resubsidizing

\$ If the family could qualify for a \$175,000 house and the city gave them \$25,000 they could buy this house for \$200,000.



Understanding Subsidy Retention

The Problem



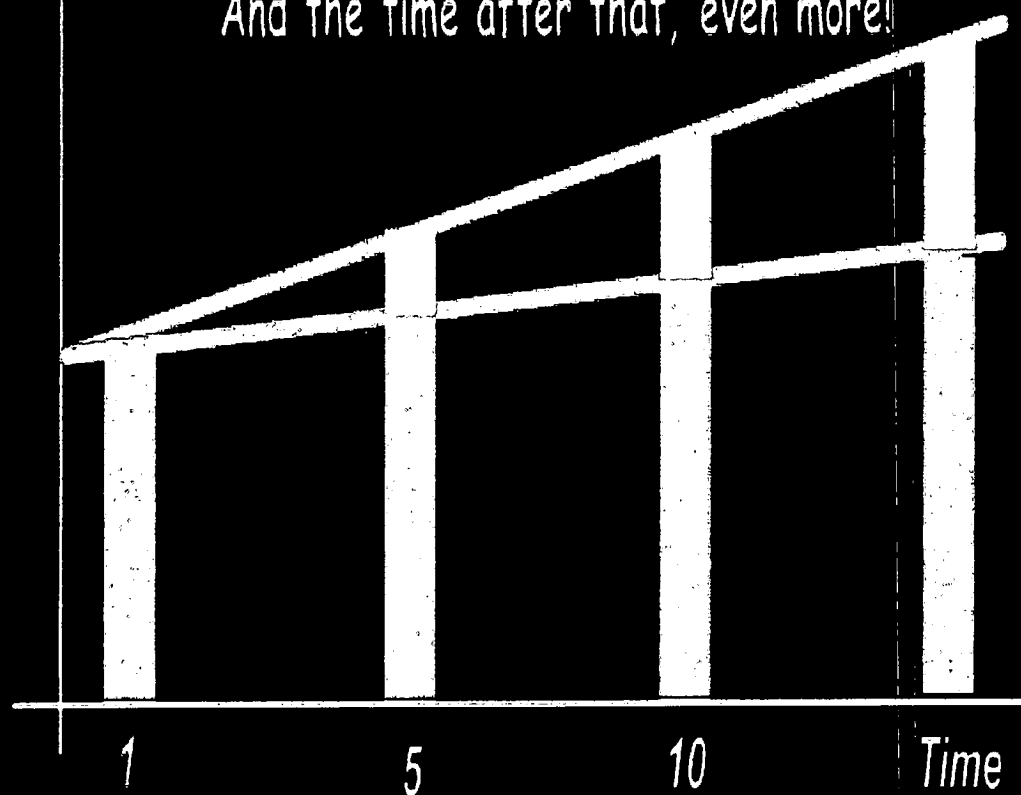
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Growing Cost of Resubsidizing

\$ But here comes the problem...

Next time it costs more...

And the time after that, even more!



Understanding Subsidy Retention

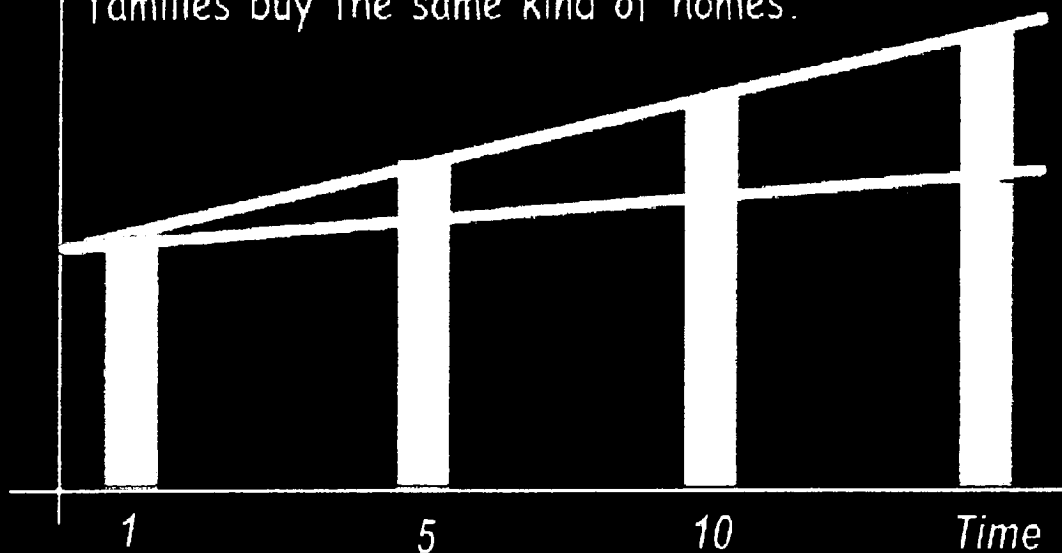
The Problem



© 2014 Jacobus

Growing Cost of Resubsidizing

\$ As long as housing prices are rising faster than incomes, over time it costs more to help the same kind of families buy the same kind of homes.



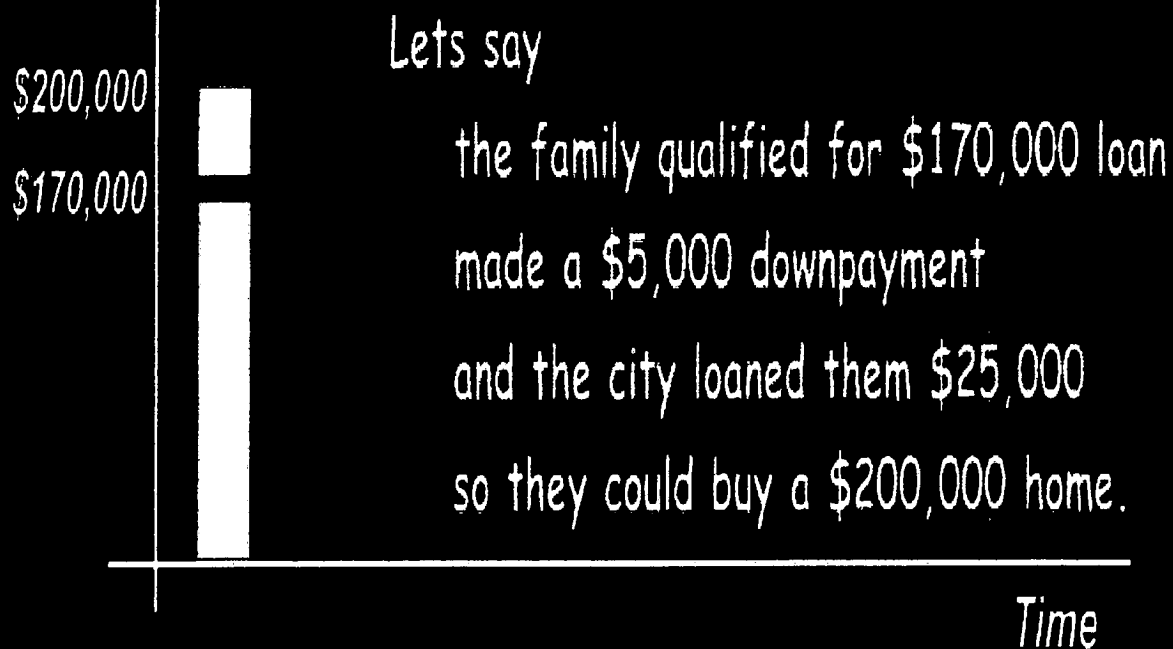
Understanding Subsidy Retention

The Problem



How Subsidy Recapture Works

\$ Often the city will want to get some of its money back when the family sells the house.

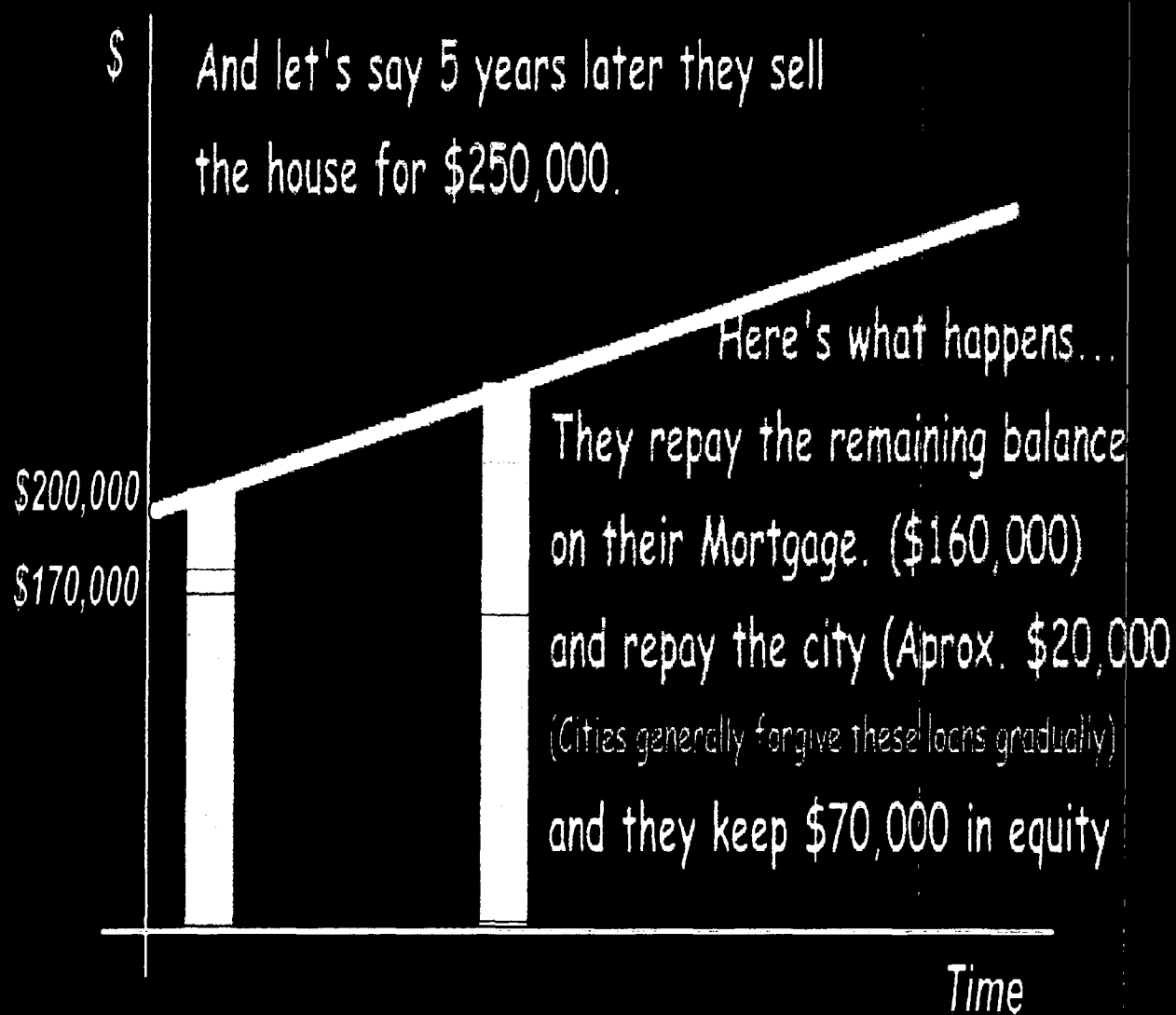


Understanding Subsidy Retention Subsidy Recapture



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How Subsidy Recapture Works

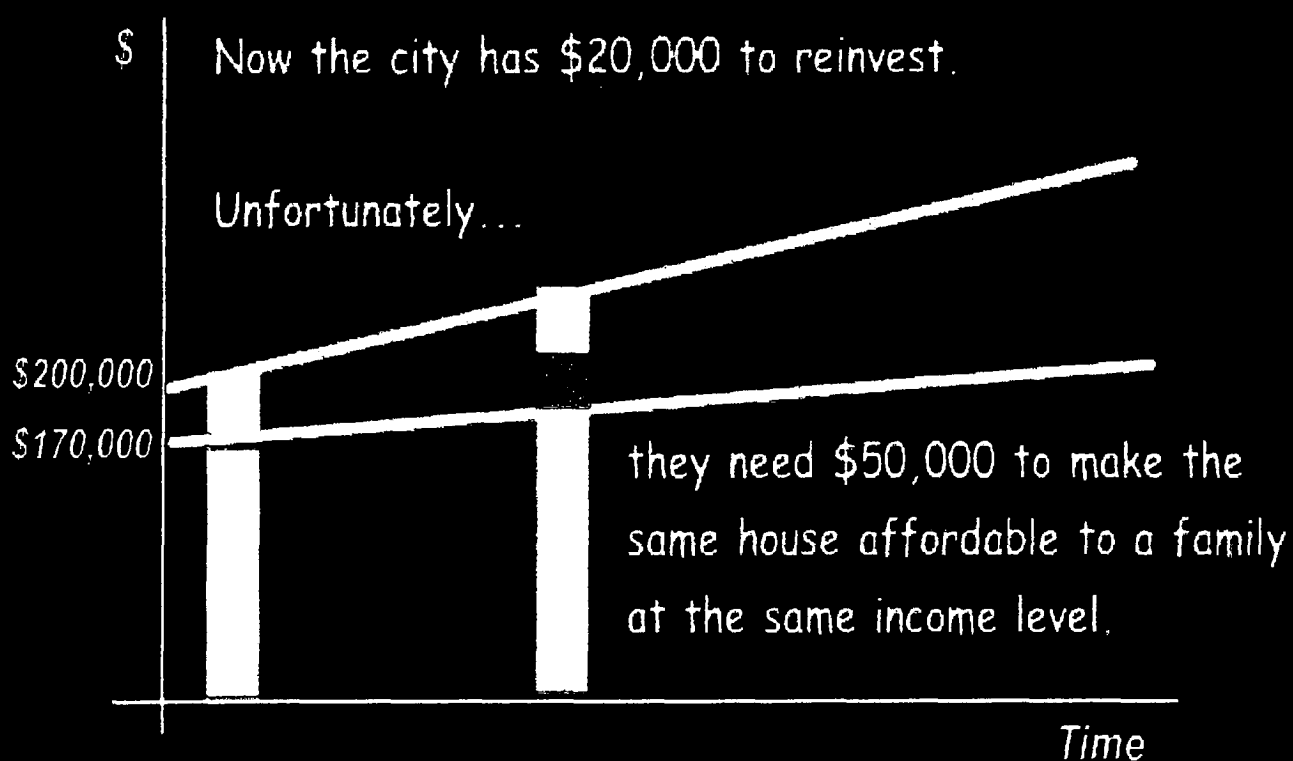


Understanding Subsidy Retention Subsidy Recapture



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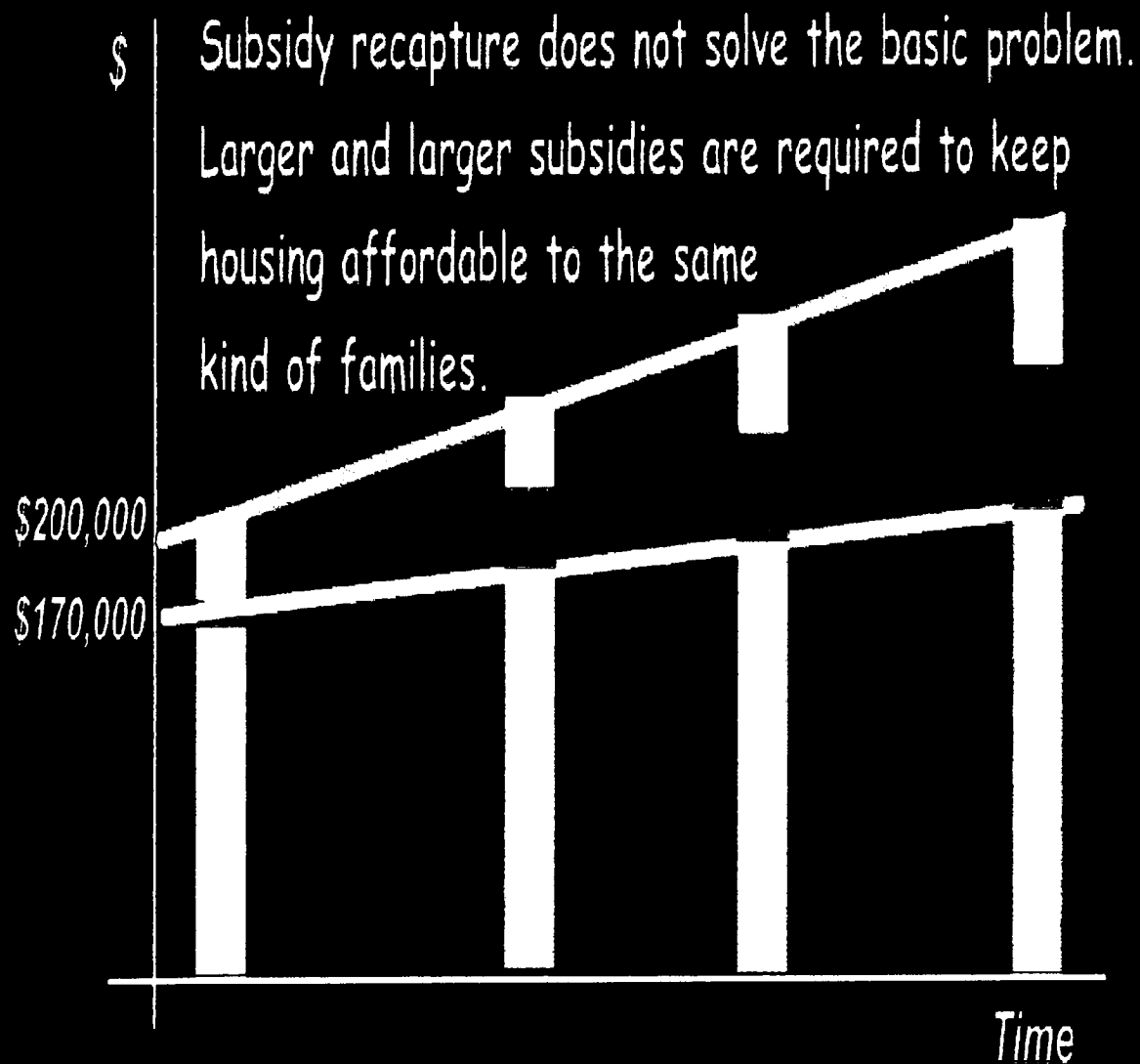
The Problem with Subsidy Recapture



Understanding Subsidy Retention Subsidy Recapture



The Problem with Subsidy Recapture



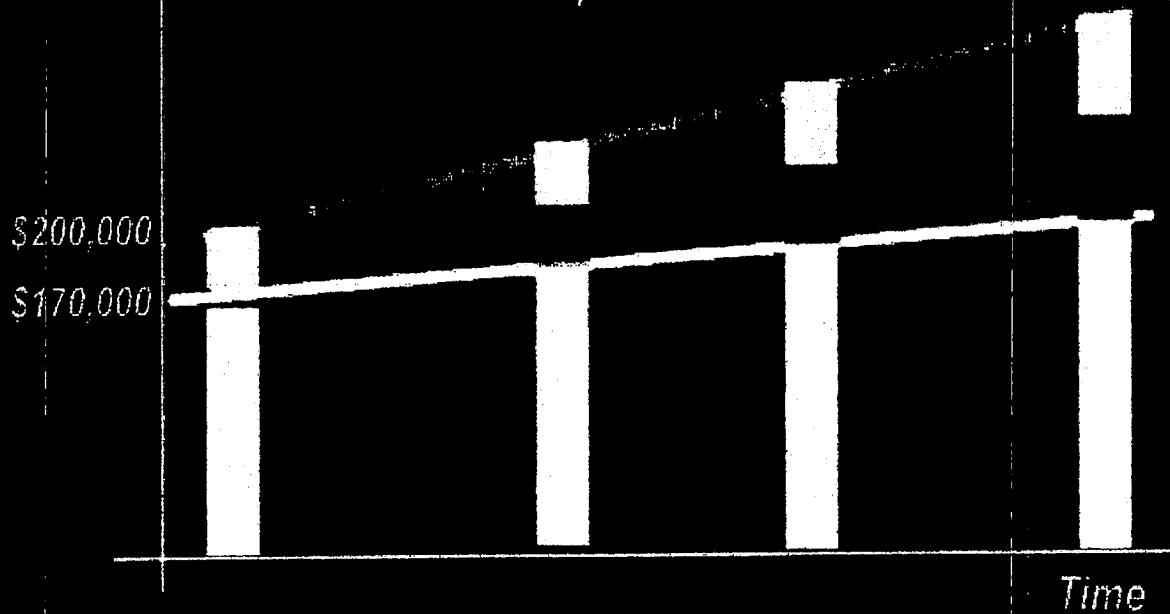
Understanding Subsidy Retention Subsidy Recapture



Page 1 of 1

The Problem with Subsidy Recapture

\$ The only way to prevent this long term resubsidization is to focus on subsidy *RETENTION* instead of recapture.



Understanding Subsidy Retention Subsidy Recapture

◀ ■ ▶ ▶▶

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What is Permanent Affordability?

In order to preserve the impact of limited funds, it is becoming more common for public agencies to look beyond subsidy recapture to subsidy retention models such as:

Community Land Trusts

Limited Equity Condominiums

Limited Equity Cooperatives

Mutual Housing Associations

Deed Restricted Home Ownership

(Non Profit Rental Housing)

Understanding Subsidy Retention Permanent Affordability



100%

What is Permanent Affordability?

There are several Subsidy Retention models
but they are all based on one simple idea:

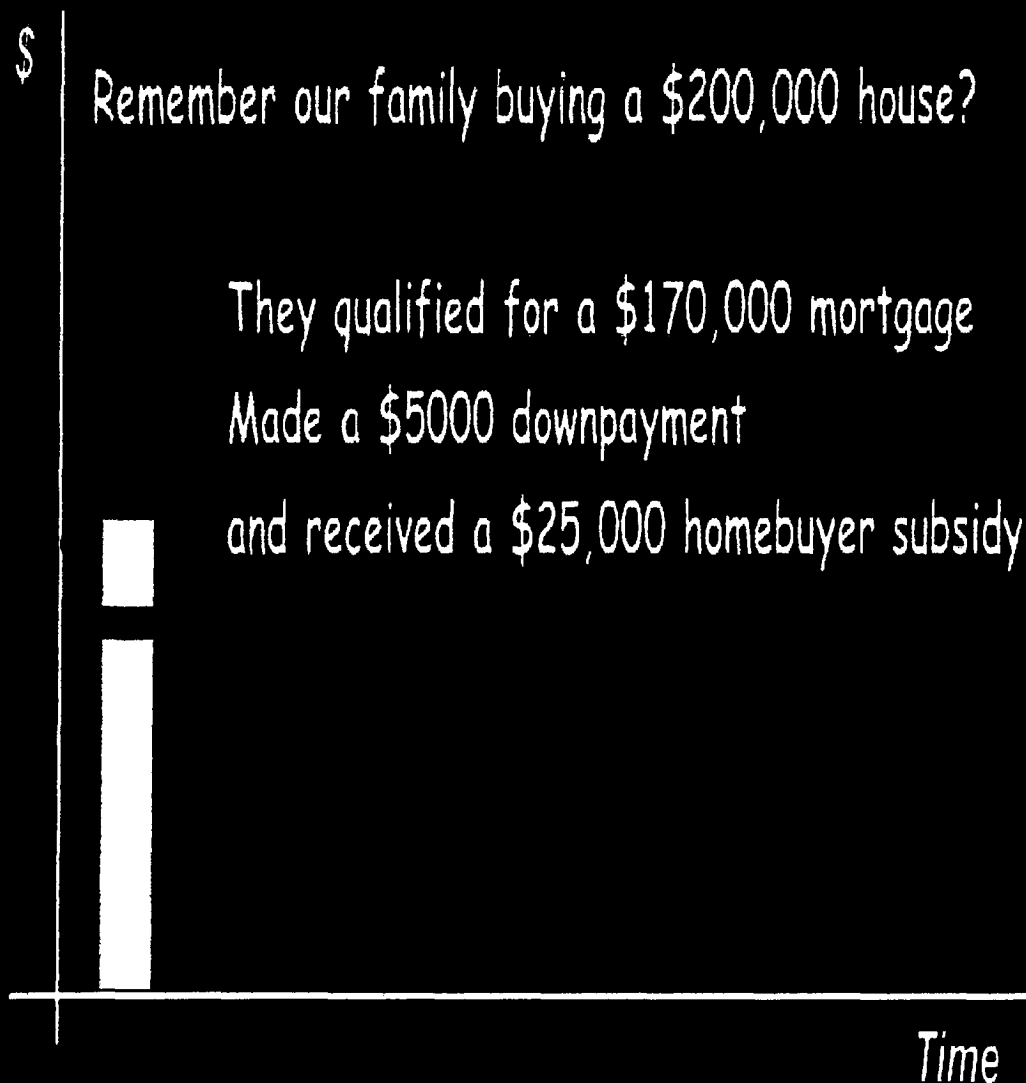
*In exchange for public assistance in purchasing a house,
the buyer agrees to limit the price at which she can
sell that house later.*

Here's how it works...

Understanding Subsidy Retention Permanent Affordability



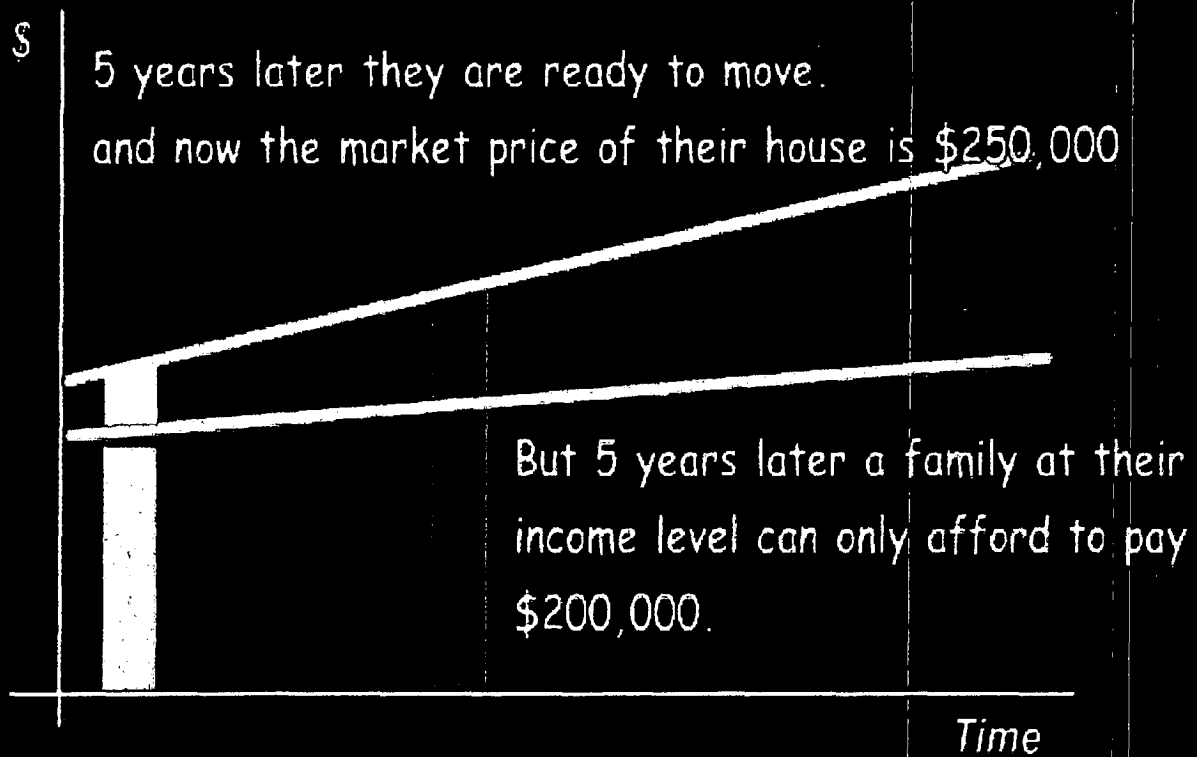
How Subsidy Retention Works



Understanding Subsidy Retention Permanent Affordability



How Subsidy Retention Works

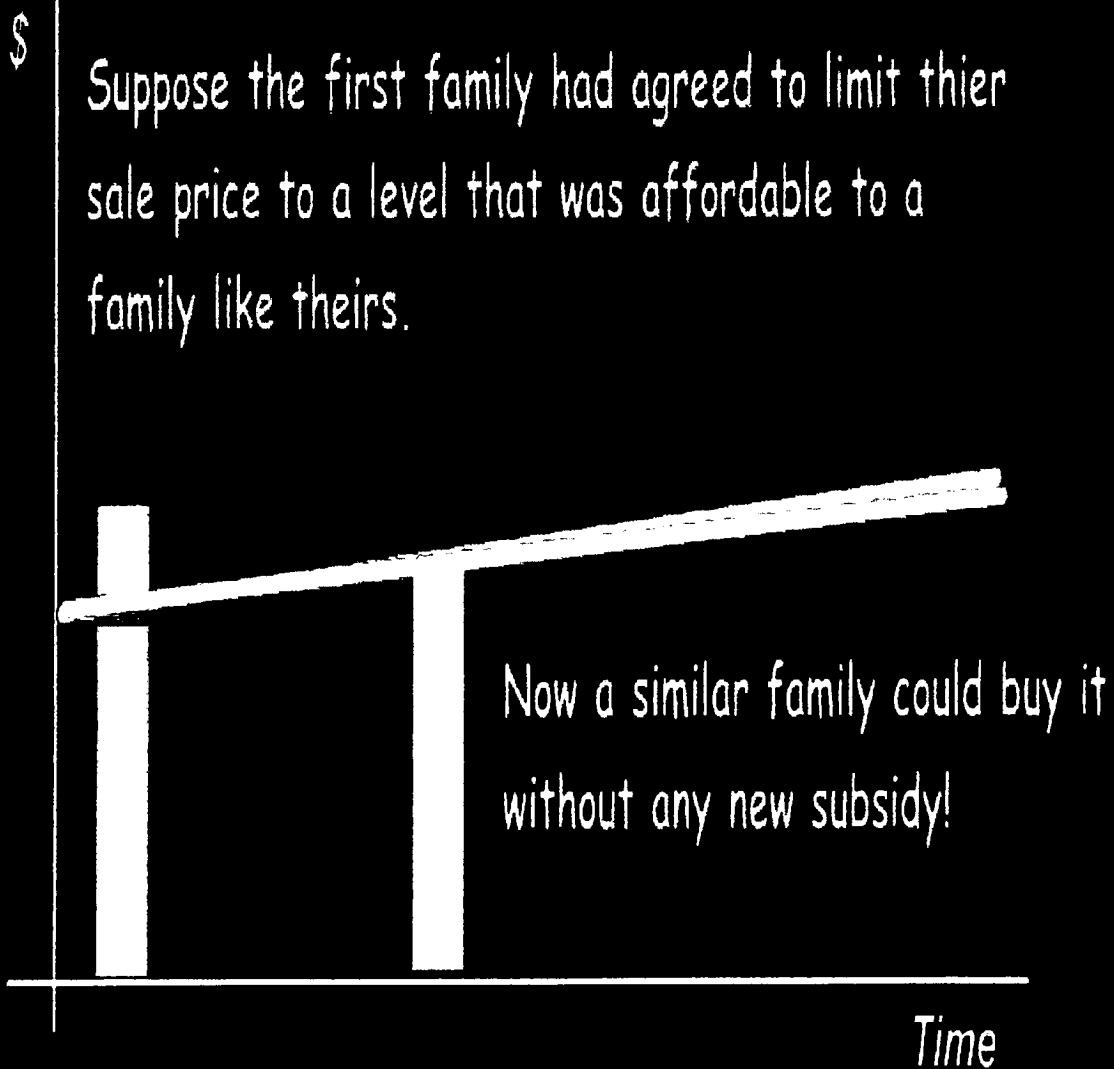


Understanding Subsidy Retention Permanent Affordability



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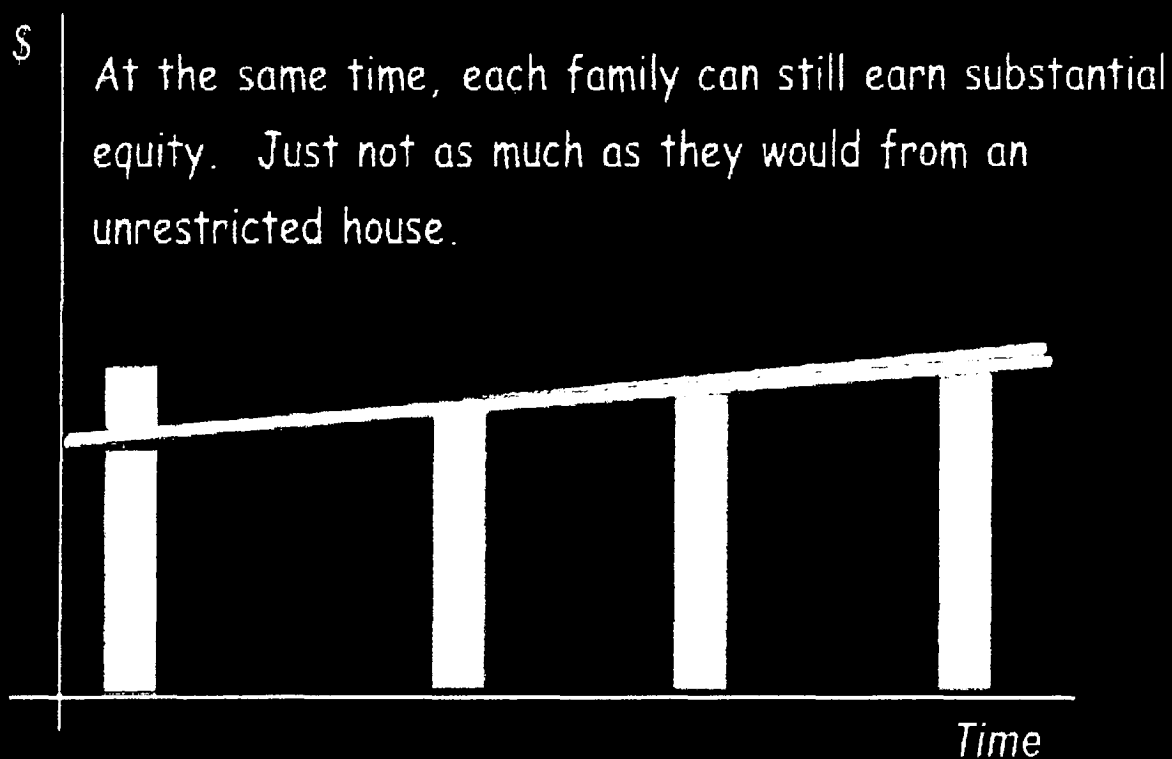
How Subsidy Retention Works



Understanding Subsidy Retention Permanent Affordability



How Subsidy Retention Works

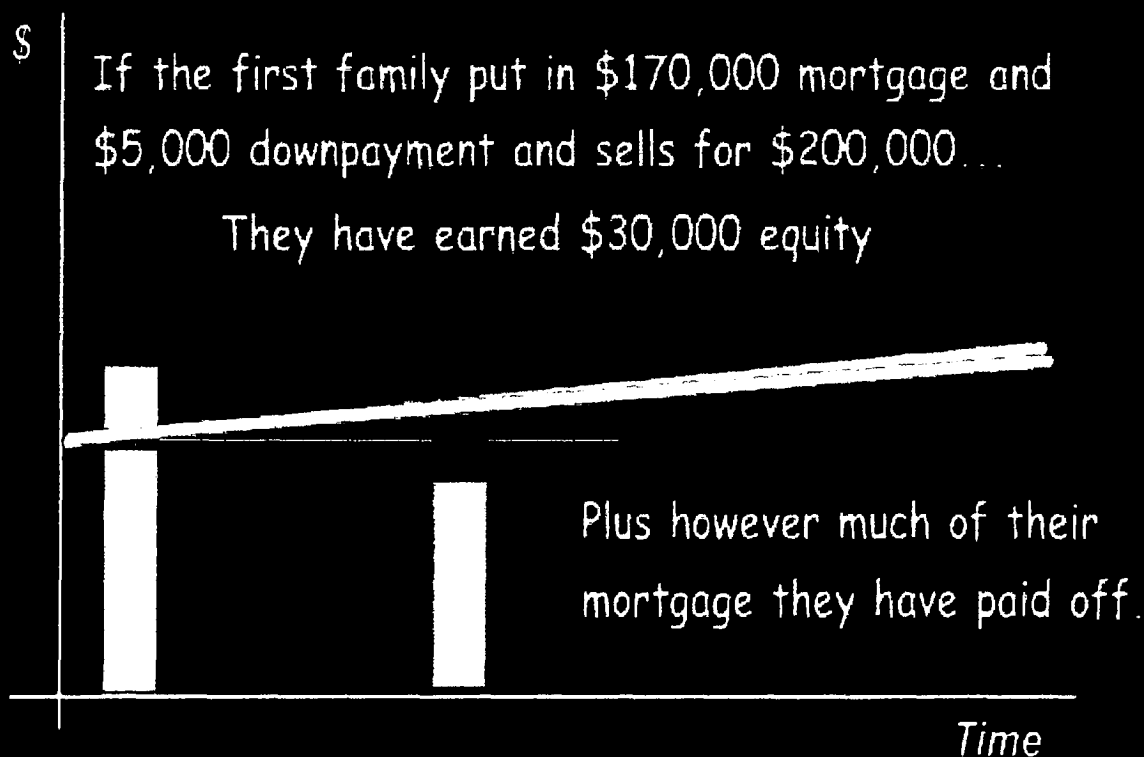


Understanding Subsidy Retention Permanent Affordability



Page 1 of 1

How Subsidy Retention Works



Understanding Subsidy Retention Permanent Affordability



2005-0001

How Subsidy Retention Works

Of course no one in America is eager to limit their ability to profit from selling their home.

But families that could never buy a home without help are more willing to limit their equity in exchange for the benefits of homeownership including:

- A decent family home
- Stability
- Security
- Fair equity build-up
- Homeowner tax deduction

Understanding Subsidy Retention Permanent Affordability



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How Subsidy Retention Works

And the benefits for the community are also significant:

Homes for low & moderate income households

- now and in the future

Homes for the local workforce

- now and in the future

Stability

Diversity

Improvement without displacement or gentrification

Maximum public "return on investments"

Understanding Subsidy Retention Permanent Affordability



Maximizing the Impact of Limited Funds

And by focusing on retention instead of recapture,
scarce public dollars can help many more families.

How many more?

Lets look at the numbers...

Understanding Subsidy Retention Permanent Affordability



Subsidy Pool **500000**Subsidy Per House **25000**House Price **200000**Price Increases **6** %Income Increases **4** %Avg. Family Resells After **10** Years**Start****Assumptions**

Imagine a city invests a given amount to assist a certain number of families.

After several years they all move and either return their subsidy (Recapture) or sell at an affordable level (Retention).

0
Total Families
Assisted

0
New Families
Assisted

Subsidy Recapture

0
Total

0
New

**0
Year****Subsidy Retention**

1,000,000

500,000

Price Inflation

0



Relative to the long term impact of subsidy retention,
subsidy recapture seems almost wasteful.

Lets act now to preserve the value of our housing
investments and ensure that housing is affordable
for future generations.



11/1/2005

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of April, 2005, by and between the incorporated City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter referred to as "City" located at 400 Stewart Avenue, Las Vegas, Nevada 89101 and Burlington Associates in Community Development, LLC, a limited liability company organized in the State of Vermont, hereinafter referred to as "Consultant" with a mailing address at P.O. Box 994, Burlington, Vermont 05402.

WITNESSETH:

WHEREAS, the City desires to determine the feasibility of creating a Community Land Trust (CLT), and if determined feasible, to implement a CLT to ensure affordability of property for perpetuity to include providing affordable housing; and

WHEREAS, the City desires to engage Consultant to provide technical assistance and professional services in determining the feasibility of creating a CLT, and if determined feasible, to assist the city with implementing a CLT initiative; and

WHEREAS, pursuant to Nevada Revised Statute NRS 279.685, the City of Las Vegas desires to use its 18% Set Aside funds for the Project; and

WHEREAS, Consultant has experience in assisting several municipalities, non-profit corporations, and other entities in determining the feasibility of and creating CLTs to further affordable housing; and

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants.

I. RESPONSIBILITY OF THE CONSULTANT

- A. Consultant shall be responsible for professional quality, technical accuracy, timely completion and coordination of all services furnished by Consultant, its subcontractors and its principals, officers, employees and agents under this Agreement.
- B. City review, approval, acceptance or payment for any of the Consultant's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement and the Consultant shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the City caused by the Consultant's negligent acts, errors or omissions in performance of this Agreement.
- C. The Consultant shall assign Michael Brown (Project Manager) to manage the Project as outlined in Section III entitled "Scope of Services." All of the services specified by this Agreement shall be performed by the Project Manager or by the

Consultant's associates and employees. Should the Project Manager, or any key employee of the Consultant be unable to complete his/her responsibility for any reason, the Consultant will replace him/her with a qualified person whom the City's representative finds satisfactory. If the Consultant fails to make a required replacement within 30 days, the City may terminate this Agreement for default. This provision shall not be applicable to administrative, clerical or support staff.

- D. The Consultant agrees that its officers, partners and employees will cooperate with the City in the performance of services under this Agreement and will be available for consultation under the terms of the Agreement under such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The rights and remedies of the City provided for under this Section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

II. RESPONSIBILITY OF THE CITY

- A. The City agrees that its officers and employees will cooperate with the Consultant in performance of services under this Agreement and will be available to meet with the Consultant at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The City shall assist the Consultant in obtaining data and documents from public offices or agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services specified by this Agreement.

III. SCOPE OF SERVICES

- A. The purpose of the Section is to set forth terms upon which the Consultant will provide the City with the services it has requested which is generally described as providing technical assistance and professional services to assist the City in determining the feasibility of creating a CLT; and if determined to be feasible by the City, the Consultant will assist the City with the implementation of the CLT, as well as other tasks identified as Deliverables as set forth in Exhibit "A," Statement of Work. The Consultant agrees to provide its technical knowledge, skills and expertise to perform the Deliverables as set forth in Exhibit "A." Each Deliverable shall be submitted to the City in accordance with the Implementation Schedule set forth in Exhibit "B".
- B. Project management, including planning, staffing, professional quality, technical accuracy, timely completion and coordination of all services provided by Consultant, its subcontractors and their principals, officers, employees, and agents under this Agreement will be the responsibility of the Consultant. In performing the work specified in this Agreement, the Consultant shall follow practices consistent with generally accepted professional and technical standards.

- C. The Consultant shall, without additional compensation, correct or revise any errors or material not in conformance with the requirements of this Agreement as identified by the City in Exhibit "A" for ninety (90) days following City's acceptance of each Deliverable as defined in the Implementation Schedule (Exhibit "B").
- D. Consultant has requested financial support of the City to enable Consultant to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Deliverables as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Consultant, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for the identified funding.
- E. It is understood that some of the services specified in the Statement of Work (Exhibit "A") may be performed from Consultant's place of business located at 13846 County Road 51, Saint Joseph, Minnesota 56374.

IV. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall commence effective the date the Agreement is approved by the City Council of the City of Las Vegas and the Consultant. It remains in force until June 7, 2006, (herein referred to as the "Expiration Date), unless the Consultant completes the required services prior to the Expiration Date. Any extension of the terms of the Agreement must be agreed to in writing by both parties.

Either party may by written notice via certified mail, postage prepaid and addressed to the other party at their location provided in Section XI, terminate this Agreement in whole or part, with or without cause or for failure of Consultant to perform in a timely manner any of its obligations hereunder. Termination of this Agreement shall be as of the date that such notice is received by the notified party unless otherwise specified in the notice. Upon receipt of such notice by the Consultant from the City, Consultant shall:

- A. Immediately discontinue the performance of any further services (unless the notice directs otherwise).
- B. Deliver all data, drawings, specifications, reports, estimates, summaries and other information and material as may have been prepared or developed by the Consultant, whether completed or in progress, to the City.
- C. If the termination is for the convenience of the City, Consultant shall submit a final invoice within thirty (30) days of termination. The City shall pay the Consultant costs incurred up to the effective date of termination. The Consultant shall deliver or otherwise make available to the City all Deliverables up to the date of termination.

- D. The right of termination by the City provided for under this Section is in addition to, and not in lieu of, any other rights and remedies provided by law or under other sections of this Agreement.

V. CHANGES TO SCOPE OF SERVICES

- A. The City may at any time, by written order, make changes within the Statement of Work and the Deliverables contained therein. If such changes cause an increase or decrease in Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement modified in writing accordingly. Any claim of Consultant under this clause must be asserted in writing within thirty (30) days from the date of receipt of written notification of change by Consultant unless the City grants, in writing, a further period of time prior to the date of final payment under this Agreement.
- B. Services due to a change in scope for which additional compensation will be charged by Consultant shall not be furnished without the prior written authorization by the City.

VI. INSPECTION OF SERVICES AND ACCEPTANCE

- A. The City reserves the right to inspect each and every part of the services provided by Consultant under this Agreement, as it may see fit.
- B. If Consultant does not accomplish the Deliverables denoted within Exhibit "A" in a timely manner, or in a manner acceptable to the City, Consultant will be notified in writing that its performance is unsatisfactory and in breach of this Agreement. Consultant agrees to remedy its unsatisfactory performance within five (5) calendar days of receipt of written notice thereof, or to commence such a remedy and to complete it within a reasonable time (not to exceed 15 calendar days). Failure to remedy the breach as provided herein shall entitle the City to terminate this Agreement for cause pursuant to Section IV. The City shall not be obligated to make any inspections, and the failure to make such an inspection shall not relieve the Consultant of its responsibility for performing the services in accordance with the terms of this Agreement.

VII. COMPENSATION

- A. For the services provided under this Agreement, the City agrees to compensate Consultant upon the basis of the completion of certain services as more specifically set forth in Exhibit "C", Payment Schedule, in the amount not to exceed of Twenty Six Thousand Nine Hundred dollars and no cents (\$26,900.00), unless as specified in Section V.
- B. Consultant shall submit an invoice for payment of the services rendered for the designated incremental periods wherein certain Deliverables of the Statement of Work are completed. At minimum, the invoice shall specify the date of the invoice, Consultant's invoice number, the reimbursable cost being invoiced, specification of the Deliverables, invoice total, year-to-date invoice/payment history, and the total amount due as of the invoice date. Invoices shall be submitted in the increments specified in Exhibit "C".

- C. Each invoice shall be signed and certified by the designated Project Manager in the following manner:

I certify under penalty of perjury that the above invoice is just and correct, and that payment has not been received.

- D. The Consultant shall notify the City in advance and obtain written approval before incurring any additional costs not provided for in this Agreement.

VII. SUBCONTRACTS

Provided prior approval has been given by the City, Consultant may retain various subcontractors to assist in the performance of the Statement of Work and Deliverables set forth in Exhibit "A." The compensation to be paid to a retained subcontractor shall be the responsibility of Consultant and shall not entitle the payment of any additional compensation under this Agreement. The subcontractors performance of the Statement of Work and Deliverables shall be subject to the same right of review and approval by the City as set forth in Section VI.

VIII. PAYMENT OF TAXES

The Consultant shall pay all taxes, duties, levies and assessments applicable to and assessable against any equipment, materials and services, incidental to or involved in this Agreement including but is not limited to, retail sales and use, transportation, export, import, business, and special taxes. Consultant is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The fixed fee established in this Agreement includes compensation for any taxes Consultant is required to pay by the laws and regulations in effect on the effective date of this Agreement. Consultant shall maintain auditable records subject to the City's review confirming that tax payments are current at that time.

IX. DISPUTES

- A. If the City and Consultant cannot agree as to the quality or acceptability of the services performed hereunder, or whether there is a change in the services and/or the compensation required under this Agreement, the City or Consultant may promptly give to the other a written notice thereof. A written response shall be given within ten (10) days thereafter. The City and Consultant shall prepare a memorandum which supports their positions and file the same with the City Council.
- B. Consultant's memorandum shall include any possible claims against the City, including the amount of compensation requested. Thereafter, the City Council shall, with reasonable diligence, determine the quality or acceptability of the services or whether a change in the services is required, and/or the compensation payable to Consultant. Such determination by the City Council shall be binding upon the parties.

X. CONFLICTS OF INTEREST

No board member, officer of the City or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested provisions of this Agreement, shall be permitted to financially or professionally benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

Consultant agrees that no officer or employee of Consultant may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

XI. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or Consultant as follows:

CITY: Mr. Orlando Sanchez, Director
Neighborhood Services Department
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

Consultant Mr. Michael Brown, Partner
Burlington Associates in Community Development, LLC
P.O. Box 994
Burlington, VT 05402-0994

XII. DELIVERABLES

- A. The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by Consultant during the performance of services for which it has been compensated shall become the property of the City and shall be delivered to the City's representative upon completion or termination of this Agreement, whichever occurs first.
- B. All Deliverables prepared by Consultant shall be reviewed and approved by the City as to compliance with the requirements of this Agreement. The City's approval of a Deliverable shall not be unreasonably withheld.
- C. The City's review and tentative acceptance of a Deliverable shall be solely for the purpose of determining compliance with requirements hereof and not for format or style or for the incorporation of additional ideas and functionality. Tentative

acceptance shall be granted if the Deliverable conforms in all material respects to the descriptions set forth in Exhibit "B", Implementation Schedule, and this Agreement. In the event of the rejection of a Deliverable, the City shall identify in reasonable detail, with specific references to the requirements of this Agreement, all deficiencies which require corrective actions or changes to be made by the Consultant in order to make the Deliverable conform to the requirements of this Agreement.

XIII. OWNERSHIP OF MATERIAL AND DOCUMENTS

All final reports and other materials prepared by Consultant for the City and paid for by the City shall be the property of the City. However, all work papers and other source materials shall be the property of Consultant. Consultant shall deliver such materials to the City in accordance with the terms and conditions of this Agreement. The City shall not, without Consultant's written consent, associate Consultant's names with the report/product, if a subsequent change is made in such report/product after submission to the City.

XIV. INDEMNIFICATION

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

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

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

XV. LIABILITY INSURANCE

A. **Type and Amount of Insurance.** For the term of this Agreement or longer if specified herein, Consultant at its sole cost and expense shall obtain and maintain the following coverages of insurance:

1. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
2. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by Consultant (owned or hired) in the performance of the services under this Agreement.
3. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, Consultant shall maintain coverage for one (1) year following the completion of this Agreement.

The insurance coverages required under this Section are in addition to, and not in lieu of, Consultant's indemnification obligation provided under Section XIV. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

B. **Certificates of Insurance.** Prior to the commencement of its performance under this Agreement, Consultant shall have on file with the City current certificates of insurance evidencing the coverages required herein.

1. Consultant shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare Consultant in default of its obligation under this Section.
2. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

- C. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Consultant, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).
- D. Lapse of Insurance. If Consultant fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. Consultant is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.
- E. Primary Coverage. Consultant's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of Consultant and shall not contribute with it.
- F. Notice of Cancellation. Each insurance policy supplied by Consultant must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

XVI. WARRANTY

Consultant warrants that all services shall be in accordance with this Agreement, and it is experienced and competent to perform the Statement of Work (Exhibit "A") and Deliverables contained within this Agreement. In the event of breach of this warranty, Consultant shall take the necessary actions to correct the breach at Consultant's sole expense. These actions shall be carried out in the most expeditious manner as permitted by existing circumstances. If Consultant does not promptly take steps to correct the breach upon notification thereof by the City, the City, without waiving any other rights or remedies it may have at law, may take steps to correct the breach. Consultant shall promptly reimburse the City for all expenses and costs incurred in connection therewith.

XVII. RECORD RETENTION AND INSPECTION

Consultant agrees that the City or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records and proprietary data created or maintained by Consultant for this Agreement.

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

XVIII RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten (10) years, except those records subject to audit findings shall be retained for three years after the period of affordability. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

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

XIV. MISCELLANEOUS

1. Waiver. Any waiver of a breach of this Agreement by a party, whether express or implied, shall not constitute a waiver of any other or subsequent breach.

2. Attorney Fees. In the event of any litigation in any way arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation subject to the fiscal funding out clause.

3. Applicable Law. Consultant agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Nevada.

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

5. Meaning of Article and Section Headings. The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

6. Confidentiality of Reports. Subject to NRS Chapter 239 Open Records Law, Consultant shall keep confidential all reports, information and data given to, prepared or assembled by Consultant pursuant to Consultant's performance hereunder and to the extent the City may designate such information and data as confidential. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City first obtained.

7. Release of News Information. No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of both parties.

8. Severability. A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

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

10. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment "I", all principals, including, partners of Subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such changes.

11. Revisions to Scope of Services. Changes in the Scope of Services as outlined herein must be made by written amendment to this Agreement and approved by the Consultant and the Mayor if funding amounts over \$24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Department Director is authorized to sign amendments which revise the Agreement language without any funding impact.

12. Entire Agreement. This Agreement and any exhibits or documents incorporated herein by reference, constitutes the complete and entire Agreement

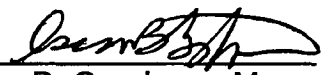
between the parties and shall also include those provisions and revisions set forth and agreed to in discussion.

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

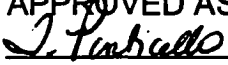
ATTEST:


Barbara Jo Ronemus, City Clerk

CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

 6/21/05
Date

Approved by City Council
April 20, 2005

Burlington Associates in Community Development, LLC

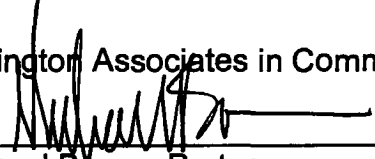

Michael Brown, Partner

EXHIBIT "A"
STATEMENT OF WORK

Phase 1 – Introduce CLT concept and build support: 3 days

- Prepare for and travel to Las Vegas to assist Neighborhood Services department in April 20, 2005 presentation to Mayor and City Council to secure approval to proceed with creating a Las Vegas CLT.

Phase 2 – Feasibility and Planning: 4 days

- Assist Neighborhood Services staff in introducing CLT concept and building support, by making presentations to explain CLT model to assembled groups and constituencies.
- Assist Neighborhood Services staff in assessing organizational relationships and structural options for establishing CLT activity in the city.
- Assist in identifying the implications of state and local policies that impact implementation of CLT activities in Las Vegas.
- Assist Neighborhood Services staff in making final determination of feasibility of Las Vegas CLT.
- If deemed feasible, assist in formation of steering committee to guide formation of Las Vegas CLT

Phase 3 – Develop and Establish Community Land Trust: 18 days

A. Assist in Developing Basic CLT Structure – 5 days

- Continue to introduce basic CLT structure, as needed, to build a broader base of support throughout city.
- Assist steering committee to determine the most appropriate organizational structure for developing a CLT program, either by grafting the CLT onto an existing nonprofit housing organization or by incorporating a new community land trust.
- Assist in establishing determined structure. If a separate CLT is to be established, assist with incorporation, bylaws, and tax-exempt status.

B. Assist in Building CLT Organizational Capacity - 5 days

- Provide training to CLT steering committee – and to initial Board of Directors – to assure strong, informed organizational governance.
- Assist with development of preliminary business plan for Las Vegas CLT, to identify organizational operation plan and budget, as well as funding and sustainability plan.

C. Develop Homeownership Program – 8 days

- Assist in developing a CLT ground lease, including resale formula.
- Assist in arranging for CLT homebuyer mortgage financing.
- Assist in developing marketing strategies as well as orientation materials and plans for prospective CLT homebuyers.
- Assist in determining role CLT will play in development of housing units and assist in building partnerships with builders and developers, as needed.

EXHIBIT "B"
IMPLEMENTATION SCHEDULE

<i>Phase 1 – Introduce CLT concept and build support:</i>	Complete
<i>Phase 2 – Feasibility and Planning: <u>4 days</u></i>	June 2005
<i>Phase 3 – Develop and Establish Community Land Trust:</i>	
<i>Phase 3A-Assist in Developing Basic CLT Structure – <u>5 days</u></i>	July 2005
<i>Phase 3B-Assist in Building CLT Organizational Capacity - <u>5 days</u></i>	August 2005
<i>Phase 3C- Develop Homeownership Program – <u>8 days</u></i>	Sept. 2005

EXHIBIT "C"
PAYMENT SCHEDULE

<i>Phase 1 – Introduce CLT concept and build support:</i>	\$1,980.00
<i>Phase 2 – Feasibility and Planning:</i>	\$3,200.00
<i>Phase 3 – Develop and Establish Community Land Trust:</i>	
<i>Phase 3A-Assist in Developing Basic CLT Structure</i>	\$4,000.00
<i>Phase 3B-Assist in Building CLT Organizational Capacity</i>	\$4,000.00
<i>Phase 3C- Develop Homeownership Program</i>	\$6,400.00
<i>Total Travel Expenses</i>	\$7,239.75
<i>Consultant's Reimbursable Direct Costs</i>	<u>\$80.25</u>
<i>Total Payments</i>	<i>\$26,900.00</i>

Attachment "I"
DISCLOSURE OF PRINCIPALS

The principals and partners of Burlington Associates in Community Development and all persons and entities holding more than 1% interest in Burlington Associates in Community Development or any principal of any entity holding more than 1% interest in Burlington Associates in Community Development are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

Burlington Associates in Community Development

By: _____
Its: _____

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

Notary Public

DISCLOSURE OF PRINCIPALS

The principals and partners of Burlington Associates in Community Development, LLC and all persons and entities holding more than 1% interest in Burlington Associates in Community Development, LLC or any principal of any entity holding more than 1% interest in Burlington Associates in Community Development, LLC are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>MICHAEL BROWN</u>	<u>13846 COUNTY ROAD 51 ST. JOSEPH MN 56374</u>	<u>320.363.0912</u>
2. <u>JOHN DAVIS</u>	<u>P.O. BOX 994 BURLINGTON VT 05402</u>	<u>802.651.0730</u>
3. <u>PICK JACOBUS</u>	<u>938 CHESTNUT STREET OAKLAND CA 94610</u>	<u>510.633.2995</u>
4. <u>JANE KNOELL</u>	<u>10 CHARLES STREET BURLINGTON VT 05402</u>	<u>802.262.2469</u>
5. <u>TIM MCKENZIE</u>	<u>1023 N. MISSOURI AVE PORTLAND OR 97217</u>	<u>503.295.2368</u>
6. <u>MICHAEL MONTE</u>	<u>115 CHARLOTTE ST. BURLINGTON VT 05402</u>	<u>802.863.3033</u>
7. <u>MARY O'HARA</u>	<u>207 METROPOLITAN AVE BOSTON MA 02131</u>	<u>617.325.6094</u>
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

Burlington Associates in Community Development, LLC

By: MICHAEL BROWN

Its: PARTNER

Subscribed and sworn to before me this
22nd day of August, 2005.

Janice E. McDonnell
Notary Public

