

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Wing and Lilly Fong Elementary School**

THIS AGREEMENT, made and entered into this 24th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Wing and Lilly Fong Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2200 James Bilbray Drive, Las Vegas, NV 89108**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as Parent Resource Center, Health and Safety Awareness, After School Tutoring and Second Cup of Coffee that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$8,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Parent Resource Center – Create a parent resource center on the school's campus to provide support to families in need
- Health and Safety Awareness – Host school basketball and soccer leagues to promote fitness and healthy lifestyles
- After School Tutoring – Provide after school tutoring for students
- Second Cup of Coffee – Host workshops and roundtable discussions to gain parent involvement and support

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Carey Roybal-Benson, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2200 James Bilbray Drive, Las Vegas, NV 89108.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

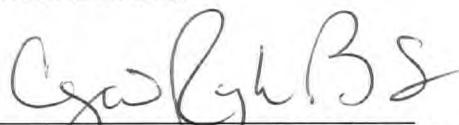
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

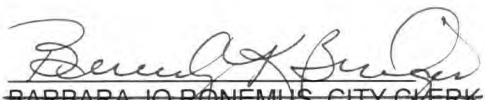
CITY OF LAS VEGAS


Stephen Harsin, Director

**Wing and Lilly Fong Elementary School,
"SUBRECIPIENT"**


Carey Roybal-Benson, SCHOOL PROJECT LEADER

ATTEST:


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

ATTEST:

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. Ponticello 10/17/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed? The school will continue to work with current programs in place to sustain parental support.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

			Total	2000.00

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

M. How will your school sustain this parent involvement after the project has been completed? The school will continue to work with current programs in place to sustain parental support.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total				2000.00

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Tutoring	6	30	30	180

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Exhibit “B”



City of Las Vegas

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

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This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
James Bilbray Elementary School**

THIS AGREEMENT, made and entered into this 19th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **James Bilbray Elementary School**, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **9370 Brent Lane, Las Vegas, NV 89143**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Smart Start Literacy Training for Parents, Literacy Night, Sight Word Soldiers and Nevada Reading Week Incentives** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$3,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Smart Start Literacy Training for Parents – Host training for parents to help them prepare their children for kindergarten
- Literacy Night – Host a family event to promote reading at home
- Sight Word Soldiers – Create a reading incentive program for students facilitated by volunteer parents
- Nevada Reading Week Incentives – Host activities for Nevada Reading Week facilitated by volunteer parents and school staff

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Gayle Jefferson, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
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4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
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IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 9370 Brent Lane, Las Vegas, NV 89143.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

James Bilbray Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Gayle Jefferson, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: V. Pincello 10/17/06

Exhibit “A”

- M.** How will your school sustain this parent involvement after the project has been completed? This program will continue each year as students master Sight Words at each level.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Level 1 Dog Tag	1000	\$.11	Student earned dog tag as a reward for mastering Level 1 Sight Words	\$110.00
Level 2 Dog Tag	1000	\$.11	Student earned dog tag as a reward for mastering Level 2 Sight Words	\$110.00
Level 3 Dog Tag	1000	\$.11	Student earned dog tag as a reward for mastering Level 3 Sight Words	\$110.00
Level 4 Dog Tag	1000	\$.11	Student earned dog tag as a reward for mastering Level 4 Sight Words	\$110.00
Level 5 Dog Tag	1000	\$.11	Student earned dog tag as a reward for mastering Level 5 Sight Words	\$110.00
Level 6 Dog Tag	1000	\$.11	Student earned dog tag as a reward for mastering Level 6 Sight Words	\$110.00
Level 7 Dog Tag	1000	\$.11	Student earned dog tag as a reward for mastering Level 7 Sight Words	\$110.00
24" beaded neck chain	1000	\$.24	Beaded neck chains display the earned dog tags around the neck of each student	\$240.00

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

M. How will your school sustain this parent involvement after the project has been completed? Parents will be encouraged continue to be parent readers after the actual event is held as well as parent volunteers in the classroom in other capacities.

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

M. How will your school sustain this parent involvement after the project has been completed? Because this will be an evening event, we hope to get parents involved who may not normally get the opportunity to participate in school functions. This will encourage them to participate in future events at the school.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

L. How will this project increase parent participation in your school? After parents go through the initial training, they will be invited into the kindergarten classrooms to continue to use these skills with other children in our school.

M. How will your school sustain this parent involvement after the project has been completed? We are committed to continuing to inform parents about the importance of early literacy skills. We will provided additional training to parents as needed throughout the school year.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Lace a letter activity cards	10	\$10.00	Promote awareness of letter shapes and fine motor skills	\$100.00
ABC Journals	50	\$2.90	Promote writing and drawing as a way to communicate our thoughts or a story	\$145.00
Nursery Rhymes CD	50	\$17.50	Introduce sounds and rhyme to young children	\$875.00
Plastic Book Bags	50	\$.60	Container to display/hold the materials given to parents during the training	\$30.00
Alphabet Puzzle Cards	50	\$7.00	Promote alphabet recognition, fine motor skills, and spatial sense	\$350.00
Level A Leveled Readers	100	\$5.00	Books suitable for children learning basic reading/alphabet skills	\$500.00

Exhibit “B”



City of Las Vegas

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

--

Describe your project and its accomplishments:_____

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Kay Carl Elementary School**

THIS AGREEMENT, made and entered into this 19th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Kay Carl Elementary School**, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **5625 Corbett Street, Las Vegas, NV 89130**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Adult and Peer Tutoring, 2007 Spring Music Festival and Reading Round-up** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$6,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Adult and Peer Tutoring – Offer tutoring to struggling students facilitated by volunteer parents and school staff
- 2007 Spring Music Festival - Offer an after school music program to students facilitated by volunteer parents and school staff
- Reading Round-up – Host a family event for Nevada Reading Week

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Brenda Swann, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **5625 Corbett Street, Las Vegas, NV 89130.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Kay Carl Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Brenda Swann, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. Pombello 10/18/06

Exhibit “A”

L. How will this project increase parent participation in your school? By offering explicit training for the parents and a purpose. The parents will be able to assist their own children as well as the community at Kay Carl Elementary. The parents will be able to assist their own children as well as the community of struggling students at Kay Carl Elementary.

M. How will your school sustain this parent involvement after the project has been completed? This grant money will provide all of the materials and support that our school will be able to sustain future year long tutoring sessions.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Buddy Pack	80	65.00 per (12)	Bags to hold supplies for tutee's	455.00
Pocket folders	200	10.00	Folders to hold accountability reports for each student and poem books	200.00
Card Stock	5 reams	10.00	Copy accountability reports for each student	50.00
Copy Paper	1 case	25.00	Copying tutee's materials	25.00
Dry Erase Markers	163	1.50	Whiteboard letter and word work	244.50
Mens Socks	100	1.50	Whiteboard erasers	150.00
First Grade Peer-Assisted Literacy Strategies 5DT34825 Page 12	1	69.95	Peer- Assisted Literacy Strategies instuctions and activity manuel	69.95
The Six-Minute Solution 5DT60062 Page 15	1	73.49	160 informational passages to improve fluency in grades 3-5	73.49
Teacher-Directed PALS	1	99.95	Training manuals for parent and peer tutors	99.95

(Paths to Achieving Literacy Success				
Oriental Trading Prizes	1200	.25	Incentives for the tutees	300.00
The Multiple Meaning Vocabulary Program	1	19.50	Teacher Set, Level 1	19.50
The Multiple Meaning Vocabulary Program	1	19.50	Teacher Set, Level 2	19.50
The Multiple Meaning Vocabulary Program	2	56.00	Student Workbooks, Level 1 (Set of 10)	112.00
The Multiple Meaning Vocabulary Program	2	56.00	Student Workbooks, Level 2 (Set of 10)	112.00
The Multiple Meaning Vocabulary Program	1	15.95	Reproducibles, Level 1	15.95
The Multiple Meaning Vocabulary Program	1	15.95	Reproducibles, Level 2	15.95
Collaborative Strategic Reading	1	29.95	Strategies for Improving Comprehension, Grades 3-5	29.95

- M.** How will your school sustain this parent involvement after the project has been completed? Relationships are bridged with the community through service and this will be a bridge that parents will be more comfortable volunteering again down the road in future productions.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Lummi Sticks	2 Sets	9.95	Used in the rhythm dance	19.90
Hoop Scarf Streamers	4 Sets	25.00	Used in the rhythm dance	100.00
54" Scarves	24	110.00	Used in the rhythm dance	110.00
Blue Scarf Canopies	2	15.00	Used in the rhythm dance	30.00
Stretchy Bands	8 yards	10.00 per yard	Used in the rhythm dance	80.00
Diatonic Boomwhackers	6 Sets	17.50	Making music	105.00
Bass Diatonic Boomwhackers	1 Set	39.50	Making music	39.50
Translucent Blue Yamaha Recorders	12	57.00	Making music	57.00
Mime Masks	12	12.00	Movement and dance	12.00
Super Shape Changers	2 XL	21.95	Movement and dance	43.90
Super Shape Changers	2 L	19.95	Movement and dance	39.90
Super Shape Changers	4 M	17.95	Movement and dance	71.80
Super Shape Changers	8 S	14.95	Movement and dance	119.60
Nylon Bean Bags	6 Sets	6.95	Movement and dance	27.80
Ultralight Inflatable Toss Balls	3 Units	3.95	Movement and dance	11.85
Large Canvases	3	120.00	Scenery	360.00

Brushes	20	10.00	Scenery	200.00
Paint/ Acrylics	20	10.00	Scenery	200.00
Art Prints	5	40.00	Inspiration	200.00
Total				1,828.25

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
2007 Spring Music Festival	20	80	1	1600

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Hamburgers	250	.50	Western B-B-Q	125.00
Hamburger buns	20 (12) Packages	2.00	Buns for the hamburgers	40.00
Hotdogs	13 (12) Packages	3.00	Western B-B-Q	39.00
Hotdog buns	13 (12) Packages	2.00	Buns for the hotdogs	26.00
Water bottles	1000	.33	Drinks for the event	350.00
Ketchup Packs	600	.08	For the hamburgers/ hotdogs	48.00
Mustard Packs	600	.08	For the hamburgers/ hotdogs	48.00
White Sheet Cakes	5 cases	20.00	Dessert	100.00
Apple Pie Filling	20 1/2 Gallon Cans	6.00	Topping for the cobbler	120.00
Plates	400	.12	Plates for the B-B-Q	48.00
Spoons	400	.10	Spoons for the cobbler	40.00
Books	200	2.95	Prizes for the evening	590.00
Belt Buckles	9	45.00	Prizes for the top readers and Poetry contest winners	405.00

Total	1979.00
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O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

Exhibit “B”

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Describe your project and its accomplishments:_____

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Halle Hewetson Elementary School**

THIS AGREEMENT, made and entered into this 19 day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Halle Hewetson Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **701 N. 20th Street, Las Vegas, NV 89101**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Soccer Tournament, Computer Training, English Classes – Communication and UNLV Science Fair** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$7,375.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Soccer Tournament – Participate in a multi-school soccer league using parents as volunteer coaches and referees
- Computer Training – Host computer training workshops for parents
- English Classes – Communication – Host workshops to help parents improve their English language skills
- UNLV Science Fair - Host a workshop in conjunction with UNLV to help parents and students create science projects and displays

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Fernando Prieto, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 701 N. 20th Street, Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

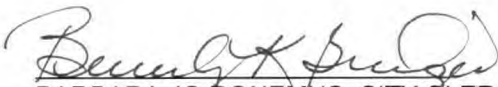
Halle Hewetson Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director

 10/19/06
Fernando Prieto, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM:  10/18/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed? Soccer could be part of regular practice during our Physical Education classes.

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

[illegible]

			Total	\$2,000

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

Total ~~2,000.00~~

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

\$ 1,500.00

28

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Orientation	20	1	1	20
Project development	20	1	4	80
Teachers	3	2	5	30

Exhibit “B”



City of Las Vegas

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

--

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Lois Craig Elementary School**

THIS AGREEMENT, made and entered into this 19th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Lois Craig Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2637 E. Gowan Road, North Las Vegas, NV 89030**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Heading Towards Our Goal Drug Free Soccer, Academic Club and Fitness Lions** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$4,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Heading Towards Our Goal Drug Free Soccer – Participate in a multi-school soccer league using parent as volunteer coaches and referees
- Academic Club – Provide homework assistance and tutoring for students using volunteer parents and school staff
- Fitness Lions – Host activities to promote physical fitness to parents and students

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Robert Pratus, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2637 E. Gowan Road, North Las Vegas, NV 89030.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

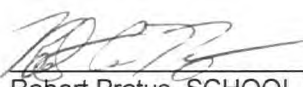
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Lois Craig Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director

 *October 19, 2006*
Robert Pratus, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION:

October 18, 2006

APPROVED AS TO FORM:

V. Pinketts

10/17/06

Exhibit “A”

L. How will this project increase parent participation in your school? It is our hope that parents will want to watch their students excel in sports by being involved in our soccer program. Parents will not only be encouraged to attend practice, but also assist coaching and be referees for games.

M. How will your school sustain this parent involvement after the project has been completed? With the growing connection between parents and faculty we hope the channel, once created will remain open and bring more parents in to begin a PTA, PTO or another Parent Organization

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total	\$2000
-------	--------

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

8

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

fitness levels. Also students will see how their own level of fitness improves by actively participating in daily physical activity.

L. How will this project increase parent participation in your school? Parent participation will increase by inviting them onto campus to watch their child's performance during testing. The parents will be welcome to come back and watch their child re-test later in the year. By being exposed to the testing, the parents may develop an interest in increasing their own fitness.

M. How will your school sustain this parent involvement after the project has been completed? Parents will be encouraged to participate in data collection for further fitness activities, and asked to assist in distributing progress reports.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Pedometers	55	\$19.95	Help students count steps throughout the daily PE program	\$1100
Rainbow Unpredictaball	2 sets of 6	\$29.95	Develop Quick reactions	\$60
Speed Ladder	1	\$79.95	Develop Agility	\$80
Fit Spots	2 Sets of 10	\$40	Fitness Spots for Stations	\$80
Athletic Field Striper	1	\$90	Mark lines on field for testing	\$90
Case of Paint	1	\$130	Paint for ground	\$130
Stereo	1	\$430	Playing fitnessgram CD	\$430
Net for basketball hoop	3	\$10	Nets for basketball hoops	\$30

Exhibit “B”



School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Tom Williams Elementary School**

THIS AGREEMENT, made and entered into this 19th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Tom Williams Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3000 Tonopah Ave, North Las Vegas, NV 89030**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded program known as Drug Free Soccer that provides activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$2,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Drug Free Soccer – Participate in a multi-school soccer league using parents as volunteer coaches and referees

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Devon Ramos, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.

- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3000 Tonopah Avenue, North Las Vegas, NV 89030.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

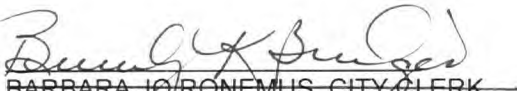

Stephen Harsin, Director

Tom Williams Elementary School, "SUBRECIPIENT"

 10/19/06
Devon Ramos, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: V. Penticello 10/17/06

Exhibit “A”

K. Explain the school, student or family need this project will address: Due to the overall low income average of our school demographics, our students and parents get few opportunities to participate in organized team sports. It allows to families to demonstrate support for their child and for the school while also encourage school pride. In addition, the families and students get a chance to interact with other schools in the area.

L. How will this project increase parent participation in your school? Soccer is a popular sport with our families and students and many of them have the desire to get involved with the coaching aspect. We hope that the parents will then begin to feel more comfortable to enter the classroom and volunteer their time in an academic setting as well. In addition, soccer will provide opportunities for teachers and parents to form a relationship outside the classroom. This may allow the parents to feel more comfortable to enter the classroom.

M. How will your school sustain this parent involvement after the project has been completed? Families will be personally invited to attend other school functions. We will also use sport activities as academic rewards for the students and their families will be invited to participate or watch the activity. This will assist in create a relationship between families and teachers.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
School bus	3	\$110	Transportation to games	\$330
T-shirts	50	\$6	Soccer shirts	\$300
# for back of shirt	50	\$2	Screening child's number on soccer shirt	\$100
shinguards	45	\$6	Shinguards to protect shins	\$276
snacks/pizza party	1	\$100	End of the season party	\$100
Balls	4	\$16	Soccer balls for games	\$64
Socks	45	\$6.50	Socks for soccer	\$290
Shorts	45	\$12	Soccer shorts for games	\$540

Total	\$2,000
-------	---------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Referees	2	2	7	28
Health Instruction	1	.5	24	12
Coaches/practice	6	1	25	150
Games	4	2	7	56
Aide/Volunteer	2	2	7	28
Planning	2	1	7	14

Exhibit “B”

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
C.P. Squires Elementary School**

THIS AGREEMENT, made and entered into this 20th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and C.P. Squires Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1312 Tonopah Avenue, North Las Vegas, NV 89030**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Heading Towards our Goal - Soccer, Tiger Time Tutoring, Learning Cottage, Tiger Tales and Traveling Tigers** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$7,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Heading Toward our Goal – Soccer – Participating in a multi-school soccer league using parents as volunteer coaches and referees
- Tiger Time Tutoring – Provide after school homework assistance for students facilitated by volunteer parents and school staff
- Learning Cottage – Provide training workshops for parents on a variety of topics
- Tiger Tales – Create bulletin board displays, posters and flyers to promote parent involvement in school activities
- Traveling Tigers – Host a walking club before school for parents and students

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Richard Purdy, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

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"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

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"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

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Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

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At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

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If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

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The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

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The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

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Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

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A. AMENDMENT OR REVISION REQUIRED BY CITY

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If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 1312 Tonopah Avenue, North Las Vegas, NV 89030.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

CITY OF LAS VEGAS

C.P. Squires Elementary School, "SUBRECIPIENT"


Stephen Halsin, Director

 10/20/06
Richard Purdy, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. Pincello 10/19/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed? Parents will be encouraged to volunteer at various events throughout the school year, and actively join PTA.

Itemized list of supplies to be purchased (attach additional sheets as needed):

7

K. Explain the school, student or family need this project will address: The project provides morning supervision to students who arrive early at school. This recreational fitness activity provides supervision creating a safe environment before the start to the school day. Participation increases fitness knowledge in both students and family and provides a program that actively works to prevent childhood obesity.

L. How will this project increase parent participation in your school? Parents will be allowed and encouraged to participate daily in the Traveling Tigers morning fitness program.

M. How will your school sustain this parent involvement after the project has been completed? Parents involved in the program will become more familiar with the daily operations and goals for the school. They will be encouraged to volunteer at other school sponsored activities.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per Item	Purpose	Total Cost
Various Prizes	500	\$5.00	Playground balls, sweatbands, or wristbands, etc. to be used for incentive prizes for achieving milage goals in program	\$1000.00

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

Total				\$1000.00

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

language barriers parents are often unable to help their children with homework assignments.

L. How will this project increase parent participation in your school? Parents will be required to pick up their child from the program daily, staff will use this to meet and interact with parents to build a relationship. They will then be invited and encouraged to volunteer in the Tiger Time tutoring program or other events held throughout the year, or join and attend monthly PTA meetings .

M. How will your school sustain this parent involvement after the project has been completed? Parents involved in the program will become more familiar with the daily operations and goals for the school. They will be encouraged to volunteer at other school sponsored activities.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
t-shirts	250	\$4.00	T-shirts for student participants and parent volunteers in the Tiger Time tutoring program	\$1,000.00
Transportation	2	\$110	Bus to completion party	\$220.00
Pizza	40	\$5.00	Pizza for completion party	\$200.00
Party	116	\$5.00	Admission to Crystal Palace for rollerskating completion party	\$580.00

K. Explain the school, student or family need this project will address: Often parents in low-income situations do not have the resources or knowledge to assist their children with academics. This further compounded by language barriers that impede parents' ability to understand and implement healthy practices.

L. How will this project increase parent participation in your school? Parents will be encouraged to participate in these trainings. Incentives and a bilingual instructor will facilitate this. Once parents become comfortable in the school environment, they will more likely participate in our school community.

M. How will your school sustain this parent involvement after the project has been completed? The project will become part of the School Improvement Plan. It will be sustained through a program that will be developed to address parent involvement.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Books	100	\$5.00	To provide parents with information	\$500.00
Refreshments	TBD	TBD	to provide refreshments to parents who attend	\$200.00
Science items	TBD	TBD	Resources needed to conduct trainings to meet science benchmarks and given to parents to use for ongoing child development	\$300.00
Math Items	TBD	TBD	Resources needed to conduct trainings to meet math benchmarks and given to parents to use for ongoing child development.	\$400.00
Literacy Items	TBD	TBD	Resources needed to conduct trainings to meet Literacy benchmarks and given to parents to use for ongoing child development. Such as craft items	\$400.00
Door Prizes	50	\$4.00	Prizes to be given to encourage attendance.	\$200.00

Total	\$2,000.00
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O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Staff planning and preperation	2	1	16	32

Exhibit “B”



City of Las Vegas

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

--

Name of School: _____

Start Date: _____ End Date: _____

Person Preparing Report: _____

Phone number: _____

Number of participating staff: _____

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
William Ferron Elementary School**

THIS AGREEMENT, made and entered into this 19th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **William Ferron Elementary School**, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **4200 Mountain Vista Street, Las Vegas, NV 89121**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Family Day Fitness, Communication Time, Book and a Movie, and Parents As Academic Leaders** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$6,800.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Family Day Fitness – Host a day of fitness activities and a school picnic to promote fitness and health
- Communication Time – Use newsletters, parent resource books and student progress reports to improve communication between parents and school staff
- Book and a Movie – Host monthly movie nights and provide parents with activity books to help parents work with their students to analyze the movie at home
- Parents As Academic Leaders – Host meeting with school parents and staff to plan school activities

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Carla Quinonez, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

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If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 4200 Mountain Vista Street, Las Vegas, NV 89121.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

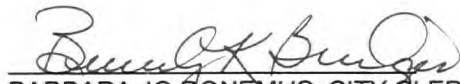
William Ferron Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Carla Quinonez, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. P. [Signature] 10/18/06

Exhibit “A”

K. Explain the school, student or family need this project will address: Families need to feel that the school is communicating with them constantly. This will be done by creating a monthly newsletter, bi-weekly progress reports, and a parent resource books designed to increase student achievement and create a partnership with families.

L. How will this project increase parent participation in your school? Families will become aware of all the resources that are available to assist them with their child's academic success.

M. How will your school sustain this parent involvement after the project has been completed? The PTA will assist with part of the funding to support monihy newsletters, progress reports, and creating parent resource books.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
OfficeMax White Copy Paper	20 boxes	25.99	newsletters, progress reports, and parent resource books	519.98
Pendaflex Colored File Folders	8 packs	11.99	to make parent resource books	95.92
Max USA Flat Clinch Heavy-Duty Electronic Stapler	2	299.99	staple parent resource books	599.98
Max USA Flat Clinch Heavy-Duty Electronic Stapler Cartridge	10	15.99	Staples need for the stapplers	159.99
Avery Clear Jam-Free Laser Shipping	4	42.99	mail out invites and labels for parent resource book	171.96

the need to eat healthy and exercise. Parents will have the opportunity to participate in a variety of activities to implement in their daily lives to stay fit.

L. How will this project increase parent participation in your school? This project will increase parent participation by encouraging families to come to other school related activities through out the school year.

M. How will your school sustain this parent involvement after the project has been completed? One alternative could be to organize two trips through out the year and have families car pool, split the cost between families, and have a healthy pot luck.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Bell Transportation Bus Service	2	56.00 per hour	Family Fitness Hike	448.00
Jason's Deli Boxed Lunch	60	6.29	Family Picnic Lunch	377.00
Park Entrance Valley Of Fire	2	100.00	Family Fitness Hike	200.00
Bell Transportation Bus Service	2	56.00 per hour	Family Fitness Hike	448.00
Jason's Deli Boxed Lunch	60	6.29	Family Picnic Lunch	377.00
Park Entrance to Red Rock	2	50.00	Family Fitness Hike	100.00

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

M. How will your school sustain this parent involvement after the project has been completed? The P.T.A and a team of teachers will write letters to different publishers and Walmart to have the materials donated. Also, the team will write a letter to the local casino and ask for support.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total	1982.80
-------	---------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

that they might want to volunteer in an academic setting. Parents will feel empowered to work with their children and even have a conversation with the parent.

M. How will your school sustain this parent involvement after the project has been completed? These meetings are currently happening but we would like to entice more parents to come and become a part of our learning community. The parents that are currently involved will become our leaders and parent trainers for next year.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Jason's Deli Boxed Breakfast	40	6.25	Welcome Breakfast	250.00
Lakeshore Take-Home Backpacks	2	295.00	Reading Backpacks available in Spanish and English for parents use on a check out basis	590.00
Refreshments	8	30.00	Light Refreshments for each meeting	240.00
Raffle prizes	24	5.00	encourage parents participate in parent connection meetings	120.00
Olive Garden Lunch-in	40	7.95	Thank all parents for participating in workshops	318.00
puzzles	1	199.50	Day care while parents are in Parent Connection Meeting	199.50
Stamps and Ink Pads	1	72.95	Day care while parents are in Parent Connection Meeting	72.95
crayons	2 packs	64.50	Day care while parents are in Parent Connection Meeting	129.00

[illegible]

C. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

Exhibit “B”



School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

This image shows a completely blank white rectangular page. In the upper-left corner, there is a solid black circle, which appears to be a punch hole or a fastener. The rest of the page is empty and contains no text, markings, or illustrations.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Describe your project and its accomplishments:_____

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]



City of Las Vegas PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

--

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Doris French Elementary School**

THIS AGREEMENT, made and entered into this 6th day of November, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Doris French Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3235 E. Hacienda Avenue, Las Vegas, NV 89120**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded program known as After School Space Club that provides activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$2,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- After School Space Club – Host an after school space club facilitated by volunteer parents and staff to encourage students to explore science

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Linnea Westwood, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]



School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Name of School: _____

Start Date: _____ End Date: _____

Person Preparing Report: _____

Phone number: _____

Number of participating staff: _____

Describe your project and its accomplishments:_____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3235 E. Hacienda Avenue, Las Vegas, NV 89120.**

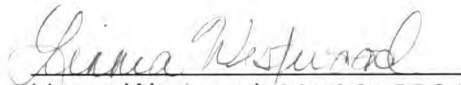
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

CITY OF LAS VEGAS

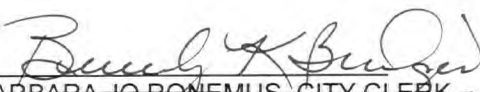
Doris French Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Linnea Westwood, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: V. Pombello 10/18/06

Exhibit “A”

K. Explain the school, student or family need this project will address: The afterschool Space Club will attempt to include parents in the educational process. Parents will be afforded the opportunity to learn with their child at no outside expense.

L. How will this project increase parent participation in your school? Parents will be working closely with Mr. Smith as well as the children to form a home-school connection. Doris French ES feels that offering this type of program will provide an additional opportunity for parents to become involved.

M. How will your school sustain this parent involvement after the project has been completed? Doris French staff will keep the parents involved through other after school activities, such as Telescope night. Parents will be invited to come to school in the evening to view planets and constellations with their child.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
T-shirt	60	\$6.00	Space Club t-shirt so that students can wear during their weekly meetings and field trip. It gives them a cohesive feeling of belonging to a group	\$360.00
Badge	60	\$4.00	Students are awarded a badge for the completion of the Space Club program	\$240.00
Snacks	60		Students are provided with after school snacks for nutritional purposes	\$40.00
Color Print Cartridge	1	\$30.00	This would print out color pictures to help promote the Space Club	\$30.00
Rocket	60	\$6.00	Materials to build the rockets	\$360.00
Engine	60	\$1.50	Engine for the rocket launch	\$90.00
Misc. Rocket supplies	60	\$1.50	Extra supplies necessary to build the launcher	\$90.00
Launch Pad/Launcher	1	\$50.00	Only one pad is necessary to launch each rocket	\$50.00

Model Magic Clay Tub	1	\$20.00	Materials for rocket	\$20.00
Ream of Gray Tag Paper	1	\$10.00	Rocket materials	\$10.00
Black Electric Tape	1	\$10.00	Materials for rocket	\$10.00
Electric Wire connects	1	\$5.00	Rocket materials	\$5.00
White Golf Tees 100 pack	1	\$5.00	Rocket materials	\$5.00
Black Plastic	1	\$50.00	Materials for Planetarium	\$50.00
Tape	1	\$10.00	Materials for planetarium	\$10.00
Fan	1	\$40.00	Materials for Planetarium	\$40.00
Milk	1	\$2.50	Comet materials	\$2.50
Cream	1	\$5.00	Comet materials	\$5.00
Oreo Cookies	1	\$5.00	Comet materials	\$5.00
Peanuts	1	\$3.00	Comet Materials	\$3.00
Coconuts	1	\$2.00	Comet Materials	\$2.00
Pack of Freezer Bags	4	\$10.00	Comet Materials	\$10.00
Ice	5	\$5.00	Comet Materials	\$5.00
Spoons	1	\$3.00	Comet Materials	\$3.00
Tickets	90	\$3.00	Planetarium Night tickets for students and parents	\$270.00
Astronaut Ice Cream	90	\$1.50	Treats for students and parents	\$135.00

Total ~~\$1760.50~~

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Planning and Preparation	2	2	6	24
Space Club Meetings	30	1.5	6	270

N. Project Budget

[illegible]

3. To invite ELL students to join school wide events through the use of Pat Romero to translate all outgoing communication for our bilingual community.

4.

5.

K. Explain the school, student or family need this project will address: This would be utilized by our Bilingual Translator to encourage our ELL population to participate in school wide activities.

L. How will this project increase parent participation in your school? Over 33% of our population is of Hispanic origin. We will be making our Spanish-speaking population feel more comfortable by breaking down the language barriers that currently exist. We hope to increase our family involvement in school activities by targeting our Spanish speaking community.

M. How will your school sustain this parent involvement after the project has been completed? The materials would allow constant family communication year round. If necessary, Doris French ES could use School Generated Funds to purchase additional ink cartridges (supplies).

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Color Ink Cartridges	3	\$150.00	To print in color	\$450
Xerox Printer 8550dp	1	\$1168	To print out communication notices in color to invite parents into our school	\$1168
Xerox Printer Services	1	\$307	Onsite technical support, which is required through district when purchasing	\$307

Total	\$1925.00
-------	-----------

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

22

Exhibit “B”



City of Las Vegas

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
R. Guild Gray Elementary School**

THIS AGREEMENT, made and entered into this 19th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and R. Guild Gray Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2825 S. Torrey Pines Drive, Las Vegas, NV 89146.**

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Gray Founder's Picnic, Movie Night and School Parent Volunteer Dinner** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$6,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Gray Founder's Picnic – Host a picnic to welcome students and parents to school for the fall year and allow parents and school staff to meet face to face
- Movie Night – Host an event at the school where families and school staff can enjoy an evening together
- School Parent Volunteer Dinner – Host a dinner to recognize and show appreciation for parent and school staff volunteers

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Renaye Barnes, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2825 S. Torrey Pines Drive, Las Vegas, NV 89146.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

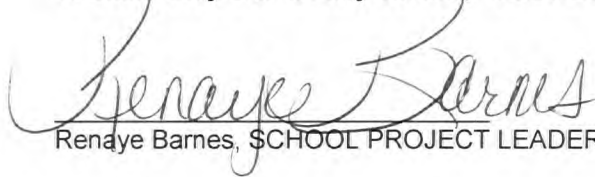
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

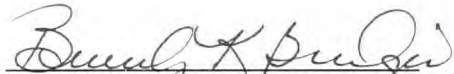

Stephen Harsin, Director

R. Guild Gray Elementary School, "SUBRECIPIENT"

 10/19/04
Renaye Barnes, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2004

APPROVED AS TO FORM:  10/17/04

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Exhibit “B”

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Walter Long Elementary School**

THIS AGREEMENT, made and entered into this 19 day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Walter Long Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2000 S. Walnut Road, Las Vegas, NV 89104**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded program known as **Family Literacy Night** that provides activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based activities to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Family Literacy Night – Host a family event to teach parents games and strategies to promote literacy at home

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parent with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Amy Zeiders, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.

- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2000 S. Walnut Road, Las Vegas, NV 89104.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

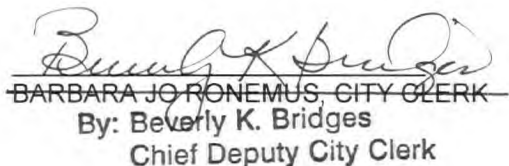
Walter Long Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director

 10/19/06
Amy Zeiders, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM:  10/18/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed? We will have two on site trainers. These on site trainers will then provide training for additional groups of parents at multiple workshops throughout the year.

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Exhibit “B”



City of Las Vegas PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Lomie Heard Elementary School**

THIS AGREEMENT, made and entered into this 19 day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Lomie Heard Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **42 Baer Drive, Nellis Air Force Base, Las Vegas, NV 89115**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the PALS program to ensure that it conforms to the PALS Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the PALS Program's objectives, as follows:

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as Lunchtime Walking Club, PTA Workroom Enhancement, Family Nights, Bike Rodeo and Parent Survey that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$6,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Lunchtime Walking Club – Host a lunchtime walking club for students and parents
- PTA Workroom Enhancement – Provide office equipment for the PTA to help share information with parents and school staff
- Family Nights – Host workshops to teach parents strategies for continuing the learning process at home
- Bike Rodeo – Host an event to promote bike safety using volunteer parents and school staff
- Parent Survey – Survey parents to learn their interests and issues, and/or talents/skills they would like to volunteer to school activities

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Patricia Spilsbury, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 18, 2006** or the date first written above, until **June 1, 2007**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Volunteer Hour Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Evaluation Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports 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 "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for PALS funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of PALS funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

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D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of an **June 1, 2007** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
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A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at 42 Baer Drive, Nellis Air Force Base, NV 89115.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

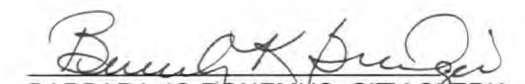

Stephen Harsin, Director

Lomie Heard Elementary School, "SUBRECIPIENT"


Patricia Spilsbury, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


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

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: M. Ponticello 10/17/06

Exhibit “A”

K. Explain the school, student or family need this project will address:

Research has repeatedly shown that student achievement increases when parents are involved in their student's learning. It is our intent to use the information gathered from the survey to more precisely focus school Family Nights on activities and events that Lomie Heard families value, thereby fostering a greater involvement of those families at school activities.

The survey will be built on the foundation laid by the Parent Survey taken during 2005-2006. Any issues raised through that survey will be addressed. Parents who state they are willing to share a talent or skill will be encouraged to do so at a Family Night activity.

L. How will this project increase parent participation in your school? With the information compiled from the parent survey, the committee will be able to plan activities and events that are consistent with parent interests and family needs, thereby making the events more attractive to parents.

M. How will your school sustain this parent involvement after the project has been completed? We will continue to survey parents in the fall of each school year. If events and activities at school are relevant to parent and family interests and needs, it is hoped that more parents will participate.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per Item	Purpose	Total Cost
Astro Bright copy paper	2 reams	6.02	publish the parent survey	\$12.04
Red, White, and Blue pencils	6 gross	19.40/gross + shipping costs	incentives to return survey	\$128.40

Total	\$140.44
-------	----------

O. Volunteer Match
List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Planning survey	6	2	1	12
Copying and distribution of survey	2	2	1	4

ride in cars or walk. While encouraging more students to exercise by daily bicycle riding, we will also address the hazards inherent in bicycle riding and teach students safe bicycle techniques.

L. How will this project increase parent participation in your school?

We learned this year during our first bike rodeo that parent and volunteer participation is essential to the success of the rodeo. The numbers of students and bikes and the time it takes to work through all the stations make it a virtual impossibility to have a Bike Rodeo with out many parents and volunteers either following teachers to assist students with bikes, or manning the stations, teaching student sthe material.

M. How will your school sustain this parent involvement after the project has been completed? The cost of incentive prizes, props for the various stations, and water for hydration require a sponsorship or grant in order for us to contine this very worthwhile activity. For these reasons we are re=applying for the PALS grant.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
1/2 liter bottled water	1500	\$2.50/case of 12	Two water stations during the Bike Rodeo	\$312.50
Bike helmets	30	10.00	prizes	\$300
Elbow and knee pads	30	10.00	prizes	\$300
Bike locks	30	10.00	prizes	\$300
Bicycles	2	50	prizes	\$100
Award Certificates	600	140	paper and printing for certificates for each participant in the rodeo	\$140
Zip Ties	500	17.00	Attach identification and grade level designation to bicycles	\$17.00
Wooden Stakes	20	1.50	To hold signs for identifying bike parking areas and stations during the rodeo	\$30.00

Total \$1499.50

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Bike Rodeo planning committee	6	25	1	150
Set-up and take down of rodeo	10	4	1	40
Bike Rodeo	35	4	1	140

K. Explain the school, student or family need this project will address:

In light of obesity issues facing both children and adults throughout the United States, this activity is proposed to address that issue, to promote physical fitness, to provide an opportunity for parents and students to set and meet goals, and to provide opportunities for parents to participate with students at school in areas other than those in which food is involved (lunchtime, parties, etc).

L. How will this project increase parent participation in your school?

Parents will be involved in making, hole-punching, and keeping track of the walking passports and setting up and taking down the track cones daily. Parents and/or volunteers will keep track of miles walked, distributing incentives, and marking the map in the multipurpose room with the total number of miles walked each week.

M. How will your school sustain this parent involvement after the project has been completed?

The school will seek grants or donations to maintain the incentives for students participating in the Walking Club.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Astro Bright cardstock	3	9.59	Walking Club passport punch cards	\$28.77
Hole punches	3	4.99	Used to mark laps marked on walking passports	\$14.97
wristbands	500	.68 + set-up	incentive for walking 5 miles	\$374.00
woven wristbands	250	.84 + set-up	incentive for walking 10 miles	\$231.00
water bottle	200	.94 + set-up	incentive for walking 20 miles	\$203.00
lanyard	150	1.89 + set-up	incentive for walking 30 miles	\$351.00
T-shirts	100	5.00 + set-up	incentive for walking 50 miles	\$540.00

4. Give parents an opportunity to present on topics they enjoy
5. Promote a learning experience that combines resources from the school and community

K. Explain the school, student or family need this project will address:

Parent participation at parent meetings is generally very low. In an effort to involve more parents, Family Night topics will be based on information gathered from the Parent Survey, i.e. topics that parents have said are important to them. Including students in grade level presentations will hopefully provide a greater draw for parents to come to the Family Night events.

L. How will this project increase parent participation in your school?

All parents will be encouraged to attend with their children. Student presentations, free books, games, and refreshments will be a part of each presentation. The topics covered at Family Nights will be drawn from information provided by parents on a survey taken earlier in the year.

M. How will your school sustain this parent involvement after the project has been completed?

A parent survey will be taken each fall at minimal expense to the school. Funding for free books and games and refreshments will be sought from grants, donations, and surrounding businesses.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
cookies	500 per event	\$3.50/pkg of 40 x 12 per event	refreshments for each of 7 events	\$294
Juice	10 gal. per event	\$5 per gallon	drinks for each of 7 events	\$350
Books	300 per event	\$99/100 books	Given to students who accompany parents / 4 events	\$396
Cardstock	1 ream per event	9.59/ream	game materials for families/3 events	28.77
Copy paper	7 reams	2.50/ream	provide handouts and materials for parents at each event	17.50

Total	1086.27
-------	---------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Family Night planning committee	6	4	7	168
Preparation of games and materials for distribution to parents	10	1	7	70

This project will help make the tools in the PTA workroom more user friendly, so parents can better utilize the time they have to volunteer to help teachers. Parents hopefully will feel more inclined to participate at school when they feel the time they have to give is productive.

L. How will this project increase parent participation in your school?

Having functioning die cut machines will make the time parents spend working them far more enjoyable than it is now, and will hopefully make it more pleasant to come to school to help.

M. How will your school sustain this parent involvement after the project has been completed?

We will continue to maintain the die cuts carefully. When it becomes necessary to replace the machines again, additional funding may need to be sought.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
small letter press machine replacement pads	4	\$10	improve the cutting performance of the old small letter press machine	\$40
small letter press machine	1	\$300	parent/volunteer use in the PTA workroom	\$300
die cut alphabet, lower case letters	1	\$655	increase the variety of materials that parent/volunteers can use	\$655
die cut alphabet, upper case letters	1	\$655	increase the variety of materials that parent/volunteers can use	\$655
die cut figures	5	\$40	increase the variety of materials that parent/volunteers can use	\$200

\$34

Exhibit “B”



School:		
Project Name:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

K. AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to allocate \$400,000 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II for the construction costs of Phase I of their affordable housing project located at Main and Owens - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Dev.

Amount: \$400,000

Funding Source: HOME/LIHTF

PURPOSE/BACKGROUND:

On January 19, 2005, City Council approved the allocation of \$1.3 million in HOME/LIHTF to Phase I of this project. On February 1, 2006, Council approved reallocating \$400,000 in HOME funds from Phase I to Phase II of this project because the agency expected additional funding from the Department of Housing Urban Development (HUD). The agency was recently notified by HUD that they will not receive the additional funding as expected. Now the agency has a \$400,000 gap in funding for Phase I and is requesting the additional funding to complete the project.

RECOMMENDATION:

Staff recommends that the City Council approve the allocation of \$400,000 and authorize the Mayor to execute any and all related agreements and documents required for the project, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. HELP Las Vegas Housing Corporation II Letter dated September 29, 2006
2. Submitted After Meeting – Second Amendment to Restatement Agreement to Fund HELP Las Vegas Housing Corporation II HELP @ Owens Project

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, LOIS TARKANIAN; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

BY MAIL and FAX

September 29, 2006

Tim Whitright, Neighborhood Development Manager
Neighborhood Development Division
Neighborhood Services Department
City of Las Vegas
400 E. Stewart Avenue, 8th floor
Las Vegas, NV 89101

RE: HELP Owens – Additional Development Funding Request

Dear Mr. Whitright:

I am writing to update you on the progress made toward the redevelopment of the former MASH site into a campus for affordable housing. As you know, the construction on HELP Owens I is well underway. The development financing for HELP Owens I included \$400,000 from the HUD SHP program, which HELP secured through the County's local, competitive funding process. Unfortunately, as we have discussed, HUD has misinterpreted the financial structure of the project and currently holds that the SHP funds were used to replace local funding and HUD is, as of now, withholding the \$400,000 in capital funding.

While HELP is considering pursuing HUD's decision, the project remains under construction, which presents an issue with cash flow during development. We would, therefore, request that an additional \$400,000 of HOME funds to be committed for the completion of this first phase to be used to cover construction costs.

We are excited to continue working with the City on the revitalization of this site. Thank you again for your continued assistance and support of this project. Please contact me directly or Karen L. Krautheim, HELP's Development Consultant if you should require any further information to include this request on the next Council Meeting agenda.

Sincerely,



Craig Galati, President
HELP Las Vegas Housing Corp. II

cc: Larry Belinsky, HELP USA
Karen L. Krautheim, KLK Development Consultants, Inc.
Orlando Sanchez, Deputy City Manager
Earlie M. King, LV - NSD

SECOND AMENDMENT
TO RESTATEMENT AGREEMENT
TO FUND
HELP LAS VEGAS HOUSING CORPORATION II
HELP @ OWENS PROJECT

This Second Amendment to the Second Amendment and Restatement Agreement to Fund Help Las Vegas Housing Corporation II (HELP @ Owens Project) (herein the "Second Amendment to Restatement Agreement") is entered into this 28th day of November, 2006, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, NV 89101 (hereinafter referred to as the "City") and HELP Las Vegas Housing Corporation II, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 500 Pilot Road, Suite A, Las Vegas, NV 89119 (hereinafter referred to as the "Developer").

WHEREAS, the City and Developer entered into the Second Amendment and Restatement Agreement to Fund Help Las Vegas Housing Corporation II (HELP @ Owens Project) dated January 19, 2005 (the "Restatement Agreement"); and

WHEREAS, by a First Amendment entered into on February 2, 2006 ("First Amendment") the parties amended the Restatement Agreement to permit up to \$400,000.00 in HOME/LIHTF Program funds to be used for architectural, design and other soft costs in connection with the development of HELP@Owens II, to be located adjacent to the Project ("Phase II") (the Restatement Agreement, as amended by the First Amendment, shall be hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to allocate to the Project an additional \$400,000.00 in HOME Program funds; and

WHEREAS, capitalized terms not defined herein shall have the meanings given to them in the Agreement.

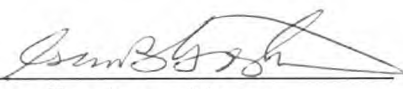
NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties hereby agree as follows:

1. Any and all references in the Agreement to "Subrecipient" shall be deleted and replaced with the term "Developer".
2. The City shall provide to the Developer up to an additional \$400,000.00 in HOME Program Funds for the development of the Project (the "Additional HOME Funds") for an aggregate total of up to \$1,300,000.00 in HOME Program funds for the development of Phase 1 of the Project.

3. The Additional HOME Funds shall be provided subject to and upon the same terms and conditions contained in the Agreement.
4. Amended Exhibit "A" and Amended Exhibit "A-1" are deleted and replaced with Exhibit "A" and Exhibit "A-1" attached hereto.
5. Except as modified above, the Agreement remains in full force and effect.

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

CITY OF LAS VEGAS

By: 
Oscar Goodman, Mayor

HELP LAS VEGAS HOUSING
CORPORATION II,
a Nevada nonprofit corporation

By: 
Craig Galati, President

ATTEST:


Barbara Jo Ronemus, City Clerk

Council Action: October 18, 2006

APPROVED AS TO FORM:

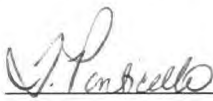
 11/21/06
Date

EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project is HELP @ Owens, a multi-phase housing development for persons of low income.

Phase 1.

Phase 1, to be known as HELP @ Owens 1, will be located at 1559 North Main, Las Vegas, Nevada. Phase 1 of the Project will be designed as 75 units of affordable housing in two garden-style apartment buildings. The unit configuration includes 60 efficiency units and 15 one-bedroom units. A service building will contain common space that will be used for administration and the provision of support services. All first floor units will be fully accessible for residents with physical disabilities.

HELP Las Vegas Housing Corporation II ("HLVH"), the Project sponsor, has formed a Nevada limited partnership, HELP Las Vegas Housing Associates II, LP ("LP"). The general partner of LP is HELP Owens, Inc., a Nevada for profit corporation wholly owned by HLVH.

The HOME/LIHTF funds provided by the City to HLVH, which will loan the funds (or some much thereof as is required) to LP at the Applicable Federal Rate in effect at the time of the loan. The loan will be secured by a note (Attachment "II") and deed of trust ("Attachment III"). The HOME funds provided to HLVH, shall be used solely to finance HOME-eligible project hard and soft costs per 24 CFR 92.206.

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

Of the 75 project units, 25 units will be designated as HOME-assisted and will be reserved for households at or below 60% Area Median Income (AMI). The HOME units will be considered floating units and may change over time so long as the assisted units remain comparable to the non-assisted units over the affordability period in term of size, features, and number of bedrooms.

City of Las Vegas will provide \$1,300,000 from the following sources:

<u>Amount</u>	<u>Source of Funds</u>
\$1,300,000	HOME

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

The Project will be located as follows: 1559 N. Main

Assessor Parcel Number(s): 139-27-502-015

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

Phase 2.

Phase 2 will consist of 50 units of rental housing including eight efficiency apartments, 21 one-bedroom units, and 21 two-bedroom units. Special features and amenities of Phase 2 will include equipped exercise and computer rooms, a security system, energy efficient construction and systems, community space, on-site laundry facilities, equipped picnic areas, a separate storage building for use by tenants, and broadband internet access in all units. All units will be affordable to persons earning less than 50% of Area Median Income (AMI) and 26 of the units will be affordable to persons earning less than 30% of AMI. Fifteen of the units, or 30%, will be reserved for households with special needs, including formerly homeless veterans disabled by substance abuse. \$400,000 of the City's funding commitment shall be used for soft costs for Phase 2. This funding will allow the project to proceed with architectural drawings, necessary third party reports, and submission of funding applications pursuant to the following budget:

Architect	\$200,000
Engineering	\$100,000
Market Study	\$15,000
Survey, Environmental, Other 3 rd Party Reports	\$50,000
Tax Credit Application/Fees	\$35,000
Total	\$400,000

The total funding commitment for Phase 2 is \$1.3 million, \$900,000 of which will be the subject of a separate grant agreement.

EXHIBIT "A-1"
PROJECT BUDGET

Exhibit "A-1"

Project Budget

CITY HOME FUNDS

ITEM	COST	
Land		
Land Cost	\$0	\$0
Buildings		
Existing	\$0	\$0
Demolition	\$0	\$0
Other	\$0	\$0
Site Work		
On-Site	\$521,859	\$124,500
Off-Site		
Other	\$0	
Land, Building and Site-Work Sub-Total	\$521,859	\$124,500
Construction & Contractor Fees		
New Structures	\$3,936,570	\$618,263
Rehabilitation	\$0	
Accessory Buildings	\$0	
General Requirements	\$230,982	
Other - Furnishings & Equipment	\$64,105	
Overhead	\$82,569	
Profit	\$247,708	\$0
Other	\$0	
Construction Sub-Total	\$4,561,933	\$618,263
Contingency		
Construction	\$341,916	\$0
Rehabilitation	\$0	
Other	\$0	
Contingency Sub-Total	\$341,916	\$0
Professional Fees		
Architect Design	\$215,560	\$215,560
Architect Supervision	\$72,439	\$72,439
Real Estate Attorney	\$50,000	\$0
Consultant/Agent	\$0	
Engineer/Survey	\$0	
Permits/Impact Fees	\$330,075	\$200,000
Other	\$0	
Professional Fee Sub-Total	\$668,074	\$487,999
Construction Interim Cost		
Hazard Insurance	\$0	
Liability Insurance	\$25,000	
Payment Bond	\$0	
Performance Bond	\$48,298	
Credit Report	\$0	
Interest	\$41,220	
Origination Points	\$0	
Discount Points	\$0	
Credit Enhancement	\$0	
Inspection Fees	\$0	
Title and Recording	\$10,000	\$0
Legal Fees	\$0	
Taxes	\$5,254	
Other	\$0	
Construction Interim Cost Subtotal	\$129,772	\$0

Site Work Detail	Total Cost	City HOME Funds
Demolition	\$39,500	\$39,500
Earthwork-Grading-Paving	\$302,365	\$85,000
Misc. Sitework	\$9,146	
Site Utilities	\$147,599	
Landscaping	\$16,213	
Pavement Striping/Signage	\$7,036	
	\$521,859	\$124,500

New Structures Detail	Total Cost	City HOME Funds
Concrete and Masonry	\$1,442,393	\$263,865
Metal	\$120,141	
Carpentry	\$183,451	
Moisture Protection	\$289,096	
Doors & Windows	\$262,034	\$132,007
Finishes	\$538,072	
Specialties - Toilet and Bath Accessories	\$46,931	\$15,898
HVAC, Plumbing, Fire Protection	\$665,956	\$176,501
Electrical	\$388,496	\$29,992
	\$3,936,570	\$618,263

EXHIBIT "A-1"
PROJECT BUDGET

		Exhibit "A-1"
		Project Budget (continued)
Permanent Financing		
Bond Premium	\$0	
Credit Report	\$0	
Discount Points	\$0	
Origination Fees	\$0	
Credit Enhancement	\$0	
Cost of Issuance	\$0	
Title and Recording	\$7,267	\$0
Legal Fees	\$0	
Prepaid MLP	\$0	
Other	\$0	
Permanent Financing Sub-Total	\$7,267	\$0
Soft Cost		
Additional TC Fees	\$4,512	\$4,512
Market Study	\$6,450	\$6,450
Environmental Study	\$2,800	\$2,800
Tax Credit Fees	\$52,650	\$52,650
Compliance Fees	\$1,675	
Rent-up Expense	\$44,949	
Appraisal	\$1,576	\$1,576
Cost Certification	\$7,500	
Survey	\$1,250	\$1,250
Other	\$7,500	
Soft-Cost Sub-Total	\$130,862	\$69,238
ITEM	ESTIMATED COST	
Syndication Cost		
Organization	\$20,460	
Bridge Loan	\$0	
Tax Opinion	\$25,000	
PV Adjustment	\$0	
Other	\$0	
Syndication Sub-Total	\$45,460	\$0
Developer Fees		
Overhead	\$863,240	\$0
Profit	included above	
Consultant	included above	
Other	\$0	
Developer Sub-Total	\$863,240	\$0
Project Reserves		
Lease Up	\$25,000	
Operating	\$125,000	
Replacement	\$0	
Escrows	\$0	
Other*	\$345,887	
Reserves Sub-Total	\$495,887	\$0
Project totals	\$7,766,270	\$1,300,000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: STEPHEN K. HARSIN**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of Amendments to Caminar's Housing Opportunities for Persons with AIDS (HOPWA) Agreements for a total of \$60,000 in HOPWA grant funds for Housing Operations, Tenant-Based Rental Assistance and Supportive Services for Persons with HIV/AIDS - All Wards

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

Caminar's Property Case Management and Satellite Assisted Independent Living (SAIL) Programs were approved by City Council on March 17, 2004. The amendment to Caminar's SAIL Program HOPWA agreement allows for tenant-based rental assistance and supportive services and is for a total of \$30,000. The amendment to Caminar's Property Case Management HOPWA agreement allows for housing operations and supportive services and is for a total of \$30,000. Both amendments to the HOPWA agreements extend the time of program performance until June 30, 2007.

RECOMMENDATION:

Staff recommends City Council approve the amendments and authorize the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:

1. First Amendment to Caminar's SAIL Program HOPWA Agreement
2. First Amendment to Caminar's Property Case Management HOPWA Agreement

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

FIRST AMENDMENT TO
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
AGREEMENT between the City of Las Vegas and
Caminar/CLC

THIS FIRST AMENDMENT TO THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT is made and entered into this 1st day of July, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101-2986, hereinafter referred to as "CITY", and Caminar/CLC, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV, 89102.

WITNESSETH:

WHEREAS, the parties entered into the Housing Opportunities for Persons With AIDS (HOPWA) Program Agreement to fund PROJECT SPONSOR, dated July 1, 2004 ("Original Agreement"); and

WHEREAS, PROJECT SPONSOR and CITY agree to amend Scope of Services in Article I. A. Activities of HOPWA Agreement to a total of \$30,000 in HOPWA funds for tenant-based rental assistance and supportive services for persons with HIV/AIDS and their families; and

WHEREAS, PROJECT SPONSOR and CITY agree to amend Scope of Services in Article I. D. Time of Performance of HOPWA Agreement to July 1, 2006 through June 30, 2007; and

WHEREAS, PROJECT SPONSOR and CITY desire to amend Exhibit "A", Budget, of Article IV. F. of the HOPWA Agreement and to insert Exhibit "A-1" in its place; and

WHEREAS, PROJECT SPONSOR and CITY desire to amend Exhibit "C", Request for Release of Funds, of Article IV. G. of the HOPWA Agreement and to insert Exhibit "C-1" in its place.

NOW THEREFORE, for and in consideration of the foregoing, the Parties do hereby agree as follows:

1. Article I.A. Activities, first paragraph of Scope of Services, of the HOPWA Agreement is hereby deleted and the following is inserted in its place,

Subject to the actual receipt of funds by the City, the City will provide up to **\$30,000** in HOPWA program funds to the PROJECT SPONSOR to provide tenant-based

rental assistance and supportive services as an advocate for eligible persons with HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A-1", attached.

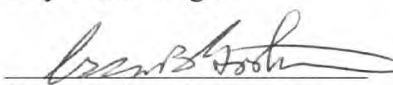
2. Article I.D. Time of Performance, first paragraph of Scope of Services, of the HOPWA Agreement is hereby deleted and the following is inserted in its place,

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2006, or the date first written above, through June 30, 2007. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2006-2007. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2006, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

3. Exhibit "A", Budget, of Article IV. Financial Management, E. Program Budget, of the HOPWA Agreement is hereby deleted and the attached Exhibit "A-1" is inserted in its place.
4. Exhibit "C", Request for Release of Funds, of Article IV. Financial Management, F. Method of Payment, of the HOPWA Agreement is hereby deleted and the attached Exhibit "C-1", Request for Release of Funds, is inserted in its place.
5. Except, as herein above set forth, all other provisions of the HOPWA Agreement, which are not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, parties have caused this First Amendment to the HOPWA Program Agreement To Fund PROJECT SPONSOR's HOPWA-eligible activities to be executed by their duly authorized representations the day and year first above written.

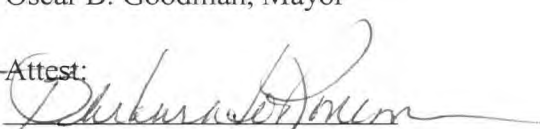
City of Las Vegas


Oscar B. Goodman, Mayor

Caminar/CLC


Kathi Thomas-Gibson, Executive Director

Attest:


Barbara Jo Ronemus, City Clerk

Approved as to form:

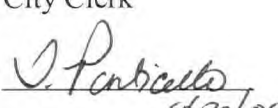

8/30/06

EXHIBIT "A-1"

Caminar/CLC

Budget

Caminar/CLC services will be provided in accordance with the following budget:

Tenant-Based Rental Assistance	\$20,000.00
Supportive Services	\$7,900.00
Administration (7%)	\$2,100.00
TOTAL GRANT AWARD	\$30,000.00

EXHIBIT "C-1"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2006/2007 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Caminar/CLC	Phone: 471-6360
Project: Satellite Assisted Independent Living	FAX: 471-6367
Contact Person: Kathi Thomas-Gibson	e-mail: kathig@caminarclc.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Tenant-Based Rental Assistance	\$20,000.00			
Supportive Services	\$7,900.00			
Administrative Expenses (7%)	\$2,100.00			
TOTAL	\$30,000.00			

Signature

Date

FIRST AMENDMENT TO
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
AGREEMENT between the City of Las Vegas and
Caminar/CLC

THIS FIRST AMENDMENT TO THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM AGREEMENT is made and entered into this 1st day of July, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101-2986, hereinafter referred to as "CITY", and Caminar/CLC, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 3233 W. Charleston Blvd., Suite 110, Las Vegas, NV, 89102.

WITNESSETH:

WHEREAS, the parties entered into the Housing Opportunities for Persons With AIDS (HOPWA) Program Agreement to fund PROJECT SPONSOR, dated July 1, 2004 ("Original Agreement"); and

WHEREAS, PROJECT SPONSOR and CITY agree to amend Scope of Services in Article I. A. Activities of HOPWA Agreement to a total of \$30,000 in HOPWA funds for housing operations and supportive services for persons with HIV/AIDS and their families; and

WHEREAS, PROJECT SPONSOR and CITY agree to amend Scope of Services in Article I. D. Time of Performance of HOPWA Agreement to July 1, 2006 through June 30, 2007; and

WHEREAS, PROJECT SPONSOR and CITY desire to amend Exhibit "A", Budget, of Article IV. F. of the HOPWA Agreement and to insert Exhibit "A-1" in its place; and

WHEREAS, PROJECT SPONSOR and CITY desire to amend Exhibit "C", Request for Release of Funds, of Article IV. G. of the HOPWA Agreement and to insert Exhibit "C-1" in its place.

NOW THEREFORE, for and in consideration of the foregoing, the Parties do hereby agree as follows:

1. Article I.A. Activities, first paragraph of Scope of Services, of the HOPWA Agreement is hereby deleted and the following is inserted in its place,

Subject to the actual receipt of funds by the City, the City will provide up to **\$30,000** in HOPWA program funds to the PROJECT SPONSOR to provide housing operations and supportive services as an advocate for eligible persons with

HIV/AIDS (hereinafter referred to as the "Program" or "Project"). A detailed description of the Project is cited in the Scope of Services I.B.1 below. HOPWA funds will be allocated in accordance with the Program Budget as detailed in Exhibit "A-1", attached.

2. Article I.D. Time of Performance, first paragraph of Scope of Services, of the HOPWA Agreement is hereby deleted and the following is inserted in its place,

This Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with this Agreement from July 1, 2006, or the date first written above, through June 30, 2007. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during fiscal years 2006-2007. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1, 2006, but prior to execution of this Agreement may be reimbursed upon approval of the City and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

3. Exhibit "A", Budget, of Article IV. Financial Management, E. Program Budget, of the HOPWA Agreement is hereby deleted and the attached Exhibit "A-1" is inserted in its place.
4. Exhibit "C", Request for Release of Funds, of Article IV. Financial Management, F. Method of Payment, of the HOPWA Agreement is hereby deleted and the attached Exhibit "C-1", Request for Release of Funds, is inserted in its place.
5. Except, as herein above set forth, all other provisions of the HOPWA Agreement, which are not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, parties have caused this First Amendment to the HOPWA Program Agreement To Fund PROJECT SPONSOR's HOPWA-eligible activities to be executed by their duly authorized representations the day and year first above written.

City of Las Vegas


Oscar B. Goodman, Mayor

Caminar/CLC


Kathi Thomas-Gibson, Executive Director

Attest:


Barbara Jo Ronemus, City Clerk

Approved as to form:

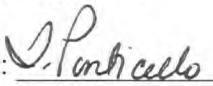

8/30/06

EXHIBIT "A-1"

Caminar/CLC

Budget

Caminar/CLC services will be provided in accordance with the following budget:

Housing Operations	\$15,000.00
Supportive Services	\$12,900.00
Administration (7%)	\$2,100.00
TOTAL GRANT AWARD	\$30,000.00

EXHIBIT "C-1"

CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2006/2007 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Caminar/CLC	Phone: 471-6360
Project: Property Case Management	FAX: 471-6367
Contact Person: Kathi Thomas-Gibson	e-mail: kathig@caminarclc.org

Account Title	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Operations	\$15,000.00			
Supportive Services	\$12,900.00			
Administrative Expenses (7%)	\$2,100.00			
TOTAL	\$30,000.00			

Signature

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Taney Engineering on behalf of Down the Road, LLC, owner (509 South 7th Street) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for an approximate 10-foot wide area of landscaping on the east side of 7th Street extending approximately 62.5-feet adjacent to the property line consisting of trees, shrubs, ground cover and an irrigation system for a proposed professional office building. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

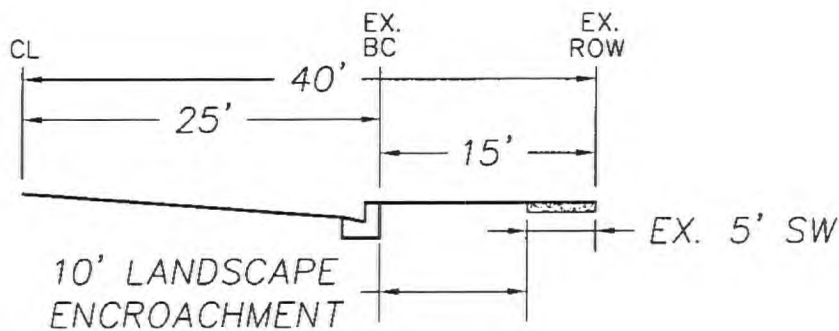
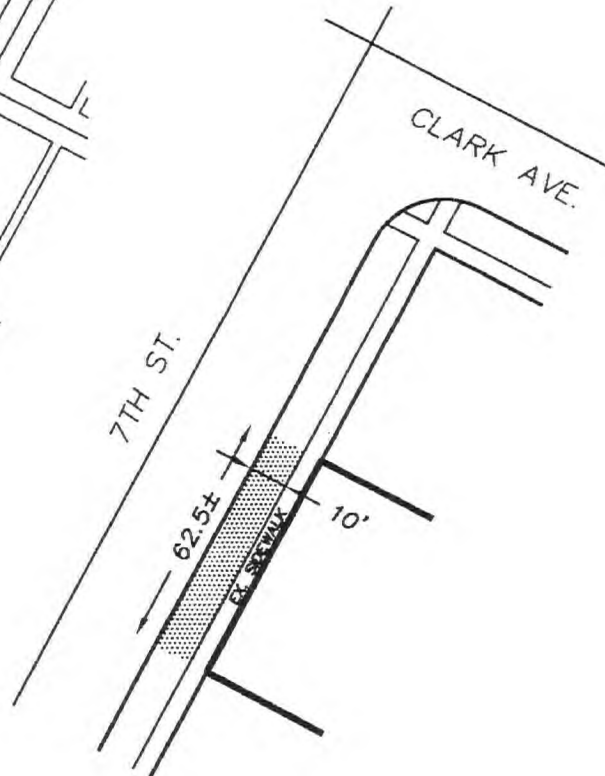
Copy of Encroachment Exhibit "A" (7th Street)

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

ENCROACHMENT EXHIBIT



ENCROACHMENT
EXHIBIT "A"



TANEY ENGINEERING
4445 S. JONES BLVD. SUITE #1
LAS VEGAS, NV 89103
(702) 362-8844 FAX: (702) 362-5233

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Civilworks, Incorporated, on behalf of Citibank Nevada National Association, owner (Sahara Avenue west of Lake Sahara Drive) - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for an approximate 10-foot wide area of landscaping on the south side of Sahara Avenue extending approximately 355-feet along the property line consisting of trees, shrubs, ground cover and an irrigation system for a proposed one-lot commercial subdivision located in the Citibank plaza. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

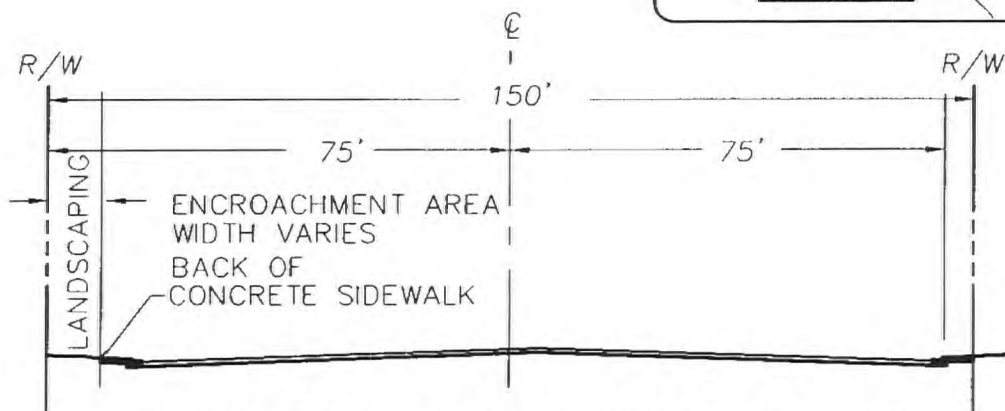
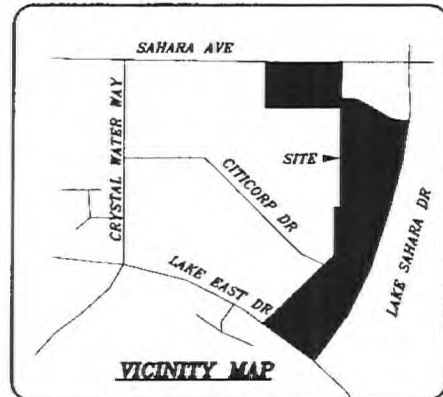
Copy of Encroachment Exhibit "A" (Sahara Avenue)

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

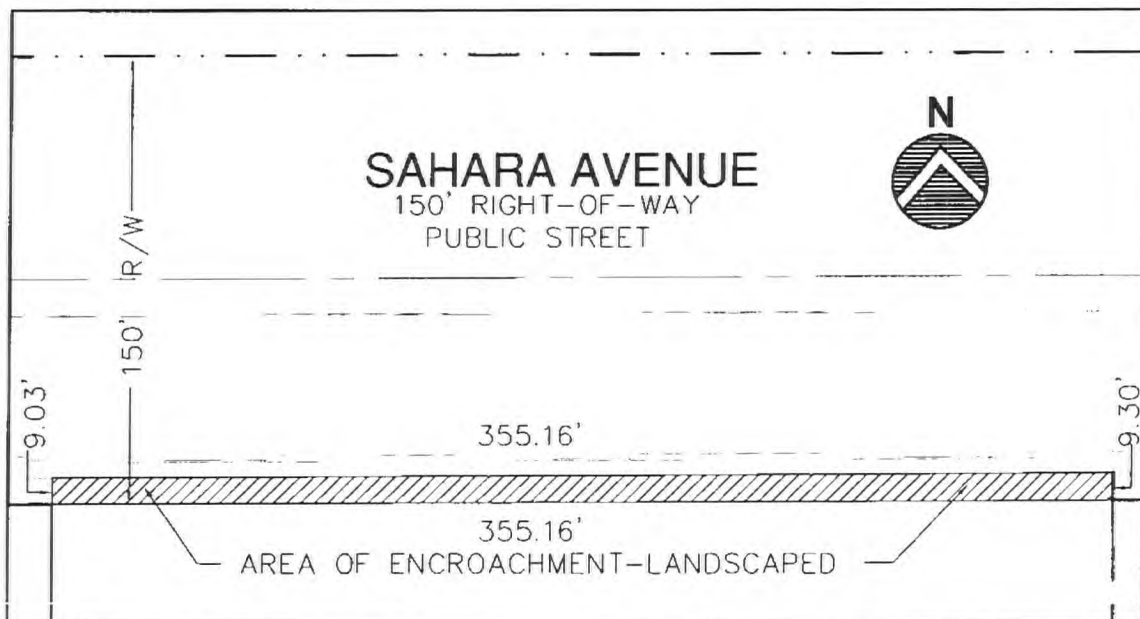
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

EXHIBIT "A"



STREET SECTION - SAHARA AVE

NOT TO SCALE

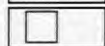


ENCROACHMENT EXHIBIT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS**DIRECTOR: CHARLIE KAJKOWSKI**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of an Encroachment Request from Dunnam Civil Engineers, Incorporated, on behalf of Durango and Centennial, LLC, owner (northwest corner of Durango Drive and Centennial Parkway) - Ward 6 (Ross)

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

This request is for an approximate 5-foot wide area of landscaping (to include two planters flush with the ground) on the east side of the sidewalk located on the west side of Durango Drive extending northward from Centennial Parkway for approximately 118-feet. An approximate 8-foot wide area of landscaping on the west side of the sidewalk located on the west side of Durango Drive, extending northward from Centennial Parkway for approximately 130-feet. Landscaping at the northwest corner of Durango Drive and Centennial Parkway and an approximate 2.5-foot wide area of landscaping on the north side of Centennial Parkway extending westward from Durango Drive for approximately 165-feet. There will also be landscaping on the median located in Durango Drive extending northward from Centennial Parkway for approximately 305-feet. All of the landscaping shall meet Town Center landscaping requirements for the proposed Durango and Centennial Center. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

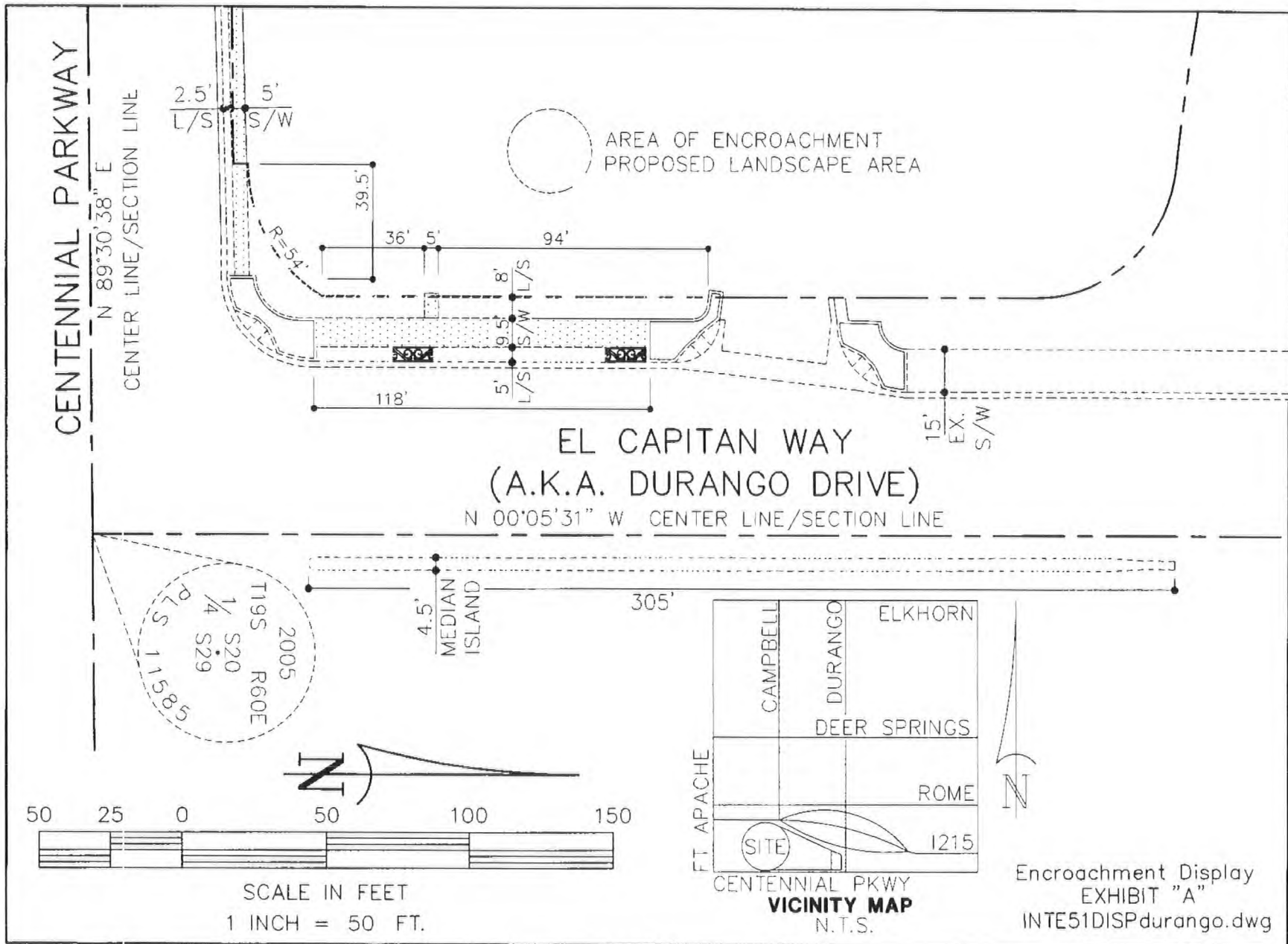
BACKUP DOCUMENTATION:

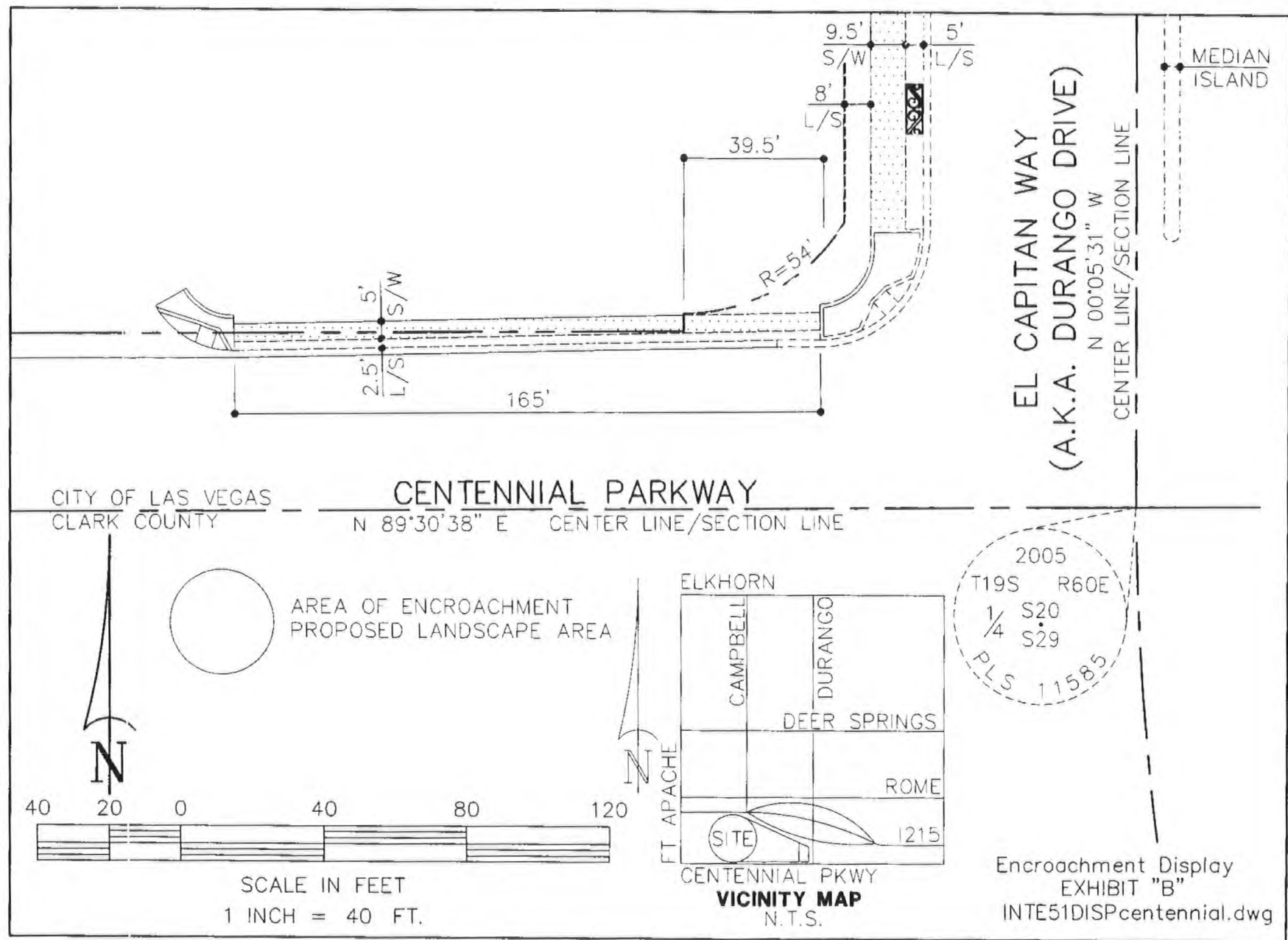
1. Copy of Encroachment Exhibit "A" (Durango Drive north of Centennial Parkway)
2. Copy of Encroachment Exhibit "B" (Centennial Parkway west of Durango Drive)

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)





AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Red Rock Engineering on behalf of Acropolis Investments, Ltd., owner (south of Racel Street, east of Monte Cristo Way, APNs 125-10-404-001 and -002) - County (near Ward 6 - Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is to connect 11 single family dwellings located south of Racel Street, east of Monte Cristo Way. The owner proposes to connect to the 8-inch sewer line located in Tenaya Way. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has 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. Submitted After Meeting – Executed Interlocal Agreement No. 357

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

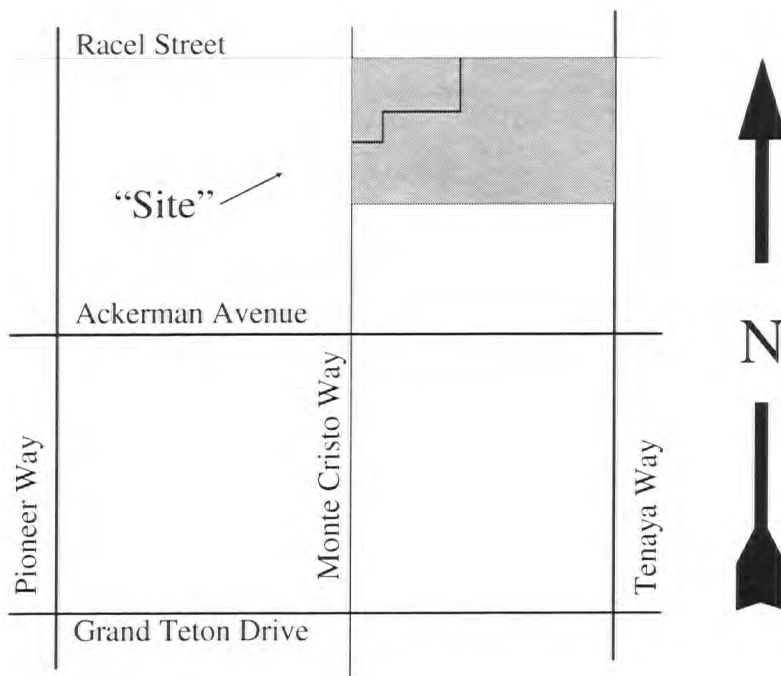
AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – RED ROCK ENGINEERING ON BEHALF
OF ACROPOLIS INVESTMENTS, LTD, OWNER (SOUTH OF RACEL
STREET, EAST OF MONTE CRISTO WAY, APNS 125-10-404-001 AND -
002)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 6th day of May, 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," vacant land owned as follows:

<u>OWNER</u>	<u>PARCEL NO.</u>	<u>ACRES</u>
Acropolis Investments Ltd	125-10-404-001	0.92
William O'Donnell	125-10-404-002	3.04

Total Acres 3.96

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

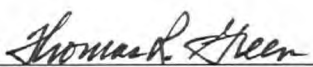
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

By  10/24/06
Deputy City Attorney
Thomas R. Green

RACEL/TENAYA PARCEL
PARCEL NO. 125-10-404-002
TOTAL PARCEL ACREAGE= 3.96 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 11.6 MILES FROM SITE.

Nearest City of
North Las Vegas
Sewer

**CITY OF
NORTH
LAS VEGAS**

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

Nearest City of
North Las Vegas
Sewer

RACEL ST

CLV

ACKERMAN AVE

PIONEER WAY

MONTE CRISTO WAY

TENAYA WAY

GRAND TETON DR

SITE MAP
Scale = 1:12000

Nearest CCWRD
sewer line

SPRING MOUNTAIN RD
TWAIN

Scale = 1:96000

ILA #357 - EXHIBIT A

5/03/5

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS**DIRECTOR: CHARLIE KAJKOWSKI**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of Interlocal Contract LAS24D06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) for construction and construction management for Gowan Lone Mountain System - Branch 4 (\$4,902,407 - CCRFCDD) - Ward 6 (Ross)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer****Amount: \$4,902,407****Funding Source: CCRFCDD****PURPOSE/BACKGROUND:**

This Interlocal Contract will provide funding for improvements to Gowan Lone Mountain System - Branch 4. The proposed improvements include approximately 800 linear feet of (2) 9 feet by 8 feet reinforced concrete boxes and associated soil cement collection channel. The system will provide protection to properties west of Clark County-215 and collect flows from a 2.3 mile tributary area within the Red Rock Conservation Area. The Clark County Regional Flood Control District approved this contract at the September 14, 2006 Board meeting. Total cost of the project shall not exceed \$4,902,407.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract LAS24D06

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

INTERLOCAL CONTRACT
GOWAN LONE MOUNTAIN SYSTEM
BRANCH 4

THIS INTERLOCAL CONTRACT made and entered into as of the 14th day of September, 2006 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan update as Structure Numbers GOL4-0001 and GOL4-0002 hereinafter referred to as "PROJECT"; and

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

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

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

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

SECTION I - SCOPE OF THE PROJECT

THIS INTERLOCAL CONTRACT applies to construction associated with the Gowan Lone Mountain System – Branch 4. The basic improvements shall consist of include approximately 800 linear feet of (2)9'X8' reinforced concrete boxes and associated soil cement collection channel. The improvements shall be funded through DISTRICT funds as herein described. This project is further identified and shown on the attached Exhibit "A".

SECTION II - PROJECT COSTS

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

1. The construction shall not exceed \$4,456,734.

2. Construction Management shall not exceed \$445,673.
3. The total cost of the contract shall not exceed \$4,902,407 which includes all of the items described in the paragraphs above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The Clark County Regional Flood Control District shall be shown on the title sheet of both the plans and specifications as the funding agency.
2. The CITY will use its best efforts to award the bid for this PROJECT by November 30, 2006. Prior to submission of the first payment request, the Entity will submit to the District a construction schedule and cash flow projection. The CITY will take all reasonable steps possible to avoid delays in the construction of District funded projects. Project delays more than four months, as measured from the award date, may be subject to a formal review by both the Technical Advisory Committee and the District Board of Directors. At the review, the CITY will have an opportunity to present information relative to the delays, measures taken to avoid the delays and the likelihood of those delays continuing. The Board will make a determination, in view of the delays and limited available funding, whether project funding should continue. In the case that the Board chooses to discontinue funding, the Board may cancel any Interlocal Contract(s) associated with the project and discontinue funding for the remainder of the project. Funding already spent or appropriated by the CITY will not be required to be refunded to the District. Project funding can be reconsidered at any time when the CITY can demonstrate that the project can proceed on an acceptable schedule.
3. The CITY will comply with the Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.
4. The CITY, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed on the PROJECT.

5. The CITY will require appropriate financial security for the construction of the PROJECT.
6. The CITY shall provide all impacted entities and the DISTRICT with the opportunity to provide the CITY with input relative to the following processes: scope of services development; consultant selection; design, construction and maintenance review; and monitoring of the effectiveness and impacts of facilities on flood flows.
7. Applicable portions of the current editions of the Policies and Procedures, the Hydrologic Criteria and Drainage Design Manual and the Uniform Regulations for the Control of Drainage adopted by the DISTRICT will apply in developing this PROJECT unless specifically superseded by this CONTRACT.
8. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages, indicates that benefits from such a transaction would result. Title to residual property will be vested in the name of the CITY. Revenues derived from the sale of these properties, less the cost of the sale of these properties, will be forwarded to the DISTRICT.
9. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the DISTRICT.
10. The DISTRICT will reimburse the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
 - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
 - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
 - c. Design Engineering
 - d. Construction Engineering
 - e. Construction (all work after award of construction contract)
 - f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
 - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

11. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final PROJECT approval and payment. Following the three-year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media or an electric format.
12. The DISTRICT reserves the right to review and/or audit all records pertaining to all projects both during and after PROJECT completion.
13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever or against and from damage to or loss or destruction of property.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to August 14, 2008. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

September 14, 2006
ATTEST:

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

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action: CITY OF LAS VEGAS

10/18/06
ATTEST:

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

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Thomas R. Green 9/22/06
Thomas R. Green Date
Deputy City Attorney

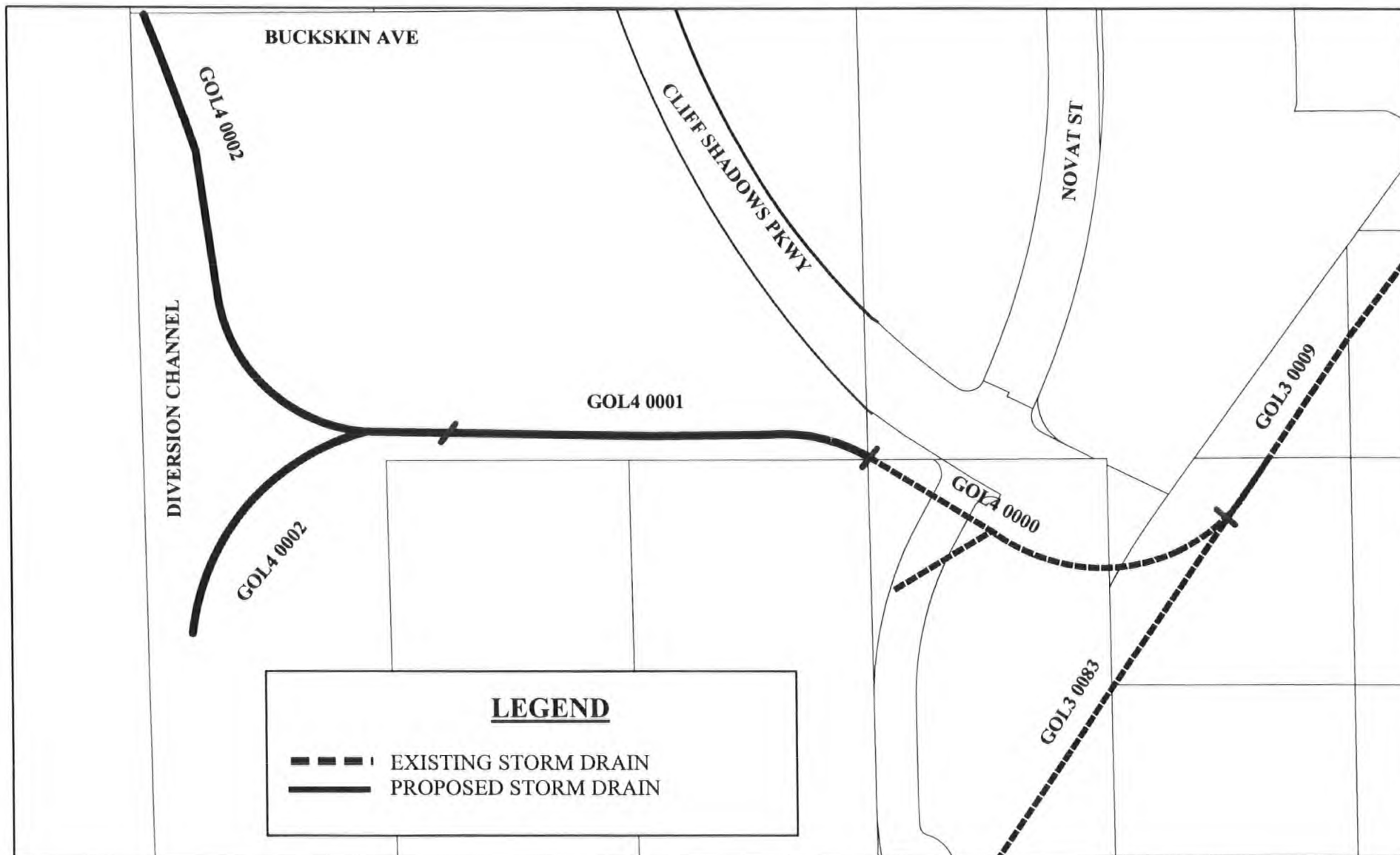


Exhibit A

Gowan Lone Mountain System - Branch 4 (LAS 24D06)

F:\Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A Gowan Lone Mtn



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Interlocal Contract 538 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering, right-of-way and construction of Fiscal Year 2006-2007 Traffic Capacity and Safety Improvement projects (\$5,250,000 - RTC) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

Amount: \$5,250,000

Funding Source: RTC

PURPOSE/BACKGROUND:

This Interlocal Contract will provide funding for 2006-2007 Traffic Capacity and Safety Improvement projects for all entities. Improvements will include preliminary engineering, design, right-of-way acquisition and right-of-way acquisition expenses, contract administration, surveying, inspection, testing, utility relocation, and construction. The Regional Transportation Commission approved this contract at their July 13, 2006 Board meeting. Total cost for the project for all entities shall not exceed \$5,250,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 538

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

INTERLOCAL CONTRACT
2006-2007 TRAFFIC CAPACITY AND SAFETY
IMPROVEMENT PROJECTS

CONTRACT # 538

This Interlocal Contract, made and entered into this 6th day of Sept., 2006, by and between the County of Clark, a Political Subdivision, the City of Las Vegas, a Municipal Corporation, the City of North Las Vegas, a Municipal Corporation, the City of Henderson, a Municipal Corporation, and the Regional Transportation Commission of Southern Nevada, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, projects thereunder to design, purchase right-of-way, perform construction inspection and construct traffic capacity and safety improvements have been approved by the Regional Transportation Commission.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties; the Regional Transportation Commission of Southern Nevada authorizes the parties to proceed with the improvements as it is mutually understood and agreed, as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to design and construction of traffic capacity and safety improvements within the entities participating in this contract.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Southern Nevada agrees to provide funding for project costs according to Section 6.1, Reimbursable Costs of the Policies and Procedures Manual of the Regional Transportation Commission, within the limits specified below:

1. The total cost for preliminary engineering, design, right-of way acquisition and right-of-way acquisition expenses, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed \$5,250,000 which includes all of the above items.
2. An "Authorization to Proceed" is required for the following two phases of the project, which may be submitted concurrently:
 - (a) Preliminary engineering and design;
 - (b) Right-of-way acquisition, construction and construction engineering.

No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of

the improvements until an "Authorization to Proceed" has been approved in accordance with Subsection 2.5 of the Policies and Procedures by the Regional Transportation Commission. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the improvements, and upon approval by the Regional Transportation Commission, only that amount shall be encumbered and allocated. The "Authorization to Proceed" shall also state the specific improvements to be constructed along with their location.

SECTION III - SPECIAL CONDITION

Each entity shall provide the Regional Transportation Commission (RTC) with a monthly status report in the format presently required by RTC indicating progress of project.

1. The title sheet of both the plans and the specifications shall show the Regional Transportation Commission of Southern Nevada as the funding agency.
2. Preliminary engineering and design shall be performed by the entity, or by a consultant employed by the entity.
3. The design, construction, and contract administration of the improvements shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada
4. Construction costs may be paid directly to the contractor based on estimates prepared by the entity.
5. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for such maintenance.
6. The improvements must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada by July 1, 2008.
7. It is understood and agreed that the purpose of this contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the entity is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

7/13/06

BY: B. Woodbury
BRUCE L. WOODBURY, Chairman

Attest:

Toni Michener
TONI MICHENER, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

1/2/07

BY: Rory Reid
RORY REID, Chairman

Attest:

Shirley B. Parraguirre
SHIRLEY B. PARRAGUIRRE, County Clerk

Date of Council Action:

CITY OF LAS VEGAS

10/18/06

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

Attest:

Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM

Thomas R. Green 9/22/06
Thomas R. Green Date
Deputy City Attorney

Date of Council Action:

CITY OF NORTH LAS VEGAS

September 6, 2006

BY:


MICHAEL L. MONTANDON, Mayor

Attest:

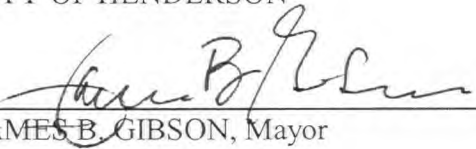

KAREN L. STORMS, CMC, City Clerk

Date of Council Action:

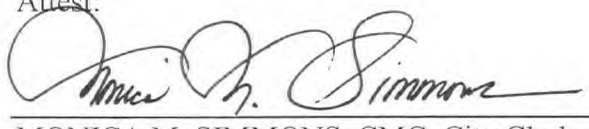
CITY OF HENDERSON

12/5/00

BY:


JAMES B. GIBSON, Mayor

Attest:


MONICA M. SIMMONS, CMC, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Interlocal Contract 539 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering and construction of half street improvements adjacent to Regional Flood Control Detention Basin projects - Fiscal Year 2006-2007 (\$500,000 - RTC) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

Amount: \$500,000

Funding Source: RTC

PURPOSE/BACKGROUND:

This Interlocal Contract will provide funding for half street improvements adjacent to Regional Flood Control Detention Basin projects for all entities. Basic improvements typically include paving, curbs and gutters, sidewalks and street lights. The Regional Transportation Commission approved this contract at their July 13, 2006 Board meeting. Total cost for the project for all entities shall not exceed \$500,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 539

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

**INTERLOCAL CONTRACT
OFFSITE IMPROVEMENTS ADJACENT TO
REGIONAL FLOOD CONTROL DISTRICT DETENTION BASIN PROJECTS
FY 2006-2007**

CONTRACT # 539

This Interlocal Contract, made and entered into this 6th day of September, 2006, by and between the County of Clark, a Political Subdivision, the City of Las Vegas, a Municipal Corporation, the City of North Las Vegas, a Municipal Corporation, the City of Henderson, a Municipal Corporation, and the Regional Transportation Commission of Southern Nevada, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, projects thereunder to design, perform construction inspection and construct roadway improvements adjacent to Clark County Regional Flood Control District Detention Basin Projects, being within the Federal Aid Urban Boundaries of the Las Vegas Valley, have been approved by the Regional Transportation Commission.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties; the Regional Transportation Commission of Southern Nevada authorizes the parties to proceed with the improvements as it is mutually understood and agreed, as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements adjacent to and associated with construction of Clark County Regional Flood Control District Detention Basin Projects. The basic improvements will typically include paving, curbs and gutters, sidewalks, and streetlights, if necessary, and are limited to only one-half of the street.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Southern Nevada agrees to provide funding for project costs according to Section 6.1, Reimbursable Costs of the Policies and Procedures Manual of the Regional Transportation Commission, with the limits specified below:

1. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed \$500,000 which includes all of the above items.

2. An "Authorization to Proceed" is required for the following two phases of the project:
 - (a) Preliminary engineering and design;
 - (b) Construction and construction engineering

No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the improvements until an "Authorization to Proceed" has been approved in accordance with Subsection 2.5 of the Policies and Procedures by the Regional Transportation Commission. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the improvements, and upon approval by the Regional Transportation Commission, only that amount shall be encumbered and allocated. The "Authorization to Proceed" shall also state the specific streets on which offsite improvements are to be constructed.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Transportation Commission of Southern Nevada as the funding agency.
2. Preliminary engineering and design shall be performed by the entity, or by a consultant employed by the entity.
3. The design, construction, and contract administration of the improvements shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada.
4. Construction costs may be paid directly to the contractor based on estimates prepared by the entity.
5. Utility cuts through the pavement shall be prohibited for a period of five years after completion of improvements in accordance with the Policies and Procedures by the entity having jurisdiction over the street.
6. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for such maintenance.
7. The improvement must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada and in accordance to the time constraints set forth in Section 2.4, Project Initialization of the Regional Transportation Commission Policies and Procedures.

8. It is understood and agreed that the purpose of this contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the entity is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

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Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

9/13/06

BY:

B. L. Woodbury
BRUCE L. WOODBURY, Chairman

Attest:

Toni Michener
TONI MICHENER, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan
ZEV KAPLAN, General Counsel

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

1/2/07

BY:

Rory Reed
RORY REED, Chairman

Attest:

Shirley B. Parraguirre
SHIRLEY B. PARRAGUIRRE, County Clerk

Date of Council Action:

CITY OF LAS VEGAS

OCTOBER 18, 2006

BY:

Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Attest:

Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

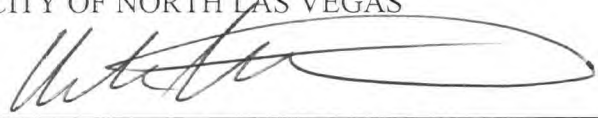
APPROVED AS TO FORM

Thomas R. Green 9/22/06
Thomas R. Green Date
Deputy City Attorney

Date of Council Action:

September 6, 2006

CITY OF NORTH LAS VEGAS

BY: 

MICHAEL L. MONTANDON, Mayor

Attest:

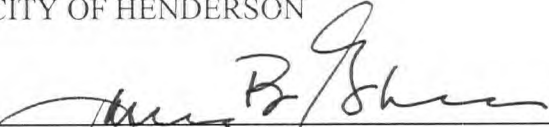


KAREN L. STORMS, CMC, City Clerk

Date of Council Action:

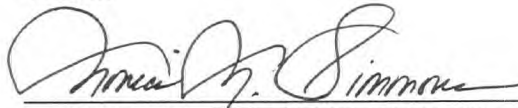
12/5/06

CITY OF HENDERSON

BY: 

JAMES B. GIBSON, Mayor

Attest:



MONICA M. SIMMONS, CMC, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS**DIRECTOR: CHARLIE KAJKOWSKI**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of Interlocal Contract 543 between the City of Las Vegas and the Regional Transportation Commission (RTC) for a corridor study of Las Vegas Boulevard, Owens Avenue to I-515 (\$100,000 - RTC) - Ward 5 (Weekly)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Dept./Division: Public Works/City Engineer****Amount: \$100,000****Funding Source: RTC****PURPOSE/BACKGROUND:**

This Interlocal Contract will provide funding for the Las Vegas Boulevard corridor study, Owens Avenue to I-515. The study will analyze future traffic volumes, traffic inputs of the North Las Vegas 5th Street Road improvement project, develop roadway alternatives, identify right-of-way requirements and provide cost estimates for future improvements on Las Vegas Boulevard. It is anticipated that this study will be used as a basis to develop future design documents for Las Vegas Boulevard. The Regional Transportation Commission approved this contract at their September 14, 2006 Board meeting. Total cost for the project shall not exceed \$100,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 543

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

INTERLOCAL CONTRACT

CONTRACT # 543

LAS VEGAS BOULEVARD, OWENS AVENUE TO I-515 CORRIDOR STUDY

THIS INTERLOCAL CONTRACT, made and entered into this 18TH day of OCTOBER, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to perform a corridor study, for Las Vegas Boulevard between Owens Avenue and I-515 located wholly within the CITY, has been approved by the Regional Transportation Commission; and

WHEREAS, the CITY is requesting funds for the corridor study described above, herein referred to as "Project".

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

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to a corridor study for Las Vegas Boulevard between Owens Avenue and I-515 to analyze traffic impacts from the North 5th Street Superarterial project. The study will analyze future traffic volumes, develop roadway alternatives, identify right-of-way requirements and provide cost estimates for future improvements on Las Vegas Boulevard.

SECTION II – PROJECT COSTS

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

1. The total cost for engineering design shall not exceed \$100,000.
2. “Authorization to Proceed” for engineering at a cost not to exceed \$100,000 at the time written Authorization to Proceed is received from the RTC.
3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of the study shall show the RTC as the funding agency.
2. The study shall be performed by the CITY or by a consultant employed by the CITY.
3. The administration of the Project shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.
4. The Project must be completed to the satisfaction of the RTC prior to August 30, 2008. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

5. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the completion of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

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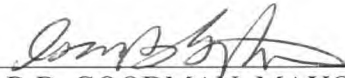
APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

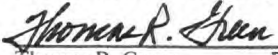
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

OCTOBER 18, 2006
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

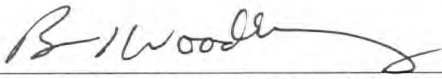

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM
 9/22/06
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

9/14/06
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Bill of Sale to the Las Vegas Valley Water District for transfer of ownership of water distribution facilities installed in conjunction with the Elkhorn Overpass (US-95) - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The City desires to transfer ownership of water distribution facilities to the Las Vegas Valley Water District. These facilities were installed in conjunction with Agreement CON 109344 for the Elkhorn Overpass (US-95).

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Bill of Sale

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

BILL OF SALE

Elkhorn Road and U.S. 95 Overpass - 109344

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 February 15, 2004, identified as No. 109344 between City of Las Vegas and the Las Vegas Valley Water District.

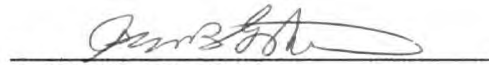
That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend 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 OCTOBER, 2006.

ATTEST:

CITY OF LAS VEGAS


BARBARA JO RONEMUS
City Clerk


OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

 9/27/06
City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-74-2006 - Approval of a resolution indicating the City of Las Vegas support of the issuance by Clark County, Nevada of Economic Development Bonds for the benefit of Opportunity Village Foundation and Opportunity Village Association for Retarded Citizens - Ward 1 (Tarkanian)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division: Finance and Business Services

Amount:

Funding Source:

PURPOSE/BACKGROUND:

A portion of the Clark County Economic Development Bonds for Opportunity Village will be used to renovate a building located at 6300 W. Oakey Blvd., which is within the corporate limits of the City of Las Vegas, Nevada

RECOMMENDATION:

Staff recommends approval of this resolution.

BACKUP DOCUMENTATION:

Resolution No. R-74-2006

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

Summary - A resolution of support for the issuance of economic development revenue bonds by Clark County, Nevada for Opportunity Village Foundation.

RESOLUTION NO. R-74-2006

A RESOLUTION INDICATING THE CITY'S SUPPORT OF THE ISSUANCE BY CLARK COUNTY, NEVADA OF ECONOMIC DEVELOPMENT REVENUE BONDS FOR THE BENEFIT OF OPPORTUNITY VILLAGE FOUNDATION AND OPPORTUNITY VILLAGE ASSOCIATION FOR RETARDED CITIZENS.

WHEREAS, Clark County, Nevada (the "County") is authorized under the County Economic Development Revenue Bond Law, NRS 244A.669 through 244A.763 (the "Act") to issue bonds for the purpose of financing projects for corporations for public benefit and as further described in NRS 244A.689; and

WHEREAS, Opportunity Village Foundation, a Nevada nonprofit corporation and a corporation for public benefit as defined in NRS 244A.678 (the "Foundation"), has requested the County to assist in the financing of a project (the "Project") by the issuance of economic development revenue bonds under the Act in the maximum aggregate principal amount of \$30,000,000 (the "Bonds"); and

WHEREAS, the Project will be used as employment and training facilities, an arts and enrichment center and administrative offices operated to assist, train and employ intellectually handicapped adults; and

WHEREAS, the proceeds of the Bonds in an amount presently estimated to be \$1,220,000 will be used to finance the renovation and improvement of the existing administrative facilities used by the Foundation and Opportunity Village Association for Retarded Citizens, a Nevada nonprofit corporation ("Opportunity Village ARC" and together with the Foundation, "Opportunity Village"), the operating affiliate of the Foundation, located at 6300 W. Oakey Boulevard within the corporate limits of the City of Las Vegas, Nevada (the "City"); and

WHEREAS, the County's Economic Development Revenue Bond and Volume Cap Policy and Guidelines require that if a project to be financed by economic development revenue bonds of the County is located within the boundaries of an incorporated city, the beneficiary of

the financing must provide a resolution adopted by the city council of such city stating support for the issuance of bonds by the County to finance the project; and

WHEREAS, the City has reviewed the Application of the Foundation to the County requesting the issuance of the Bonds and the City Council desires to express its support for the issuance of the Bonds by the County to finance the portion of the project located in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

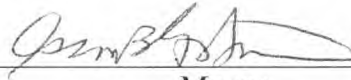
Section 1. The City Council hereby declares that it supports the issuance of the Bonds by the County for the financing, among other things, of the renovation and improvement of the existing administrative facilities of Opportunity Village located at 6300 W. Oakey Boulevard within the City.

Section 2. Nothing herein shall be construed as in any way committing or obligating the City to take any other steps to facilitate the Project. Nothing herein constitutes a City endorsement of the Project or a finding of the City that the Project is feasible or is in compliance with any laws or regulations, including land use, building regulations or other regulations of the City or any other governmental entity.

Section 3. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

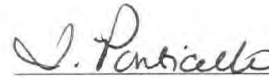
PASSED, ADOPTED AND APPROVED this October 18, 2006.



Mayor

(SEAL)

Attest:


City Clerk
Approved as to Form 10-5-06

STATE OF NEVADA)
)
COUNTY OF CLARK) SS.
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified and acting City Clerk of the City of Las Vegas, Nevada (the “City”), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of the resolution (the “Resolution”) passed and adopted by the City Council of the City (the “City Council”) at a regular meeting of the City Council held on October 18, 2006.

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 the City Council as follows:

Those Voting Aye:

Mayor: Oscar Goodman
Councilmembers: Gary Reese
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian

Those Voting Nay: None

Those Absent: Steven Ross

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 such 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 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

and

(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 resolution 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 the notice so given of the meeting of the City Council held on October 18, 2006 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this October 18, 2006.


City Clerk

(SEAL)

Exhibit A

(Attach Copy of Notice of Meeting)

City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

**COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)**

Facilities are provided throughout City Hall for 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.

October 18, 2006

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 CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – CHAPLIN STEVE SANSON, GREATER LAS VEGAS MARINE CORPS LEAGUE AND VETERAN FOREIGN WARS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF DOMESTIC VIOLENCE AWARENESS MONTH
7. RECOGNITION OF THE EMPLOYEE OF THE MONTH
8. RECOGNITION OF THE SENIOR OF THE QUARTER
9. RECOGNITION OF NATIONAL COMMUNITY PLANNING MONTH

BUSINESS ITEMS - MORNING

10. 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
11. Approval of the Final Minutes by reference of the regular City Council meeting of September 6, 2006

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

12. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security's State Homeland Security Program (SHSP) in the amount of \$215,338 - All Wards
13. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Urban Area Security Initiative (UASI) Grant Program in the amount of \$176,760 - All Wards
14. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Citizen Corps Grant Program (CCP) in the amount of \$221,818 - All Wards

FIELD OPERATIONS - CONSENT

15. Approval authorizing staff to apply for a Recreation and Public Purposes Lease from the Bureau of Land Management for approximately 5 acres of land for APN 125-18-601-032 located in the vicinity of Farm Road and Tee Pee Lane (\$100 - Real Estate/Rental of Land) - Ward 6 (Ross)
16. Approval of a Purchase and Sale Agreement whereby the Economic Opportunity Board of Clark County sells to the City of Las Vegas real property located at 951 E Street (\$850,000 plus closing costs - Affordable Housing/Acquisition Real Property) - Ward 5 (Weekly)
17. Approval of an Easement and Rights-of-Way from the City of Las Vegas to the Las Vegas Valley Water District to cancel and supersede the Easement and Rights-of-Way previously on record for drainage pipeline purposes to service APNs 125-21-701-011 and 125-21-601-009 commonly known as Centennial Hills Community Center located in the vicinity of Deer Springs Way and Buffalo Drive - Ward 6 (Ross)
18. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right of Entry previously on record and continue to allow Nevada Power Company access to the sites for electrical systems needs at 633 and 655 North Mojave Road, commonly known as the Fire Training Center and Animal Foundation of Nevada, APNs 139-25-405-008 and 139-25-801-004 - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of a Special Event License for Crofts & Miller, Inc., Location: Ice House Pub, 650 South Main Street, Dates: October 20 - 21 and November 17 - 18, 2006, Type: Special Event General, Event: Concert Series, Responsible Person In Charge: John Barrett - Ward 3 (Reese)
21. Approval of a Special Event License for St. Francis de Sales Catholic Church, Location: Church Campus, 1111 North Michael Way, Dates: October 22, 2006, Type: Special Event General, Event: Fourth Annual Int'l Carnival and Bazaar Fundraiser, Responsible Person In Charge: Norm Heter, Ward 5 (Weekly)
22. Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Meatheads, LLC, dba Meatheads 1, To: The Bunkhouse, LLC, dba Meatheads 1, 1121 South Decatur Boulevard, Suite 120, Charles J. Fox, Mgr, Mmbr, 100% - Ward 1 (Tarkanian)
23. Approval of Principal to Participate in Gaming Revenue for a Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Red Card, LLC, dba Convenience Super Store, 8490 Westcliff Drive, Murray L. Petersen, Mgr, Mmbr, 100% - Ward 2 (Wolfson)
24. Approval of a new Locksmith License subject to the provisions of the planning and fire codes,

Mega Locksmith, Inc., dba Mega Locksmith, Inc., 2800 West Sahara Avenue, Suite 1-K, Meir B. Hashalom, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

25. Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Assaf Cohen, dba Family Jiu-Jitsu, 3281 North Decatur Boulevard, Suite 170, Assaf Cohen, 100% - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

26. Approval of revision to Purchase Order No. 220558 for Annual Requirements Contract for Asphaltic Concrete Pavement Reconstruction - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$600,000 - General Fund)
27. Approval of revision to Purchase Order No. 218379 for Annual Requirements Contract for Asphalt Overlay - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$1,100,000 - General Fund)
28. Approval of Agreement No. 07-16514, Engineering Design Services Agreement for Hoover Avenue and Casino Center Boulevard Streetscape Improvements - Department of Public Works - Award recommended to: CARTER & BURGESS, INC. (\$308,988 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)
29. Approval of award of Modification No. 1 to Contract No. 060017 for Maintenance of Yucca Mountain Monitoring Program - Office of Administrative Services - Award recommended to: URBAN ENVIRONMENTAL RESEARCH, LLC (\$60,000 - Multipurpose Special Revenue Fund)
30. Approval of award of an Interlocal Agreement for a Wireless Assessment Study by and between the City of Las Vegas and County of Clark, Nevada - Department of Information Technologies - All Wards
31. Approval of award of Contract No. 060253 for a Wireless Assessment Study - Department of Information Technologies - Award recommended to: CIVITIUM, LLC (\$117,000 - Computer Services Internal Service Fund)
32. Approval of Agreement No. 07-16738, Engineering Design Services Agreement for Rancho Painted Desert Sewer Rehabilitation - Department of Public Works - Award recommended to: VPOINT/TRC (\$199,490 - Sanitation Enterprise Fund) - Ward 4 (Brown) and Ward 6 (Ross)
33. Approval of award of Agreement No. 070022 for Field Reporting Interface Software Licensing and Professional Services - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$429,053 - Detention and Enforcement Capital Projects Fund) - All Wards
34. Approval of award of Bid No. 06.1730.35-LED, Cheyenne Avenue Street Rehabilitation, Rampart Blvd. to Buffalo Drive to US 95 and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$3,198,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)
35. Approval of Agreement No. 070117 for a Blanket Professional Services Agreement associated with various construction related projects - Department of Public Works - Award recommended to HARRIS & ASSOCIATES (\$250,000 - Various Funds) - All Wards
36. Approval of Agreement No. 070115, Engineering Design Services Agreement for Cliff Shadows Parkway Improvements - Department of Public Works - Award recommended to: VTN NEVADA (\$344,018 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

HUMAN RESOURCES - CONSENT

37. Approval to contract with Health Plan of Nevada (HPN) for Health Maintenance Organization (HMO) services (\$2,305,000 - Self-insurance Internal Service Fund)
38. Approve the deferred compensation contracts with The Hartford, ICMA-RC, and Nationwide to include a loan provision
39. Approval to extend the contract with Southwest Administrators (SWA) for Third Party Administration Services (\$211,000 -Self-insurance Internal Service Fund)
40. Approval to renew the contract with Lumenos as administrator for Consumer Driven Health Care (\$610,000 - Self-insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

41. Approval of the Memorandum of Understanding (MOU) for the Homeownership for Educators Program between the Clark County School District (CCSD) and the city of Las Vegas - All Wards
42. Approval to enter into an Agreement for Quality Enhancement Programs and Services between the Economic Opportunity Board Community Action Partnership - Childcare Assistance Division (EOB-CCAD) and the City of Las Vegas to receive \$140,000 for the Parents As Learning Support program (PALS) - All Wards
43. Approval of the Parents As Learning Support (PALS) funding recommendations to allocate \$140,000 in State Grant Funds to 26 Clark County School District elementary schools within the city of Las Vegas for the implementation of programs to increase parent involvement in education - All Wards
44. Approval to allocate \$400,000 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II for the construction costs of Phase I of their affordable housing project located at Main and Owens - Ward 5 (Weekly)
45. Approval of Amendments to Caminar's Housing Opportunities for Persons with AIDS (HOPWA) Agreements for a total of \$60,000 in HOPWA grant funds for Housing Operations, Tenant-Based Rental Assistance and Supportive Services for Persons with HIV/AIDS - All Wards

PUBLIC WORKS - CONSENT

46. Approval of an Encroachment Request from Taney Engineering on behalf of Down the Road, LLC, owner (509 South 7th Street) - Ward 3 (Reese)
47. Approval of an Encroachment Request from Civilworks, Incorporated, on behalf of Citibank Nevada National Association, owner (Sahara Avenue west of Lake Sahara Drive) - Ward 2 (Wolfson)
48. Approval of an Encroachment Request from Dunnam Civil Engineers, Incorporated, on behalf of Durango and Centennial, LLC, owner (northwest corner of Durango Drive and Centennial Parkway) - Ward 6 (Ross)
49. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Red Rock Engineering on behalf of Acropolis Investments, Ltd., owner (south of Racel Street, east of Monte Cristo Way, APNs 125-10-404-001 and -002) - County (near Ward 6 - Ross)
50. Approval of Interlocal Contract LAS24D06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) for construction and construction management for Gowan Lone Mountain System - Branch 4 (\$4,902,407 - CCRFCDD) - Ward 6 (Ross)
51. Approval of Interlocal Contract 538 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering, right-of-way and construction of Fiscal Year 2006-2007 Traffic Capacity and Safety Improvement projects (\$5,250,000 - RTC) - All Wards
52. Approval of Interlocal Contract 539 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering and construction of half street improvements adjacent to Regional Flood Control Detention Basin projects - Fiscal Year 2006-2007 (\$500,000 - RTC) - All Wards
53. Approval of Interlocal Contract 543 between the City of Las Vegas and the Regional Transportation Commission (RTC) for a corridor study of Las Vegas Boulevard, Owens Avenue to I-515 (\$100,000 - RTC) - Ward 5 (Weekly)
54. Approval of a Bill of Sale to the Las Vegas Valley Water District for transfer of ownership of water distribution facilities installed in conjunction with the Elkhorn Overpass (US-95) - Ward 6 (Ross)

RESOLUTIONS - CONSENT

55. R-74-2006 - Approval of a resolution indicating the City of Las Vegas support of the issuance by Clark County, Nevada of Economic Development Bonds for the benefit of Opportunity Village Foundation and Opportunity Village Association for Retarded Citizens - Ward 1 (Tarkanian)
56. R-75-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement

- Districts and in certain other districts and providing other matters properly relating thereto - All Wards
57. R-76-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating there to - All Wards
58. R-77-2006 – Approval of a resolution supporting the White Pine County Conservation, Recreation and Development Action of 2006 that establish an expanded and improved Southern Nevada Public Land Management Act (SNPLMA) affordable housing program and that streamline SNPLMA funding for local parks and trails projects - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

59. Report from the City Manager on Emerging Issues
60. Report and possible action related to the Las Vegas Strategic Plan Priorities concerning “Promote healthy lifestyles for all segments of the community” and “Provide a safe environment for our residents, businesses and visitors using a community oriented approach” - All Wards
61. Report and possible action on an update of the City of Las Vegas Arts Commission Fiscal Year 2006-2007 Municipal Arts Plan

CITY ATTORNEY - DISCUSSION

62. Hearing, discussion and possible action concerning petition for rehearing in the matter of the Department of Finance and Business Services on behalf of the City of Las Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

63. Discussion and possible action regarding Temporary Approval of a Six-Month Review of a Supper Club License, Ajuua, Inc., dba Ajuua! Mexican Restaurant & Cantina, 2100 Fremont Street, Daniel R. Cardena, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)
64. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Tavern License, Nevada Receivership, LLC, dba Crazy Horse Too, 2476 Industrial Road, Michael J. Signorelli, Managing Mmbr, 100% - Ward 3 (Reese)
65. ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2955, 3290 South Fort Apache Road, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 125 - SUP-14684) - Ward 2 (Wolfson)
66. ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2990, 6390 West Lake Mead Boulevard, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 126 - SUP-14687) - Ward 6 (Ross)
67. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 1910 Village Center Circle, Suite 9, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
68. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 7290 West Lake Mead Boulevard, Suite 3, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 1 (Tarkanian)
69. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja

- Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 9310 West Sahara Avenue, Suite 1, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
70. Discussion and possible action regarding Temporary Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Wineaux, Inc., dba Vino 100, 7220 Azure Drive, Suite 120, Natalie E. Buster, Dir, Pres, Secy, 50% and Teresa J. Berry, Dir, Treas, 50% - Ward 6 (Ross)
 71. Discussion and possible action regarding a Six-Month Review of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots, Toma Herfi Incorporated, dba Durango Market, 6955 North Durango Boulevard, Suites 1113 & 1114, Samir Toma, Dir, Pres, 50% and Louie G. Herfi, Dir, Secy, Treas, 50% - Ward 6 (Ross)
 72. ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Package License and Restricted Gaming License for 7 Slots, Bock & Bock, dba Four Aces Emporium, From: 124 South 1st Street, To: 519 East St. Louis Avenue, Howard G. Bock, 50% jointly with spouse and Caryl E. Bock, 50% jointly with spouse (NOTE: Item to be heard in the afternoon session in conjunction with Item 128 - SUP-15442) - Ward 3 (Reese)
 73. Discussion and possible action regarding Temporary Approval of a new Tavern-limited License subject to the provisions of the planning and fire codes and Health Dept. regulations, Metro Relic, LLC, dba Kismet, 105 South Las Vegas Boulevard, Marianne Kain-Morane, Managing Mmbr and Jane Pike, Mmbr - Ward 5 (Weekly)
 74. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, MP Partners-Summerlin, LLC, dba Makino's Sushi Seafood Buffet & Lounge, 1225 South Fort Apache Road, Suite 100, Masako Ishitsuka, Mgr, Mbr, Masashi Endo, Mgr, Mmbr, PAC Consulting, Inc, Managing Mmbr, 50%, Masashi Endo, Pres, Las Vegas Kitchen, LLC, Managing Mmbr, 50%, Masako Ishitsuka, Mgr, Mmbr - Ward 2 (Wolfson)
 75. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes and Health Dept. regulations and approval by the Nevada Gaming Commission, From: L & I Properties, Inc., dba O'Aces Bar & Grill, Leonard B. Shapiro, Dir, Pres, Secy, Treas, 100%, To: Huntridge Shopping Center, LLC, dba O' Aces Bar & Grill, 3003 North Rainbow Boulevard, Paul L. Kellogg III, Mmbr, Mgr, 50% and Bert P. Woywod, Mmbr, Mgr, 50% - Ward 5 (Weekly)
 76. Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Supper Club License subject to the provisions of the planning codes, From: Props Mongolian Grill, LLC, dba Props Mongolian Grill, LLC (Non-Operational), Nicholas S. Kalair, Mmbr, 100%, To: Pumi Sahara Chinese Restaurant, LLC, dba Pumi Oriental Restaurant, 9026 West Sahara Avenue, Jae Soon An, Managing Mmbr, 50% and Pyong Chal An, Managing Mmbr, 50% (NOTE: Item to be heard in the afternoon session in conjunction with Item 108 - SUP-14190) - Ward 2 (Wolfson)
 77. Discussion and possible action regarding a new Temporary Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)
 78. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Nancy Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Nancy Evans, 50% - Ward 3 (Reese)

PUBLIC WORKS - DISCUSSION

79. Report on the status of the Regional Transportation Commission (RTC) Bus Rapid Transit

RESOLUTIONS - DISCUSSION

80. R-78-2006 - Discussion and possible action regarding a Resolution Repealing Resolution R-26-2003, Which Established a Judicial Selection Committee – All Wards
81. R-79-2006 - Discussion and possible action regarding a Resolution consenting to the undertakings

of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and the Lebovitz Family Trust, LLC, (Owner) and the Partch-Lebovitz Family Trust, LLC, (Owner) located at 235 North Eastern Avenue (APN 139-35-714-010) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to RDA Items 4 (RA-9-2006) and 5]

- 82. R-80-2006 - Discussion and possible action on a Resolution expressing opposition to the state ballot initiative known as the "Property Owners' Bill of Rights" - All Wards
- 83. R-81-2006 - Discussion and possible action regarding a Resolution adopting the city of Las Vegas Green Building Program - All Wards
- 84. R-82-2006 - Discussion and possible action on a Resolution expressing opposition to State Ballot Question No. 7, a proposed amendment to the Nevada Revised Statutes to allow and regulate the sale, use, and possession of marijuana
- 85. R-83-2006 - Discussion and possible action on a Resolution setting forth the policy of the City regarding the use of eminent domain to take private property for transfer to another for private commercial enterprise

BOARDS & COMMISSIONS - DISCUSSION

- 86. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2006
- 87. BOARD OF CIVIL SERVICE TRUSTEES – E. Lavonne Lewis, Term Expiration 11-8-2006
- 88. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Marjean Shea, Term Expiration 12-11-2008 (Resigned 8-8-2006)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

- 89. Bill No. 2006-55 – Annexation No. ANX-15018 – Property location: On the northwest corner of Craig Road and Tenaya Way; Petitioned by: Clayton Family Trust; Acreage: 1.39 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Larry Brown
- 90. Bill No. 2006-57 – Amends Ordinance No. 5834, relating to the annexation of property, to correct the legal description contained therein (General Location - the southwest corner of Charleston Boulevard and Lindell Road). Proposed by: M. Margo Wheeler, Director of Planning and Development
- 91. Bill No. 2006-58 – Updates and strengthens Municipal Code provisions so as to better discourage, detect and punish those who would drive under the influence of alcohol, controlled substances, chemicals, organic solvents, compounds or any combination of these. Sponsored by: Councilman Steve Wolfson

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.

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.

- 92. Bill No. 2006-59 – Establishes certain minimum community service requirements as part of the punishment for contributory delinquency or contributory neglect related to graffiti or property damage. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

93. 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

94. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 2745 Barrington Circle. PROPERTY OWNER: COUNTRYWIDE HOME LOANS INC – Ward 2 (Wolfson)
95. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 8248 Gunther Circle. PROPERTY OWNER: WILLIAM H. CHEEK, JR. – Ward 2 (Wolfson)
96. Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 4108 Roxanne Drive. PROPERTY OWNER: CHARLES HOWARD ADAMS - Ward 6 (Ross)
97. Hearing to review the conditions set by City Council regarding the Appeal to the Notice and Declaration of Chronic Nuisance located at 1616 S. Las Vegas Boulevard. PROPERTY OWNERS: COOK LIVING TRUST - C/O BROOKS ROBYNE J TRUST - C/O N COOK - Ward 3 (Reese)

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.

98. EOT-15236 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4506) THAT ALLOWED A PAWN SHOP at 6890 North Durango Drive (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
99. EOT-15238 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4507) THAT ALLOWED A FINANCIAL INSTITUTION, SPECIFIED adjacent to the northwest corner of Durango Drive and Dorrell Lane approximately 600 feet north of Dorrell Lane (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
100. EOT-15239 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4509) THAT ALLOWED SECOND HAND SALES adjacent to the northwest corner of Durango Drive and Dorrell Lane approximately 600 feet north of Dorrell Lane (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
101. EOT-16411 - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for an Extension of Time of an approved Rezoning (ZON-4635) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). Staff recommends APPROVAL
102. EOT-16402 - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for an Extension of Time of an approved Site Development Plan Review (SDR-4638) THAT ALLOWED AN OFFICE AND PARKING LOT on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), R-E (Residence Estates) Zone under Resolution of Intent to P-R (Professional Office and Parking) Zone, Ward 6

(Ross). Staff recommends APPROVAL

103. EOT-16475 - APPLICANT: SAM HAMIKA - OWNER: DI PROPERTIES, INC. - Request for an Extension of Time of an approved Rezoning (ZON-3371) FROM: C-V (CIVIC) TO: C-1 (LIMITED COMMERCIAL) on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road (APN 139-25-405-009), Ward 3 (Reese). Staff recommends APPROVAL
104. EOT-16574 - APPLICANT: TANEY ENGINEERING, INC. - OWNER: WILLIAM LYON HOMES, INC. - Request for an Extension of Time of an approved Variance (VAR-6930) THAT ALLOWED ZERO OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 125-26-707-005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL
105. EOT-16586 - APPLICANT: THE APARTMENT COMPANY - OWNER: RANCHO DEL SOL LLC - Request for an Extension of Time of an approved Variance (VAR-6681) THAT ALLOWED A REDUCTION OF MINIMUM LOT SIZE, SETBACKS AND DWELLING UNITS PER LOT on 3.42 acres at 1536 North 22nd Street and 1537 North 23rd Street (APNs 139-26-503-006 and 007), R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL
106. EOT-16588 - APPLICANT: THE APARTMENT COMPANY - OWNER: RANCHO DEL SOL LLC - Request for an Extension of Time of an approved Waiver (WVR-6682) OF TITLE 18.12.105 THAT ALLOWED A 14 FOOT PRIVATE DRIVE WIDTH WHERE 24 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A PRIVATE DRIVE LENGTH OF 665 FEET WHERE 200 IS THE MAXIMUM ALLOWED; AND A WAIVER OF TITLE 18.12.130 TO ALLOW A PRIVATE DRIVE, WHICH TERMINATES AT A LENGTH OF OVER 150 FEET TO NOT END WITH A CIRCULAR TURN AROUND OR EMERGENCY CRASH GATE on 3.42 acres at 1536 North 22nd Street and 1537 North 23rd Street (APNs 139-26-503-006 and 007), R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

107. MSP-15823 - PUBLIC HEARING - APPLICANT: WORLD MARKET CENTER - OWNER: WMCV PHASE 2, LLC, ET AL - Request for a Major Amendment to an approved Master Sign Plan (MSP-6344) FOR AN APPROVED BUSINESS PARK at 475 and 495 South Grand Central Parkway (APNs 139-33-610-011, 013 and 014), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
108. SUP-14190 - PUBLIC HEARING - APPLICANT: PYONG CHAL AN - OWNER: CANYON LAKES GLASER, LLC - Request for a Special Use Permit FOR THE CONVERSION OF AN EXISTING RESTAURANT TO A SUPPER CLUB at 9026 West Sahara Avenue (APN 163-05-410-004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 76. The Planning Commission (7-0 vote) and staff recommend APPROVAL
109. SUP-14973 - PUBLIC HEARING - APPLICANT: PYONG CHAL AN - OWNER: CANYON LAKES GLASER, LLC - Request for a Special Use Permit FOR A GENERAL BUSINESS-RELATED GAMING ESTABLISHMENT at 9026 West Sahara Avenue (APN 163-05-410-004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL
110. SUP-15788 - PUBLIC HEARING - APPLICANT: BENJAMA TAECHANARONG - OWNER: B.E. UNO, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RESTAURANT at 556 North Eastern Avenue, Suite H (APN 139-36-111-000), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
111. SUP-15840 - PUBLIC HEARING - APPLICANT: NOEL HERNANDEZ - OWNER: PAN

- PACIFIC RETAIL PROPERTIES, INC., ET AL - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RESTAURANT at 342 South Decatur Boulevard (APN 138-36-601-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
112. SDR-15762 - PUBLIC HEARING - APPLICANT: KGA ARCHITECTURE - OWNER: FIRST GOOD SHEPHERD EVANGELICAL LUTHERAN CHURCH OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 12,480 SQUARE-FOOT PRIVATE SCHOOL AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 0.85 acres at 312, 318, 324, and 330 South 13th Street (APNs 139-35-410-001 through 004), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
113. VAC-15514 - PUBLIC HEARING - APPLICANT: ROMANO REALTY - OWNER: RANCHO DRIVE-TULE SPRINGS ROAD LIMITED PARTNERSHIP - Petition to Vacate a 40-foot public right-of-way between Sky Pointe Drive and Elkhorn Road, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
114. VAC-15661 - PUBLIC HEARING - APPLICANT/OWNER: NERCES SARKIS HIMIDIAN LIVING TRUST - Petition to Vacate all portions of a radius corner generally located west of Hillside Place, south of Charleston Boulevard, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
115. GPA-14118 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request to amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: SC (SERVICE COMMERCIAL) AND M (MEDIUM DENSITY RESIDENTIAL) TO: PCD (PLANNED COMMUNITY DEVELOPMENT) on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote on a motion for approval) failed to obtain a super majority which is tantamount to DENIAL
116. ZON-14120 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL) AND R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) TO: PD (PLANNED DEVELOPMENT) on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010) [PROPOSED: PCD (Planned Community Development) Master Plan Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
117. VAR-14122 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Variance TO ALLOW PHASE ONE OF A TWO PHASE PROJECT TO PROVIDE 3,300 PARKING SPACES WHERE 3,585 ARE REQUIRED AND TO ALLOW THE COMPLETED PROJECT TO PROVIDE 3,894 SPACES WHERE 4,173 ARE REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
118. SDR-14114 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Site Development Plan Review FOR A PROPOSED MIXED-USE DEVELOPMENT, INCLUDING TWO EIGHT-STORY OFFICE BUILDINGS AND CONSISTING OF 186 RESIDENTIAL

- UNITS, 908,230 SQUARE FEET OF COMMERCIAL FLOOR AREA, AND TWO PARKING STRUCTURES on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
119. ZON-15031 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.80 acres approximately 300 feet north of Meade Avenue, 980 feet west of Rancho Drive (APN 162-08-201-005), Ward 1 (Tarkanian). The Planning Commission (4-2 vote) and staff recommend APPROVAL
120. SDR-15030 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO EXISTING STORAGE BUILDINGS TO A LIGHT MANUFACTURING FACILITY on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive (APN 162-08-201-005), R-1 (Single Family Residential) Zone [PROPOSED: C-M (Commercial/Industrial) Zone], Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
121. VAR-14313 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING TO HAVE A SETBACK OF 53 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. SDR-14311 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Site Development Plan Review FOR A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE REQUIREMENTS on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
123. SUP-13271 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: C.R.E.M. CORPORATION INC. - OWNER: TOFFY ENTERPRISES LLC. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.22 acres at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial) Ward 1 (Tarkanian). NOTE: As of August 6, 2006 this item is located in Ward 2 (Wolfson). Planning Commission (6-0 vote) and staff recommend APPROVAL
124. SUP-13362 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP - Appeal filed by the applicant on a denial by the Planning Commission of a request for a Special Use Permit FOR A 75 FOOT TALL, 20 FOOT X 24 FOOT OFF-PREMISE ADVERTISING SIGN (BILLBOARD) at 1112 South Martin L. King Boulevard (APN 162-04-501-005), C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
125. SUP-14684 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 3290 South Fort Apache Road (APN 163-08-421-004), C-1 (Limited Commercial), Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 65. The Planning Commission (7-0 vote) and staff recommend APPROVAL
126. SUP-14687 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SENIP CVS, L.L.C. DBA CVS PHARMACY 2990 - OWNER: CVS 2990 LAS VEGAS, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-

- SALE on 1.55 acres at 6391 West Lake Mead Boulevard (APN 138-23-720-005), C-1 (Limited Commercial), Ward 6 (Ross). NOTE: As of August 6, 2006 this item is located in Ward 5 (Weekly). NOTE: To be heard in conjunction with Morning Session Item 66. The Planning Commission (7-0 vote) and staff recommend APPROVAL
127. SUP-15413 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ILAN CERVIN - OWNER: MARK ORCHARD - Request for a Special Use Permit FOR MOTOR VEHICLE SALES (USED) on 0.37 acres at 1515 Industrial Road (APN 162-04-608-005), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
128. SUP-15442 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BF TRUST - Request for a Special Use Permit FOR A PROPOSED PACKAGE LIQUOR OFF-SALE ESTABLISHMENT at 519 St. Louis Avenue (APN 162-03-311-017), C-1 (Limited Commercial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 72. Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL
129. RQR-15420 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RAMZI SULIMAN - OWNER: 3140 VALLEY VIEW, LLC - Required Six Month Review of an approved Special Use Permit (SUP-7359) THAT ALLOWED A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), Ward 1 (Tarkanian). Staff recommends APPROVAL
130. RQR-13791 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: McELHOSE TRUST - Required Two Year Review of an approved Special Use Permit (U-0006-90) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1535 North Eastern Avenue (APN 139-26-505-004), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). NOTE: As of August 6, 2006 this item is located in Ward 3 (Reese). The Planning Commission (3-2 vote) and staff recommend APPROVAL
131. RQR-13989 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: CITY PARKWAY IV A, INC. - Required Two-Year Review of an approved Special Use Permit (U-0238-91) WHICH ALLOWED A 50-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the south side of Oran K. Gragson Highway (U.S. 95) between "F" Street and Main Street (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
132. RQR-15054 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: ECT HOLDINGS, LLC - Required Five Year Review of an approved Variance (V-0068-90) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 290 FEET FROM AN EXISTING BILLBOARD WHERE 300 FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED at 1200 East Charleston Boulevard (APN 162-02-110-014), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
133. ZON-14344 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
134. VAR-15323 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 35 FEET WHERE A 63-FOOT SETBACK IS THE MINIMUM REQUIRED IN THE SIDE YARD on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Plannig Commission (7-0 vote) and staff recommend DENIAL
135. SDR-14353 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Site Development Plan Review FOR A PROPOSED 16-UNIT TOWNHOUSE COMPLEX AND

- WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
136. ZON-15410 - PUBLIC HEARING - APPLICANT/OWNER: WHITE HILLS PARADISE, LLC - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.22 acres at 1909 Weldon Place (APN 162-03-312-007), Ward 3 (Reese). The Planning Commission (5-1-1 vote) recommends DENIAL. Staff recommends APPROVAL
137. VAR-14139 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS ALBERTO CODARINI - Request for a Variance TO ALLOW A FIVE-FOOT SIDE YARD SETBACK WHERE A SETBACK OF 10 FEET IS THE MINIMUM SETBACK REQUIRED AND A FIVE-FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 0.17 acres at 2400 Hinkle Drive (APN 139-26-508-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
138. SDR-14137 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS ALBERTO CODARINI - Request for a Site Development Plan Review FOR A PROPOSED 1,880 SQUARE-FOOT OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 0.17 acres at 2400 Hinkle Drive (APN 139-26-508-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
139. VAR-15455 - PUBLIC HEARING - APPLICANT/OWNER: MICAELA MARTINEZ - Request for a Variance TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE WITH A STREETSIDE SETBACK OF 3 FEET WHERE 9 FEET 2 INCHES ARE REQUIRED on 0.17 acres at 2222 Mesquite Avenue (APN 139-35-512-036), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-2 vote) and staff recommend DENIAL
140. VAR-15657 - PUBLIC HEARING - APPLICANT/OWNER: IAN ROBINS - Request for a Variance TO ALLOW A REAR YARD SETBACK OF SEVEN FEET WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED ROOM ADDITION at 831 Park Paseo (APN 162-03-511-016), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
141. SUP-15347 - PUBLIC HEARING - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM OTHER FINANCIAL INSTITUTIONS, SPECIFIED at 7591 Washington Avenue, Suites 140 and 150 (APN 138-27-301-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: The correct applicant is Jim Marchesi/Check City and the correct owner is Buffalo Washington III. Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
142. SDR-15747 - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 31,126 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 8.55 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive (a portion of APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
143. SDR-15766 - PUBLIC HEARING - APPLICANT/OWNER: COUNTY OF CLARK - Request for a Site Development Plan Review FOR A PROPOSED PUBLIC PARK on approximately 13.3 acres at the southeast corner of Carey Avenue and Comstock Drive (a portion of APN 139-21-102-013), R-E (Residence Estates) Zone and R-MHP (Residential Mobile/Manufactured Home Park) Zone under Resolution of Intent to C-V (Civic) Zone and C-V (Civic) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

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

CITIZENS PARTICIPATION

145. 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
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue



CITY COUNCIL MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS
October 18, 2006
9:00 AM

ADDENDUM:

62a. Discussion and possible action to direct staff to prepare a response to the City Council addressing concerns raised in the legal analysis and opinion relating to the Royal Links Golf Course prepared by Senn Meulemans, LLP, including, but not limited to development of a Best Practices Policy addressing public purpose doctrine, full communication issues, whistleblower rules, and centralization of information and other matters relating thereto

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-75-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division: Finance and Business Services

Amount:

Funding Source:

PURPOSE/BACKGROUND:

NRS 271.545 states that when an assessment or installment becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-75-2006

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

RESOLUTION NO. R-75-2006

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos. 404, 707, 808, 809, and various other districts as identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410. The sale shall take place at 2:00 p.m. on January 30, 2007 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on January 30, 2007, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 404, 707, 808, 809, and various others to the City of Las Vegas:

<u>Name of Owner</u>	<u>Description of Property</u>	<u>District No.</u>	<u>Total Amount Due to Date of Sale*</u>
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[insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.]

* Includes the whole assessment, accrued interest upon the whole amount of unpaid principal to the date of delinquency, interest upon unpaid principal and accrued interest from the date of delinquency to January 30, 2007 at rate not exceeding 2 percent per month, penalties and collection costs, including attorney's fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made.

A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

PLEASE TAKE NOTICE that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. **Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale.** Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of October 18, 2006.

/s/ MARK R. VINCENT
Director of Finance & Business Services/
City Treasurer

*Insert in mailed notice only.

(End of Form of Notice of Sale)

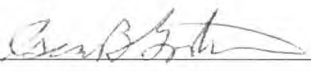
Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this October 18, 2006

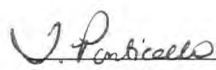


Mayor

(SEAL)



City Clerk

 10/4/06

Approved as to Form

STATE OF NEVADA)
 :SS.
CITY OF LAS VEGAS)

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

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on October 18, 2006.

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 the Council as follows:

Those Voting Aye:	Oscar Goodman Gary Reese Larry Brown Lawrence Weekly Lois Tarkanian
-------------------	---

Those Voting Nay:	None
-------------------	------

Those Absent:	Steven D. Ross
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3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the 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 Council, to wit:

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

and

- (b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the 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.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda,

except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on October 18, 2006.

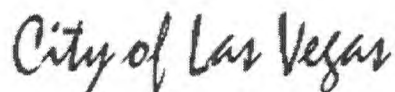
is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this October 18, 2006.


City Clerk

(SEAL)

EXHIBIT A
(Attach Notice and Agenda of Meeting)



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),
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

Facilities are provided throughout City Hall for 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.

October 18, 2006

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 CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – CHAPLIN STEVE SANSON, GREATER LAS VEGAS MARINE CORPS LEAGUE AND VETERAN FOREIGN WARS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF DOMESTIC VIOLENCE AWARENESS MONTH
7. RECOGNITION OF THE EMPLOYEE OF THE MONTH
8. RECOGNITION OF THE SENIOR OF THE QUARTER
9. RECOGNITION OF NATIONAL COMMUNITY PLANNING MONTH

BUSINESS ITEMS - MORNING

10. 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
11. Approval of the Final Minutes by reference of the regular City Council meeting of September 6, 2006

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

12. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security's State Homeland Security Program (SHSP) in the amount of \$215,338 - All Wards
13. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Urban Area Security Initiative (UASI) Grant Program in the amount of \$176,760 - All Wards
14. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Citizen Corps Grant Program (CCP) in the amount of \$221,818 - All Wards

FIELD OPERATIONS - CONSENT

15. Approval authorizing staff to apply for a Recreation and Public Purposes Lease from the Bureau of Land Management for approximately 5 acres of land for APN 125-18-601-032 located in the vicinity of Farm Road and Tee Pee Lane (\$100 - Real Estate/Rental of Land) - Ward 6 (Ross)
16. Approval of a Purchase and Sale Agreement whereby the Economic Opportunity Board of Clark County sells to the City of Las Vegas real property located at 951 E Street (\$850,000 plus closing costs - Affordable Housing/Acquisition Real Property) - Ward 5 (Weekly)
17. Approval of an Easement and Rights-of-Way from the City of Las Vegas to the Las Vegas Valley Water District to cancel and supersede the Easement and Rights-of-Way previously on record for drainage pipeline purposes to service APNs 125-21-701-011 and 125-21-601-009 commonly known as Centennial Hills Community Center located in the vicinity of Deer Springs Way and Buffalo Drive - Ward 6 (Ross)
18. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right of Entry previously on record and continue to allow Nevada Power Company access to the sites for electrical systems needs at 633 and 655 North Mojave Road, commonly known as the Fire Training Center and Animal Foundation of Nevada, APNs 139-25-405-008 and 139-25-801-004 - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of a Special Event License for Crofts & Miller, Inc., Location: Ice House Pub, 650 South Main Street, Dates: October 20 - 21 and November 17 - 18, 2006, Type: Special Event General, Event: Concert Series, Responsible Person In Charge: John Barrett - Ward 3 (Reese)
21. Approval of a Special Event License for St. Francis de Sales Catholic Church, Location: Church Campus, 1111 North Michael Way, Dates: October 22, 2006, Type: Special Event General, Event: Fourth Annual Int'l Carnival and Bazaar Fundraiser, Responsible Person In Charge: Norm Heter, Ward 5 (Weekly)
22. Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Meatheads, LLC, dba Meatheads 1, To: The Bunkhouse, LLC, dba Meatheads 1, 1121 South Decatur Boulevard, Suite 120, Charles J. Fox, Mgr, Mmbr, 100% - Ward 1 (Tarkanian)
23. Approval of Principal to Participate in Gaming Revenue for a Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Red Card, LLC, db at Convenience Super Store, 8490 Westcliff Drive, Murray L. Petersen, Mgr, Mmbr, 100% - Ward 2 (Wolfson)
24. Approval of a new Locksmith License subject to the provisions of the planning and fire codes,

Mega Locksmith, Inc., dba Mega Locksmith, Inc., 2800 West Sahara Avenue, Suite 1-K, Meir B. Hashalom, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

25. Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Assaf Cohen, dba Family Jiu-Jitsu, 3281 North Decatur Boulevard, Suite 170, Assaf Cohen, 100% - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

26. Approval of revision to Purchase Order No. 220558 for Annual Requirements Contract for Asphaltic Concrete Pavement Reconstruction - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$600,000 - General Fund)
27. Approval of revision to Purchase Order No. 218379 for Annual Requirements Contract for Asphalt Overlay - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$1,100,000 - General Fund)
28. Approval of Agreement No. 07-16514, Engineering Design Services Agreement for Hoover Avenue and Casino Center Boulevard Streetscape Improvements - Department of Public Works - Award recommended to: CARTER & BURGESS, INC. (\$308,988 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)
29. Approval of award of Modification No. 1 to Contract No. 060017 for Maintenance of Yucca Mountain Monitoring Program - Office of Administrative Services - Award recommended to: URBAN ENVIRONMENTAL RESEARCH, LLC (\$60,000 - Multipurpose Special Revenue Fund)
30. Approval of award of an Interlocal Agreement for a Wireless Assessment Study by and between the City of Las Vegas and County of Clark, Nevada - Department of Information Technologies - All Wards
31. Approval of award of Contract No. 060253 for a Wireless Assessment Study - Department of Information Technologies - Award recommended to: CIVITIUM, LLC (\$117,000 - Computer Services Internal Service Fund)
32. Approval of Agreement No. 07-16738, Engineering Design Services Agreement for Rancho Painted Desert Sewer Rehabilitation - Department of Public Works - Award recommended to: VPOINT/TRC (\$199,490 - Sanitation Enterprise Fund) - Ward 4 (Brown) and Ward 6 (Ross)
33. Approval of award of Agreement No. 070022 for Field Reporting Interface Software Licensing and Professional Services - Department of Detention and Enforcement - Award recommended to MOTOROLA, INC. (\$429,053 - Detention and Enforcement Capital Projects Fund) - All Wards
34. Approval of award of Bid No. 06.1730.35-LED, Cheyenne Avenue Street Rehabilitation, Rampart Blvd. to Buffalo Drive to US 95 and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$3,198,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)
35. Approval of Agreement No. 070117 for a Blanket Professional Services Agreement associated with various construction related projects - Department of Public Works - Award recommended to HARRIS & ASSOCIATES (\$250,000 - Various Funds) - All Wards
36. Approval of Agreement No. 070115, Engineering Design Services Agreement for Cliff Shadows Parkway Improvements - Department of Public Works - Award recommended to: VTN NEVADA (\$344,018 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

HUMAN RESOURCES - CONSENT

37. Approval to contract with Health Plan of Nevada (HPN) for Health Maintenance Organization (HMO) services (\$2,305,000 - Self-insurance Internal Service Fund)
38. Approve the deferred compensation contracts with The Hartford, ICMA-RC, and Nationwide to include a loan provision
39. Approval to extend the contract with Southwest Administrators (SWA) for Third Party Administration Services (\$211,000 - Self-insurance Internal Service Fund)
40. Approval to renew the contract with Lumenos as administrator for Consumer Driven Health Care (\$610,000 - Self-insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

41. Approval of the Memorandum of Understanding (MOU) for the Homeownership for Educators Program between the Clark County School District (CCSD) and the city of Las Vegas - All Wards
42. Approval to enter into an Agreement for Quality Enhancement Programs and Services between the Economic Opportunity Board Community Action Partnership - Childcare Assistance Division (EOB-CCAD) and the City of Las Vegas to receive \$140,000 for the Parents As Learning Support program (PALS) - All Wards
43. Approval of the Parents As Learning Support (PALS) funding recommendations to allocate \$140,000 in State Grant Funds to 26 Clark County School District elementary schools within the city of Las Vegas for the implementation of programs to increase parent involvement in education - All Wards
44. Approval to allocate \$400,000 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II for the construction costs of Phase I of their affordable housing project located at Main and Owens - Ward 5 (Weekly)
45. Approval of Amendments to Caminar's Housing Opportunities for Persons with AIDS (HOPWA) Agreements for a total of \$60,000 in HOPWA grant funds for Housing Operations, Tenant-Based Rental Assistance and Supportive Services for Persons with HIV/AIDS - All Wards

PUBLIC WORKS - CONSENT

46. Approval of an Encroachment Request from Taney Engineering on behalf of Down the Road, LLC, owner (509 South 7th Street) - Ward 3 (Reese)
47. Approval of an Encroachment Request from Civilworks, Incorporated, on behalf of Citibank Nevada National Association, owner (Sahara Avenue west of Lake Sahara Drive) - Ward 2 (Wolfson)
48. Approval of an Encroachment Request from Dunnam Civil Engineers, Incorporated, on behalf of Durango and Centennial, LLC, owner (northwest corner of Durango Drive and Centennial Parkway) - Ward 6 (Ross)
49. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Red Rock Engineering on behalf of Acropolis Investments, Ltd., owner (south of Racel Street, east of Monte Cristo Way, APNs 125-10-404-001 and -002) - County (near Ward 6 - Ross)
50. Approval of Interlocal Contract LAS24D06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) for construction and construction management for Gowan Lone Mountain System - Branch 4 (\$4,902,407 - CCRFC) - Ward 6 (Ross)
51. Approval of Interlocal Contract 538 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering, right-of-way and construction of Fiscal Year 2006-2007 Traffic Capacity and Safety Improvement projects (\$5,250,000 - RTC) - All Wards
52. Approval of Interlocal Contract 539 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering and construction of half street improvements adjacent to Regional Flood Control Detention Basin projects - Fiscal Year 2006-2007 (\$500,000 - RTC) - All Wards
53. Approval of Interlocal Contract 543 between the City of Las Vegas and the Regional Transportation Commission (RTC) for a corridor study of Las Vegas Boulevard, Owens Avenue to I-515 (\$100,000 - RTC) - Ward 5 (Weekly)
54. Approval of a Bill of Sale to the Las Vegas Valley Water District for transfer of ownership of water distribution facilities installed in conjunction with the Elkhorn Overpass (US-95) - Ward 6 (Ross)

RESOLUTIONS - CONSENT

55. R-74-2006 - Approval of a resolution indicating the City of Las Vegas support of the issuance by Clark County, Nevada of Economic Development Bonds for the benefit of Opportunity Village Foundation and Opportunity Village Association for Retarded Citizens - Ward 1 (Tarkanian)
56. R-75-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement

- Districts and in certain other districts and providing other matters properly relating thereto - All Wards
57. R-76-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating there to - All Wards
 58. R-77-2006 - Approval of a resolution supporting the White Pine County Conservation, Recreation and Development Action of 2006 that establish an expanded and improved Southern Nevada Public Land Management Act (SNPLMA) affordable housing program and that streamline SNPLMA funding for local parks and trails projects - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

59. Report from the City Manager on Emerging Issues
60. Report and possible action related to the Las Vegas Strategic Plan Priorities concerning "Promote healthy lifestyles for all segments of the community" and "Provide a safe environment for our residents, businesses and visitors using a community oriented approach" - All Wards
61. Report and possible action on an update of the City of Las Vegas Arts Commission Fiscal Year 2006-2007 Municipal Arts Plan

CITY ATTORNEY - DISCUSSION

62. Hearing, discussion and possible action concerning petition for rehearing in the matter of the Department of Finance and Business Services on behalf of the City of Las Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

63. Discussion and possible action regarding Temporary Approval of a Six-Month Review of a Supper Club License, Ajuua, Inc., dba Ajuua! Mexican Restaurant & Cantina, 2100 Fremont Street, Daniel R. Cardena, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)
64. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Tavern License, Nevada Receivership, LLC, dba Crazy Horse Too, 2476 Industrial Road, Michael J. Signorelli, Managing Mmbr, 100% - Ward 3 (Reese)
65. ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2955, 3290 South Fort Apache Road, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 125 - SUP-14684) - Ward 2 (Wolfson)
66. ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2990, 6390 West Lake Mead Boulevard, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 126 - SUP-14687) - Ward 6 (Ross)
67. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 1910 Village Center Circle, Suite 9, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
68. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 7290 West Lake Mead Boulevard, Suite 3, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 1 (Tarkanian)
69. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja

- Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 9310 West Sahara Avenue, Suite 1, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
70. Discussion and possible action regarding Temporary Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Wineaux, Inc., dba Vino 100, 7220 Azure Drive, Suite 120, Natalie E. Buster, Dir, Pres, Secy, 50% and Teresa J. Berry, Dir, Treas, 50% - Ward 6 (Ross)
 71. Discussion and possible action regarding a Six-Month Review of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots, Toma Herfi Incorporated, dba Durango Market, 6955 North Durango Boulevard, Suites 1113 & 1114, Samir Toma, Dir, Pres, 50% and Louie G. Herfi, Dir, Secy, Treas, 50% - Ward 6 (Ross)
 72. ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Package License and Restricted Gaming License for 7 Slots, Bock & Bock, dba Four Aces Emporium, From: 124 South 1st Street, To: 519 East St. Louis Avenue, Howard G. Bock, 50% jointly with spouse and Caryl E. Bock, 50% jointly with spouse (NOTE: Item to be heard in the afternoon session in conjunction with Item 128 - SUP-15442) - Ward 3 (Reese)
 73. Discussion and possible action regarding Temporary Approval of a new Tavern-limited License subject to the provisions of the planning and fire codes and Health Dept. regulations, Metro Relic, LLC, dba Kismet, 105 South Las Vegas Boulevard, Marianne Kain-Morane, Managing Mmbr and Jane Pike, Mmbr - Ward 5 (Weekly)
 74. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, MP Partners-Summerlin, LLC, dba Makino's Sushi Seafood Buffet & Lounge, 1225 South Fort Apache Road, Suite 100, Masako Ishitsuka, Mgr, Mbr, Masashi Endo, Mgr, Mmbr, PAC Consulting, Inc, Managing Mmbr, 50%, Masashi Endo, Pres, Las Vegas Kitchen, LLC, Managing Mmbr, 50%, Masako Ishitsuka, Mgr, Mmbr - Ward 2 (Wolfson)
 75. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes and Health Dept. regulations and approval by the Nevada Gaming Commission, From: L & I Properties, Inc., dba O'Aces Bar & Grill, Leonard B. Shapiro, Dir, Pres, Secy, Treas, 100%, To: Huntridge Shopping Center, LLC, dba O' Aces Bar & Grill, 3003 North Rainbow Boulevard, Paul L. Kellogg III, Mmbr, Mgr, 50% and Bert P. Woywod, Mmbr, Mgr, 50% - Ward 5 (Weekly)
 76. Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Supper Club License subject to the provisions of the planning codes, From: Props Mongolian Grill, LLC, dba Props Mongolian Grill, LLC (Non-Operational), Nicholas S. Kalair, Mmbr, 100%, To: Pumi Sahara Chinese Restaurant, LLC, dba Pumi Oriental Restaurant, 9026 West Sahara Avenue, Jae Soon An, Managing Mmbr, 50% and Pyong Chal An, Managing Mmbr, 50% (NOTE: Item to be heard in the afternoon session in conjunction with Item 108 - SUP-14190) - Ward 2 (Wolfson)
 77. Discussion and possible action regarding a new Temporary Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)
 78. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Nancy Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Nancy Evans, 50% - Ward 3 (Reese)

PUBLIC WORKS - DISCUSSION

79. Report on the status of the Regional Transportation Commission (RTC) Bus Rapid Transit

RESOLUTIONS - DISCUSSION

80. R-78-2006 - Discussion and possible action regarding a Resolution Repealing Resolution R-26-2003, Which Established a Judicial Selection Committee – All Wards
81. R-79-2006 - Discussion and possible action regarding a Resolution consenting to the undertakings

of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and the Lebovitz Family Trust, LLC, (Owner) and the Partch-Lebovitz Family Trust, LLC, (Owner) located at 235 North Eastern Avenue (APN 139-35-714-010) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to RDA Items 4 (RA-9-2006) and 5]

82. R-80-2006 - Discussion and possible action on a Resolution expressing opposition to the state ballot initiative known as the "Property Owners' Bill of Rights" - All Wards
83. R-81-2006 - Discussion and possible action regarding a Resolution adopting the city of Las Vegas Green Building Program - All Wards
84. R-82-2006 - Discussion and possible action on a Resolution expressing opposition to State Ballot Question No. 7, a proposed amendment to the Nevada Revised Statutes to allow and regulate the sale, use, and possession of marijuana
85. R-83-2006 - Discussion and possible action on a Resolution setting forth the policy of the City regarding the use of eminent domain to take private property for transfer to another for private commercial enterprise

BOARDS & COMMISSIONS - DISCUSSION

86. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2006
87. BOARD OF CIVIL SERVICE TRUSTEES – E. Lavonne Lewis, Term Expiration 11-8-2006
88. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Marjean Shea, Term Expiration 12-11-2008 (Resigned 8-8-2006)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

89. Bill No. 2006-55 – Annexation No. ANX-15018 – Property location: On the northwest corner of Craig Road and Tenaya Way; Petitioned by: Clayton Family Trust; Acreage: 1.39 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Larry Brown
90. Bill No. 2006-57 – Amends Ordinance No. 5834, relating to the annexation of property, to correct the legal description contained therein (General Location - the southwest corner of Charleston Boulevard and Lindell Road). Proposed by: M. Margo Wheeler, Director of Planning and Development
91. Bill No. 2006-58 – Updates and strengthens Municipal Code provisions so as to better discourage, detect and punish those who would drive under the influence of alcohol, controlled substances, chemicals, organic solvents, compounds or any combination of these. Sponsored by: Councilman Steve Wolfson

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.

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.

92. Bill No. 2006-59 – Establishes certain minimum community service requirements as part of the punishment for contributory delinquency or contributory neglect related to graffiti or property damage. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

93. 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

94. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 2745 Barrington Circle. PROPERTY OWNER: COUNTRYWIDE HOME LOANS INC – Ward 2 (Wolfson)
95. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 8248 Gunther Circle. PROPERTY OWNER: WILLIAM H. CHEEK, JR. – Ward 2 (Wolfson)
96. Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 4108 Roxanne Drive. PROPERTY OWNER: CHARLES HOWARD ADAMS - Ward 6 (Ross)
97. Hearing to review the conditions set by City Council regarding the Appeal to the Notice and Declaration of Chronic Nuisance located at 1616 S. Las Vegas Boulevard. PROPERTY OWNERS: COOK LIVING TRUST - C/O BROOKS ROBYNE J TRUST - C/O N COOK - Ward 3 (Reese)

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.

98. EOT-15236 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4506) THAT ALLOWED A PAWN SHOP at 6890 North Durango Drive (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
99. EOT-15238 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4507) THAT ALLOWED A FINANCIAL INSTITUTION, SPECIFIED adjacent to the northwest corner of Durango Drive and Dorrell Lane approximately 600 feet north of Dorrell Lane (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
100. EOT-15239 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4509) THAT ALLOWED SECOND HAND SALES adjacent to the northwest corner of Durango Drive and Dorrell Lane approximately 600 feet north of Dorrell Lane (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
101. EOT-16411 - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for an Extension of Time of an approved Rezoning (ZON-4635) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). Staff recommends APPROVAL
102. EOT-16402 - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for an Extension of Time of an approved Site Development Plan Review (SDR-4638) THAT ALLOWED AN OFFICE AND PARKING LOT on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), R-E (Residence Estates) Zone under Resolution of Intent to P-R (Professional Office and Parking) Zone, Ward 6

(Ross). Staff recommends APPROVAL

103. EOT-16475 - APPLICANT: SAM HAMIKA - OWNER: DI PROPERTIES, INC. - Request for an Extension of Time of an approved Rezoning (ZON-3371) FROM: C-V (CIVIC) TO: C-1 (LIMITED COMMERCIAL) on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road (APN 139-25-405-009), Ward 3 (Reese). Staff recommends APPROVAL
104. EOT-16574 - APPLICANT: TANEY ENGINEERING, INC. - OWNER: WILLIAM LYON HOMES, INC. - Request for an Extension of Time of an approved Variance (VAR-6930) THAT ALLOWED ZERO OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 125-26-707-005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL
105. EOT-16586 - APPLICANT: THE APARTMENT COMPANY - OWNER: RANCHO DEL SOL LLC - Request for an Extension of Time of an approved Variance (VAR-6681) THAT ALLOWED A REDUCTION OF MINIMUM LOT SIZE, SETBACKS AND DWELLING UNITS PER LOT on 3.42 acres at 1536 North 22nd Street and 1537 North 23rd Street (APNs 139-26-503-006 and 007), R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL
106. EOT-16588 - APPLICANT: THE APARTMENT COMPANY - OWNER: RANCHO DEL SOL LLC - Request for an Extension of Time of an approved Waiver (WVR-6682) OF TITLE 18.12.105 THAT ALLOWED A 14 FOOT PRIVATE DRIVE WIDTH WHERE 24 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A PRIVATE DRIVE LENGTH OF 665 FEET WHERE 200 IS THE MAXIMUM ALLOWED; AND A WAIVER OF TITLE 18.12.130 TO ALLOW A PRIVATE DRIVE, WHICH TERMINATES AT A LENGTH OF OVER 150 FEET TO NOT END WITH A CIRCULAR TURN AROUND OR EMERGENCY CRASH GATE on 3.42 acres at 1536 North 22nd Street and 1537 North 23rd Street (APNs 139-26-503-006 and 007), R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

107. MSP-15823 - PUBLIC HEARING - APPLICANT: WORLD MARKET CENTER - OWNER: WMCV PHASE 2, LLC, ET AL - Request for a Major Amendment to an approved Master Sign Plan (MSP-6344) FOR AN APPROVED BUSINESS PARK at 475 and 495 South Grand Central Parkway (APNs 139-33-610-011, 013 and 014), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
108. SUP-14190 - PUBLIC HEARING - APPLICANT: PYONG CHAL AN - OWNER: CANYON LAKES GLASER, LLC - Request for a Special Use Permit FOR THE CONVERSION OF AN EXISTING RESTAURANT TO A SUPPER CLUB at 9026 West Sahara Avenue (APN 163-05-410-004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 76. The Planning Commission (7-0 vote) and staff recommend APPROVAL
109. SUP-14973 - PUBLIC HEARING - APPLICANT: PYONG CHAL AN - OWNER: CANYON LAKES GLASER, LLC - Request for a Special Use Permit FOR A GENERAL BUSINESS-RELATED GAMING ESTABLISHMENT at 9026 West Sahara Avenue (APN 163-05-410-004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL
110. SUP-15788 - PUBLIC HEARING - APPLICANT: BENJAMA TAECHANARONG - OWNER: B.E. UNO, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RESTAURANT at 556 North Eastern Avenue, Suite H (APN 139-36-111-000), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
111. SUP-15840 - PUBLIC HEARING - APPLICANT: NOEL HERNANDEZ - OWNER: PAN

- PACIFIC RETAIL PROPERTIES, INC., ET AL - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RESTAURANT at 342 South Decatur Boulevard (APN 138-36-601-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
112. SDR-15762 - PUBLIC HEARING - APPLICANT: KGA ARCHITECTURE - OWNER: FIRST GOOD SHEPHERD EVANGELICAL LUTHERAN CHURCH OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 12,480 SQUARE-FOOT PRIVATE SCHOOL AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 0.85 acres at 312, 318, 324, and 330 South 13th Street (APNs 139-35-410-001 through 004), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
113. VAC-15514 - PUBLIC HEARING - APPLICANT: ROMANO REALTY - OWNER: RANCHO DRIVE-TULE SPRINGS ROAD LIMITED PARTNERSHIP - Petition to Vacate a 40-foot public right-of-way between Sky Pointe Drive and Elkhorn Road, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
114. VAC-15661 - PUBLIC HEARING - APPLICANT/OWNER: NERCES SARKIS HIMIDIAN LIVING TRUST - Petition to Vacate all portions of a radius corner generally located west of Hillside Place, south of Charleston Boulevard, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
115. GPA-14118 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request to amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: SC (SERVICE COMMERCIAL) AND M (MEDIUM DENSITY RESIDENTIAL) TO: PCD (PLANNED COMMUNITY DEVELOPMENT) on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote on a motion for approval) failed to obtain a super majority which is tantamount to DENIAL
116. ZON-14120 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL) AND R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) TO: PD (PLANNED DEVELOPMENT) on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010) [PROPOSED: PCD (Planned Community Development) Master Plan Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
117. VAR-14122 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Variance TO ALLOW PHASE ONE OF A TWO PHASE PROJECT TO PROVIDE 3,300 PARKING SPACES WHERE 3,585 ARE REQUIRED AND TO ALLOW THE COMPLETED PROJECT TO PROVIDE 3,894 SPACES WHERE 4,173 ARE REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
118. SDR-14114 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Site Development Plan Review FOR A PROPOSED MIXED-USE DEVELOPMENT, INCLUDING TWO EIGHT-STORY OFFICE BUILDINGS AND CONSISTING OF 186 RESIDENTIAL

- UNITS, 908,230 SQUARE FEET OF COMMERCIAL FLOOR AREA, AND TWO PARKING STRUCTURES on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
119. ZON-15031 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.80 acres approximately 300 feet north of Meade Avenue, 980 feet west of Rancho Drive (APN 162-08-201-005), Ward 1 (Tarkanian). The Planning Commission (4-2 vote) and staff recommend APPROVAL
120. SDR-15030 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO EXISTING STORAGE BUILDINGS TO A LIGHT MANUFACTURING FACILITY on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive (APN 162-08-201-005), R-1 (Single Family Residential) Zone [PROPOSED: C-M (Commercial/Industrial) Zone], Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
121. VAR-14313 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING TO HAVE A SETBACK OF 53 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. SDR-14311 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Site Development Plan Review FOR A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE REQUIREMENTS on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
123. SUP-13271 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: C.R.E.M. CORPORATION INC. - OWNER: TOFFY ENTERPRISES LLC. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.22 acres at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial) Ward 1 (Tarkanian). NOTE: As of August 6, 2006 this item is located in Ward 2 (Wolfson). Planning Commission (6-0 vote) and staff recommend APPROVAL
124. SUP-13362 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP - Appeal filed by the applicant on a denial by the Planning Commission of a request for a Special Use Permit FOR A 75 FOOT TALL, 20 FOOT X 24 FOOT OFF-PREMISE ADVERTISING SIGN (BILLBOARD) at 1112 South Martin L. King Boulevard (APN 162-04-501-005), C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
125. SUP-14684 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 3290 South Fort Apache Road (APN 163-08-421-004), C-1 (Limited Commercial), Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 65. The Planning Commission (7-0 vote) and staff recommend APPROVAL
126. SUP-14687 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SENIP CVS, L.L.C. DBA CVS PHARMACY 2990 - OWNER: CVS 2990 LAS VEGAS, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-

- SALE on 1.55 acres at 6391 West Lake Mead Boulevard (APN 138-23-720-005), C-1 (Limited Commercial), Ward 6 (Ross). NOTE: As of August 6, 2006 this item is located in Ward 5 (Weekly). NOTE: To be heard in conjunction with Morning Session Item 66. The Planning Commission (7-0 vote) and staff recommend APPROVAL
127. SUP-15413 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ILAN CERVIN - OWNER: MARK ORCHARD - Request for a Special Use Permit FOR MOTOR VEHICLE SALES (USED) on 0.37 acres at 1515 Industrial Road (APN 162-04-608-005), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
128. SUP-15442 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BF TRUST - Request for a Special Use Permit FOR A PROPOSED PACKAGE LIQUOR OFF-SALE ESTABLISHMENT at 519 St. Louis Avenue (APN 162-03-311-017), C-1 (Limited Commercial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 72. Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL
129. RQR-15420 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RAMZI SULIMAN - OWNER: 3140 VALLEY VIEW, LLC - Required Six Month Review of an approved Special Use Permit (SUP-7359) THAT ALLOWED A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), Ward 1 (Tarkanian). Staff recommends APPROVAL
130. RQR-13791 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: McELHOSE TRUST - Required Two Year Review of an approved Special Use Permit (U-0006-90) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1535 North Eastern Avenue (APN 139-26-505-004), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). NOTE: As of August 6, 2006 this item is located in Ward 3 (Reese). The Planning Commission (3-2 vote) and staff recommend APPROVAL
131. RQR-13989 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: CITY PARKWAY IV A, INC. - Required Two-Year Review of an approved Special Use Permit (U-0238-91) WHICH ALLOWED A 50-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the south side of Oran K. Gragson Highway (U.S. 95) between "F" Street and Main Street (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
132. RQR-15054 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: ECT HOLDINGS, LLC - Required Five Year Review of an approved Variance (V-0068-90) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 290 FEET FROM AN EXISTING BILLBOARD WHERE 300 FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED at 1200 East Charleston Boulevard (APN 162-02-110-014), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
133. ZON-14344 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
134. VAR-15323 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 35 FEET WHERE A 63-FOOT SETBACK IS THE MINIMUM REQUIRED IN THE SIDE YARD on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
135. SDR-14353 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Site Development Plan Review FOR A PROPOSED 16-UNIT TOWNHOUSE COMPLEX AND

WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

136. ZON-15410 - PUBLIC HEARING - APPLICANT/OWNER: WHITE HILLS PARADISE, LLC - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.22 acres at 1909 Weldon Place (APN 162-03-312-007), Ward 3 (Reese). The Planning Commission (5-1-1 vote) recommends DENIAL. Staff recommends APPROVAL
137. VAR-14139 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS ALBERTO CODARINI - Request for a Variance TO ALLOW A FIVE-FOOT SIDE YARD SETBACK WHERE A SETBACK OF 10 FEET IS THE MINIMUM SETBACK REQUIRED AND A FIVE-FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 0.17 acres at 2400 Hinkle Drive (APN 139-26-508-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
138. SDR-14137 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS ALBERTO CODARINI - Request for a Site Development Plan Review FOR A PROPOSED 1,880 SQUARE-FOOT OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 0.17 acres at 2400 Hinkle Drive (APN 139-26-508-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
139. VAR-15455 - PUBLIC HEARING - APPLICANT/OWNER: MICAELA MARTINEZ - Request for a Variance TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE WITH A STREETSIDE SETBACK OF 3 FEET WHERE 9 FEET 2 INCHES ARE REQUIRED on 0.17 acres at 2222 Mesquite Avenue (APN 139-35-512-036), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-2 vote) and staff recommend DENIAL
140. VAR-15657 - PUBLIC HEARING - APPLICANT/OWNER: IAN ROBINS - Request for a Variance TO ALLOW A REAR YARD SETBACK OF SEVEN FEET WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED ROOM ADDITION at 831 Park Paseo (APN 162-03-511-016), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
141. SUP-15347 - PUBLIC HEARING - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM OTHER FINANCIAL INSTITUTIONS, SPECIFIED at 7591 Washington Avenue, Suites 140 and 150 (APN 138-27-301-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: The correct applicant is Jim Marchesi/Check City and the correct owner is Buffalo Washington III. Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
142. SDR-15747 - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 31,126 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 8.55 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive (a portion of APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
143. SDR-15766 - PUBLIC HEARING - APPLICANT/OWNER: COUNTY OF CLARK - Request for a Site Development Plan Review FOR A PROPOSED PUBLIC PARK on approximately 13.3 acres at the southeast corner of Carey Avenue and Comstock Drive (a portion of APN 139-21-102-013), R-E (Residence Estates) Zone and R-MHP (Residential Mobile/Manufactured Home Park) Zone under Resolution of Intent to C-V (Civic) Zone and C-V (Civic) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

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

CITIZENS PARTICIPATION

145. 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
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue



CITY COUNCIL MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS
October 18, 2006
9:00 AM

ADDENDUM:

62a. Discussion and possible action to direct staff to prepare a response to the City Council addressing concerns raised in the legal analysis and opinion relating to the Royal Links Golf Course prepared by Senn Meulemans, LLP, including, but not limited to development of a Best Practices Policy addressing public purpose doctrine, full communication issues, whistleblower rules, and centralization of information and other matters relating thereto

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

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

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Stacey Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,
 LV CITY CLERK 2296311LV 1312424

was continuously published in said Las Vegas Review-Journal and/or Las Vegas Sun in 3 edition(s) of said newspaper issued from 01/10/2007 to 01/25/2007, on the following days:

01/10/2007
 01/17/2007
 01/25/2007

2007 MAR 12 P 2:43

RECEIVED
 CITY CLERK

Signed: _____

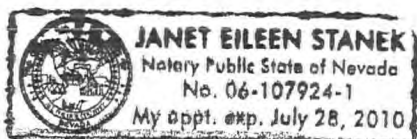
Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

12th day of March 2007.

Janet E. Stanek

Notary Public



NOTICE OF SALE

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of **2:00 p.m. on Tuesday, January 30, 2007**, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment Districts Nos. 404, 707 808, 809, and various districts to the City of Las Vegas:

Name of Owner	Description of Property	Total Amount Due Prior to 1/30/07	*Total Amount Due on Date of Sale
LARSON ERIC F & NANCEE J District: 404 (7006)	137-25-214-004 001005 WINDHOOK ST SYCAMORE RIDGE-UNIT 4, PLAT BOOK 71 PAGE 64 LOT 19 BLOCK B	\$566.95	\$1,551.12
PHELPS CYNTHIA K District: 404 (7006)	137-25-621-007 000812 CANTERBURY CROSS PL WESTRIDGE AT SUMMERLIN-PHASE 2, PLAT BOOK 76 PAGE 9 LOT 46 BLOCK 3	\$661.38	\$1,991.90
MICHIKYAN KHACHIK District: 404 (7006)	137-25-715-023 000409 PORT HOPE PL DISCOVERY POINTE UNIT 1, PLAT BOOK 75 PAGE 60 LOT 5 BLOCK C	\$634.30	\$1,856.64
KRISTICH HEATHER L District: 404 (7006)	138-30-215-030 001012 DOMNUS LN -UT 106 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 106 BLDG 3	\$426.65	\$914.62
KADHARMESTAN JOLIE & GRACE District: 404 (7006)	138-30-215-047 001008 DOMNUS LN -UT 205 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 205 BLDG 4	\$404.43	\$870.99
JACOX SCOTT District: 404 (7006)	138-30-215-110 900 DUCKHORN CT -UT 204 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 204 BLDG 10	\$320.76	\$797.78
BORDA ALFONSO F III District: 404 (7006)	138-30-215-172 000900 DOMNUS LN -UT 204 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 204 BLDG 16	\$426.65	\$914.62
HAND LARRY W District: 404 (7006)	138-30-315-043 000600 VIA LINDA CT CANYON RIDGE, PLAT BOOK 75 PAGE 87 LOT 54 BLOCK 1	\$405.60	\$2,673.22
ANDERSON SCOTT District: 404 (7006)	138-30-317-044 000800 PEACHY CANYON CI -UT 204 SOUTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 57 UNIT 204 BLDG 7	\$426.15	\$914.12
PEREZ MARY JO District: 404 (7007)	138-17-413-030 009208 MAGIC FLOWER AV PANORAMA POINTE, PLAT BOOK 48 PAGE 26 LOT 79 BLOCK 3	\$344.88	\$1,325.71
BEATTIE THOMAS L & HELENA A District: 404 (7007)	138-17-417-020 002333 HEATHER VALLEY DR WILLOW TREE #2 BY LEWIS HOMES, PLAT BOOK 55 PAGE 86 LOT 193 BLOCK D	\$660.84	\$1,952.88
APPLEHANS EUGENE A District: 404 (7007)	138-17-417-021 002337 HEATHER VALLEY DR WILLOW TREE #2 BY LEWIS HOMES, PLAT BOOK 55 PAGE 86 LOT 192 BLOCK D	\$660.84	\$1,952.88
HARTSHORN KEVIN & CHRISTINE District: 404 (7007)	138-18-816-060 2441 RICE FLOWER CI PANORAMA POINTE, PLAT BOOK 48 PAGE 26 LOT 106 BLOCK 3	\$653.73	\$1,921.12
LAM PHUNG T District: 404 (7007)	138-19-513-048 009428 AMBER VALLEY LN HILLS @ SUMMERLIN-PARCEL C UNIT 2, PLAT BOOK 50 PAGE 13 LOT 87 BLOCK 4	\$567.79	\$1,540.24
PEREZ MARY R District: 404 (7007)	138-19-514-025 009313 SPRUCE MOUNTAIN WY EVERGREEN IN THE HILLS AT SUMMERLIN, PLAT BOOK 48 PAGE 6 LOT 17 BLOCK C	\$360.64	\$1,671.76
MORGAN STANLEY MORTGAGE LOAN TR District: 404 (7007)	138-19-515-060 009417 SUMMER RAIN DR CYPRESS IN THE HILLS AT SUMMERLIN BY LEWIS HOMES, PLAT BOOK 48 PAGE 5 LOT 60 BLOCK B	\$546.31	\$1,536.67
EDDAHBI SONDRA J District: 404 (7007)	138-20-118-013 009041 CRIMSON CLOVER WY WILLOW TREE #2 BY LEWIS HOMES, PLAT BOOK 55 PAGE 86 LOT 131 BLOCK C	\$660.84	\$1,952.88
COTE JAMES E JR PHILLIPS-COTE NIKKI L District: 404 (7007)	138-20-120-011 009129 COTTON ROSE WY WILLOW TREE #4 BY LEWIS HOMES, PLAT BOOK 55 PAGE 88 LOT 66 BLOCK B	\$359.74	\$1,651.78
AQUIRRE MELISSA B District: 404 (7007)	138-20-211-011 002117 HENNIKER WY HILLCREST EST UNIT 1, PLAT BOOK 50 PAGE 90 LOT 11 BLOCK 2	\$727.13	\$2,286.84

NEHORAOFF RICKY J District: 404 (7007)	138-20-610-006 008729 CYPRESSWOOD AV COPPER RIDGE AT THE HILLS AT SUMMERLIN, PLAT BOOK 48 PAGE 80 LOT 40 BLOCK 2	\$617.70	\$1,760.01
CASTILLO CORY M ESCANO SHELDA U District: 404 (7007)	138-20-612-014 002013 PARADISE PEAK DR VISIONS AMD, PLAT BOOK 50 PAGE 20 LOT 60 BLOCK 4	\$593.07	\$1,649.95
WADE KERRY District: 404 (7007)	138-20-820-011 001708 HILLS OF RED DR -UT 202 RED HILLS AT THE PUEBLO AMD, PLAT BOOK 81 PAGE 12 UNIT 731 BLDG 7	\$467.23	\$1,087.55
CHAN MICHAEL L CHIN KENNETH District: 404 (7007)	138-21-712-049 007713 ALMERIA AV BUENA VISTA UNIT 1, PLAT BOOK 57 PAGE 56 LOT 9 BLOCK 4	\$516.85	\$1,309.28
MCDONALD-SOFI LAURA ELIZABETH District: 404 (7007)	138-21-712-071 007609 ALMERIA AV BUENA VISTA UNIT 1, PLAT BOOK 57 PAGE 56 LOT 8 BLOCK 3	\$469.92	\$1,165.48
COLLINS TAMARA District: 404 (7007)	138-21-719-001 007848 BLUE EAGLE WY SALINAS 2 UNIT 2 AMD, PLAT BOOK 71 PAGE 23 LOT 19 BLOCK 1	\$718.02	\$2,208.58
JANVIER JACSY & MARIE District: 404 (7007)	138-21-814-033 007629 HASKELL FLATS DR PLATEAU-PHASE 2, PLAT BOOK 56 PAGE 92 LOT 16 BLOCK 3	\$575.71	\$1,572.45
SOUTHARD LEE D District: 404 (7007)	138-21-816-044 007836 CALICO FLOWER AV VALENCIA PHASE 2, PLAT BOOK 58 PAGE 3 LOT 97 BLOCK 4	\$607.68	\$1,715.25
TARIQ OSMAN District: 404 (7007)	138-30-513-020 009329 EAGLE RIDGE DR MONTAIRE-PHASE 3, PLAT BOOK 58 PAGE 11 LOT 122 BLOCK 7	\$781.41	\$2,491.86
NIELSEN TYLER PATRICK District: 404 (7007)	138-30-610-041 009244 PITCHING WEDGE DR MONTAIRE-PHASE 1, PLAT BOOK 53 PAGE 35 LOT 228 BLOCK 3	\$680.80	\$2,052.89
DAVENPORT WAYNE District: 404 (7008)	137-24-715-012 001921 VERBANIA DR INDIAN HILLS-UNIT 1, PLAT BOOK 69 PAGE 12 LOT 49 BLOCK 2	\$573.12	\$1,574.61
MYERS CHRISTINA District: 404 (7008)	137-24-716-130 001924 TRAIL PEAK LN MOUNTAIN GATE WEST, PLAT BOOK 69 PAGE 66 LOT 89 BLOCK C	\$904.43	\$2,199.20
SYQUIO CARLOS P & MARILYN M District: 404 (7008)	137-24-719-017 001909 EMPOLI CT INDIAN HILLS-UNIT 3, PLAT BOOK 75 PAGE 49 LOT 69 BLOCK 2	\$573.12	\$1,574.61
DREXLER GLENN District: 404 (7008)	137-25-514-061 010137 DESERT WIND DR WEST HILLS, PLAT BOOK 65 PAGE 76 LOT 101 BLOCK 3	\$654.25	\$1,865.56
MIRANDA DANTE District: 404 (7008)	137-25-515-006 001121 TOURELLO LN SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 127 BLOCK A	\$577.87	\$1,596.01
RICAFORT RUSSELL & BEATRICE District: 404 (7008)	137-25-516-023 001404 SEDRO ST HIGHLAND HILLS, PLAT BOOK 68 PAGE 88 LOT 48 BLOCK 2	\$442.88	\$985.83
KIESS JASON District: 404 (7008)	137-25-521-036 001510 RUBY CLIFFS LN -UT 202 RED BLUFFS AT THE CROSSING-UNIT 2, PLAT BOOK 88 PAGE 45 UNIT 522 BLDG 5	\$425.59	\$907.70
GONZALEZ MARTHA J District: 404 (7008)	137-25-612-011 010204 TURIN PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 11 BLOCK A	\$607.87	\$1,626.00
MAYWEATHER LIVING TRUST District: 404 (7008)	138-19-115-049 009705 HIGHRIIDGE DR HALF ACRES-PHASE 1 AT SUMMERLIN VILLAGE 7- THE TRAILS, PLAT BOOK 66 PAGE 39 LOT 4 BLOCK 1	\$514.22	\$5,259.23
LABEE BENJAMIN District: 404 (7008)	138-19-214-014 002109 STARLINE MEADOW PL HIGHLINE AT THE TRAILS UNIT 2, PLAT BOOK 65 PAGE 66 LOT 55 BLOCK 3	\$638.96	\$1,872.21
NAZARIAN NICK NAREG District: 404 (7008)	138-19-319-183 009901 TRAILWOOD DR -UT 2148 PACIFIC HOMES AT THE TRAILS, PLAT BOOK 68 PAGE 38 UNIT 3725 BLDG 37	\$451.57	\$919.48
CRUICKSHANK DAVID ARTHUR District: 404 (7008)	138-19-322-014 009821 LENOX CREST PL SIERRA RIDGE 2, PLAT BOOK 69 PAGE 93 LOT 14 BLOCK B	\$607.70	\$1,730.82
WIESER GREGG District: 404 (7008)	138-19-413-055 1628 EAGLE PEAK WY SEQUOIA-PHASE 1, PLAT BOOK 64 PAGE 39 LOT 117 BLOCK 3	\$592.17	\$1,660.62
LOWENHAR JONATHAN M District: 404 (7008)	138-19-415-016 9805 PANORAMA CLIFF DR SEQUOIA PHASE 2, PLAT BOOK 65 PAGE 13 LOT 140 BLOCK 4	\$348.88	\$1,416.47
HIBBERT KAREL	138-19-415-055 001705 SNOW FLAT CT SEQUOIA PHASE 2, PLAT BOOK 65 PAGE 13 LOT 79		

CLAYTON RANDY L & ROCHELLE L District: 404 (7008)	138-21-422-031 008425 WILLOWLEAF CT LA MIRADA UNIT 2, PLAT BOOK 62 PAGE 78 LOT 27 BLOCK 4	\$752.44	\$2,388.52
MARSHALL ROBERT District: 404 (7008)	138-21-715-026 001745 PICARO CT ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 24 BLOCK 3	\$552.33	\$1,480.56
WESTON KOBI L District: 404 (7008)	138-21-715-034 001749 DEL MIRA ST ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 16 BLOCK 3	\$552.33	\$1,480.56
THRAILKILL MARGARET District: 404 (7008)	138-21-716-111 007600 BAUBLE AV BUENA VISTA UNIT 2, PLAT BOOK 63 PAGE 43 LOT 11 BLOCK 6	\$510.11	\$1,289.68
EVANS SHAWN A SR District: 404 (7008)	138-21-818-032 007601 SIERRA PASEO LN ALTA MIRA AT SUMMERLIN-PHASE 1, PLAT BOOK 58 PAGE 97 LOT 16 BLOCK 1	\$569.24	\$1,556.94
VILLOSO-TUTAY CHRISTINE M TUTAY ROMAN K District: 404 (7008)	138-21-821-006 007712 VIA PASEO AV ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 6 BLOCK 3	\$552.33	\$1,480.56
VIOLICK DONALD G JR & CHRISTINE District: 404 (7008)	138-30-112-010 010109 DESERT WIND DR WEST HILLS, PLAT BOOK 65 PAGE 76 LOT 108 BLOCK 3	\$632.74	\$1,844.05
WOLFE VICTOR District: 404 (7008)	138-30-116-059 010011 CRIMSON PALISADES PL -UT 102 RED BLUFFS AT CROSSING-UNIT 3, PLAT BOOK 88 PAGE 46 UNIT 2921 BLDG 29	\$423.20	\$896.92
MERRYMAN CRYSTAL C District: 404 (7008)	138-30-618-012 000804 DANA HILLS CT -UT 102 TERRACES 2 IN THE HILLS AT SUMMERLIN AMD, PLAT BOOK 77 PAGE 17 UNIT 3102 BLDG 3	\$557.68	\$1,504.83
ASUNCION RONALD District: 707 (7050)	137-24-413-004 010745 WOODLORE PL OAK HILLS AT SUMMERLIN-PHASE 1, PLAT BOOK 80 PAGE 2 LOT 7 BLOCK 2	\$861.01	\$4,551.56
NGUYEN THUAN XUAN District: 707 (7050)	137-24-415-007 001705 DRIFTERS PEAK ST ARBOR GROVE UNIT 2, PLAT BOOK 82 PAGE 95 LOT 48 BLOCK A	\$817.49	\$4,224.89
HORN LENE WANGMO District: 707 (7050)	137-24-417-018 010680 OAK CREST AV OAK HILLS AT SUMMERLIN-PHASE 2, PLAT BOOK 84 PAGE 22 LOT 131 BLOCK 4	\$861.01	\$4,551.56
BAVARO NICHOLAS V & HELEN A District: 707 (7050)	137-25-121-042 10641 BRIANHURST AV WEST BROOK PHASE 2, PLAT BOOK 90 PAGE 53 LOT 98 BLOCK 5	\$895.60	\$4,811.17
FALLER FRANZ J & KARI A District: 707 (7050)	137-25-218-008 000904 ROYAL BIRCH LN ROYAL WOODS UNIT 1, PLAT BOOK 82 PAGE 65 LOT 73 BLOCK 2	\$905.40	\$4,884.79
BANK H S B C U S A N A TRS District: 707 (7050)	137-25-416-013 010752 TURQUOISE VALLEY DR CHARDONNAY #53-BY LEWIS HOMES, PLAT BOOK 80 PAGE 34 LOT 86 BLOCK D	\$776.02	\$4,212.25
YADEN-ELLIOTT LEIA A District: 707 (7050)	137-26-513-054 11204 ROSE REFLET PL BROOKFIELD, PLAT BOOK 84 PAGE 100 LOT 65 BLOCK 1	\$599.36	\$4,071.41
BRONNER CARYL District: 707 (7050)	137-26-513-120 001317 DREAM BRIDGE DR BROOKFIELD PARCEL U, PLAT BOOK 84 PAGE 100 LOT 131 BLOCK 4	\$827.42	\$4,299.47
CORRAL RAFAEL District: 707 (7050)	137-26-715-045 011024 SONOMA CREEK CT NAPA HILLS BY LEWIS HOMES-UNIT 3, PLAT BOOK 90 PAGE 78 LOT 250 BLOCK 4	\$749.22	\$3,712.25
TAMPA CATHI District: 707 (7050)	137-26-717-016 011013 ROSSI AV SONOMA HILLS BY LEWIS HOMES UNIT 1, PLAT BOOK 88 PAGE 69 LOT 16 BLOCK 1	\$752.96	\$3,740.22
WELLS AILEEN District: 707 (7050)	137-35-614-047 000569 ASPEN LEAF ST ASPEN MEADOWS-UNIT ONE, PLAT BOOK 96 PAGE 5 LOT 51 BLOCK 2	\$718.23	\$3,479.70
LEE YUNSUK District: 707 (7050)	137-36-112-073 010657 PRIMROSE ARBOR AV ROSEWOOD BY PARDEE-PHASE 1, PLAT BOOK 79 PAGE 76 LOT 3 BLOCK 2	\$450.70	\$4,017.63
NUNEZ HECTOR E DENUNEZ SANDRA A District: 707 (7050)	137-36-214-022 010617 MOON FLOWER ARBOR PL ROSEWOOD BY PARDEE-PHASE 2, PLAT BOOK 85 PAGE 7 LOT 34 BLOCK 1	\$842.02	\$4,408.99
LINGAD ANNE CATHERINE District: 707 (7050)	137-36-313-103 010517 REDWOOD ASH AV DESERT BLOOM, PLAT BOOK 89 PAGE 19 LOT 155 BLOCK 2	\$786.62	\$3,993.02

NEBEKER MILES E District: 707 (7050)	137-36-411-138 000801 TITAN PEAK PL -UT 102 AMBER RIDGE CONDO IN THE ARBORS SUMMERLIN VILLAGE 11 12 PCL KK, PLAT BOOK 86 PAGE 13 UNIT 102 BLDG 19	\$375.34	\$2,215.89
RANCH DANIEL District: 707 (7050)	137-36-411-185 000831 SUNRISE PEAK LN -UT 203 AMBER RIDGE CONDO IN THE ARBORS SUMMERLIN VILLAGE 11 12 PCL KK, PLAT BOOK 86 PAGE 13 UNIT 203 BLDG 25	\$376.94	\$2,217.49
YOUNG DESHAWN District: 707 (7050)	137-36-711-007 000628 EDGEBROOK DR SUMMERLIN VILLAGE 11/12 CANYON VISTA, PLAT BOOK 77 PAGE 67 LOT 24 BLOCK A	\$1,534.52	\$9,607.55
DAVIS FAMILY TRUST District: 707 (7050)	137-36-711-013 000621 EDGEBROOK DR SUMMERLIN VILLAGE 11/12 CANYON VISTA, PLAT BOOK 77 PAGE 67 LOT 30 BLOCK A	\$1,534.52	\$9,607.55
PARK RUN ACQUISITION L L C District: 707 (7050)	137-36-811-019 SUMMERLIN VILLAGE 12 BUSINESS PARK PARCEL AA LOT 2, PLAT BOOK 87 PAGE 14 PT LOT 1 BLOCK B	\$6,525.90	\$47,077.58
LEE MYUNG SUN District: 808 (7051)	137-26-315-022 000076 ESCONDIDO CANYON ST VILLAGE 20-SUMMERLIN PARCEL T & U UNIT 2, PLAT BOOK 106 PAGE 55 LOT 141 BLOCK 6	\$1,685.18	\$11,435.27
COLUMBUS STEVEN H & LISA B District: 808 (7051)	137-26-316-020 011636 LA MIRAGO PL VILLAGE 20-SUMMERLIN PARCEL T & U UNIT 3, PLAT BOOK 106 PAGE 56 LOT 116 BLOCK 4	\$1,685.18	\$11,435.28
FAJARDO ROVIC V CRANDALL MATTHEW G District: 808 (7051)	137-26-411-061 000180 POPOLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 114 BLOCK C	\$1,484.41	\$9,827.06
SCARCELLI GINA L District: 808 (7051)	137-26-720-023 000164 PIONEER PEAK PL SAGE HILLS AT THE SUMMERLIN VISTAS, PLAT BOOK 104 PAGE 82 LOT 22 BLOCK 1	\$1,096.50	\$6,719.96
FLUKER MARK S District: 808 (7051)	137-26-816-017 011242 REVELRY LN BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 46 BLOCK A	\$1,298.08	\$8,334.58
BONHAM MICHAEL B District: 808 (7051)	137-27-812-065 000333 MARBLE FALLS ST TALAVERDE AT THE VISTAS, PLAT BOOK 106 PAGE 48 LOT 77 BLOCK 2	\$1,591.41	\$10,684.17
BAND WAGON BOY L L C Districts: 808 & 809 (7051 & 7060)	137-34-411-098 012283 LA PRADA PL PALOMAR AT THE PASEOS, PLAT BOOK 111 PAGE 86 LOT 97 BLOCK D	\$1,877.25	\$13,399.86
KONG ANDY District: 808 (7051)	137-34-611-022 011733 VILLA MALAPARTE AV CAPRI UNIT-2 AT THE VISTAS, PLAT BOOK 107 PAGE 77 LOT 37 BLOCK A	\$1,086.68	\$6,641.38
FREMONT INVESTMENT & LOAN District: 808 (7051)	137-34-612-054 011740 VIA VERA CRUZ CT SOLANO AT THE VISTAS, PLAT BOOK 108 PAGE 71 LOT 63 BLOCK 1	\$1,163.13	\$7,253.77
BAZAK BEDOR Districts: 808 & 809 (7051 & 7060)	137-34-615-034 000517 IVY SPRING ST MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 95 BLOCK 4	\$1,464.75	\$9,991.05
ROSER KEVIN R Districts: 808 & 809 (7051 & 7060)	137-34-615-053 000545 IVY SPRING ST MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 124 BLOCK 5	\$1,464.75	\$9,991.05
MNATSAKANYAN ASHOT Districts: 808 & 809 (7051 & 7060)	137-34-615-054 000516 WANDERING VIOLETS WY MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 123 BLOCK 5	\$1,464.75	\$9,991.05
ALAVEZ DAVID District: 808 (7051)	137-34-616-015 000718 OCASO ST PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 25 BLOCK 1	\$679.96	\$3,383.66
MERITAGE MORTGAGE LOAN TR 2005-2 District: 808 (7051)	137-34-711-027 011705 GROTTA AZZURRA AV CAPRI UNIT-1 AT THE VISTAS, PLAT BOOK 107 PAGE 63 LOT 70 BLOCK A	\$1,086.68	\$6,641.37
ROJAS SWEET J District: 808 (7051)	137-34-713-018 011749 VILLA SAN MICHELE CT CAPRI UNIT-2 AT THE VISTAS, PLAT BOOK 107 PAGE 77 LOT 55 BLOCK A	\$1,086.68	\$6,641.38
UNIVERSAL AMERICAN MORTGAGE CO Districts: 808 & 809 (7051 & 7060)	137-34-717-028 011836 AMISTOSO LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 50 BLOCK 2	\$1,166.10	\$7,527.05
LUO HUI JUN HAU NELSON District: 808 (7051)	137-34-717-049 011836 MENCHACA LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 78 BLOCK 3	\$679.96	\$3,383.66

....continuation of LV City 1/30/07 Special Assessment Sale

BASHIR SAJID H Districts: 808 & 809 (7051 & 7060)	137-34-719-008 000848 LOMA BONITA PL LOS LOMAS AT PASEOS PARCEL F AT VILLAGE 23A, PLAT BOOK 115 PAGE 13 LOT 42 BLOCK A	\$2,001.37	\$14,419.32
T & J FENNEL FLOWER LLC Districts: 808 & 809 (7051 & 7060)	137-34-814-046 001060 FENNEL FLOWER CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 46 BLOCK A	\$1,038.87	\$6,568.80
PAYNE VINCENT Districts: 808 & 809 (7051 & 7060)	137-34-814-106 012061 HATHAWAY PINES LN CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 106 BLOCK B	\$1,051.51	\$6,581.45
HOMM KEVIN A Districts: 808 & 809 (7051 & 7060)	137-34-816-035 001060 CALVIA ST CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 35 BLOCK A	\$1,210.65	\$7,894.50
CAMPBELL ROBERT C CLARKE NEIL A Districts: 808 & 809 (7051 & 7060)	137-34-816-063 011817 BUSSERO CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 63 BLOCK A	\$1,210.65	\$7,894.49
WHITLOCK ZACHARY JO Districts: 808 & 809 (7051 & 7060)	137-34-817-036 011835 PORTINA DR -UT 1023 CORONADO AT SUMMERLIN AMD, PLAT BOOK 119 PAGE 19 UNIT 1023 BLDG 8	\$934.62	\$5,616.59
RAMIREZ JULIUS A & SHEILA A District: 808 (7051)	137-35-114-014 011544 COSTA LINDA AV SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 107 BLOCK B	\$1,181.18	\$7,398.40
LEE YOUNG GUI District: 808 (7051)	137-35-114-031 000549 PLAYA LINDA PL SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 124 BLOCK B	\$1,181.18	\$7,398.39
CHON CHONG IL District: 808 (7051)	137-35-116-041 011575 ARUBA BEACH AV SONESTA UNIT #3, PLAT BOOK 107 PAGE 66 LOT 99 BLOCK B	\$1,181.18	\$7,398.38
FRASER CHARLENE D District: 808 (7051)	137-35-212-012 000584 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 12 BLOCK E	\$1,181.18	\$7,398.39
SYQUIO CARLOS P & MARILYN M District: 808 (7051)	137-35-212-026 000567 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 134 BLOCK B	\$1,181.18	\$7,398.40
SCARCELLI GINA District: 808 (7051)	137-35-217-020 011608 SLEEPY HEAVEN PL HILLSTONE UNIT #1 AT THE SUMMERLIN VISTAS, PLAT BOOK 107 PAGE 84 LOT 108 BLOCK C	\$1,277.06	\$8,166.22
MARTINEZ MANUEL J & LAURA C District: 808 (7051)	137-35-313-014 011620 LONGHIRST HALL LN SOMERSET UNIT 2, PLAT BOOK 107 PAGE 81 LOT 123 BLOCK C	\$508.56	\$5,476.82
VILLANUEVA FREDDIE DENNIS District: 808 (7051)	137-35-318-043 000792 SAN JACOMA PL VISTA VERDE AT SUMMERLIN UNIT #2, PLAT BOOK 109 PAGE 65 LOT 61 BLOCK 1	\$1,363.94	\$8,862.10
CHOI KYOUNG JIN District: 808 (7051)	137-35-320-037 011510 VIA PRINCESSA CT MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 104 BLOCK 2	\$1,707.30	\$11,612.57
ANTAL ROBERT District: 808 (7051)	137-35-416-027 011621 CABO DEL VERDE AV CASA ROSA, PLAT BOOK 112 PAGE 48 LOT 27 BLOCK 1	\$1,240.99	\$7,877.31
SHOTEN CHARLES T District: 808 (7051)	137-35-417-007 000944 VISCANIO PL MIRAMONTE AT SUMMERLIN, PLAT BOOK 112 PAGE 75 LOT 18 BLOCK A	\$1,803.84	\$12,385.96
MATTERN RYAN District: 808 (7051)	137-35-418-007 001012 BRINKMAN ST TALEGA AT THE VISTAS-UNIT 2, PLAT BOOK 113 PAGE 61 LOT 65 BLOCK 1	\$1,126.71	\$6,962.05
PASCASCIO CHARLES B District: 808 (7051)	137-35-511-016 011237 NEWBURY HILLS AV ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 45 BLOCK 1	\$1,204.24	\$7,582.94
SINGH RAJEEV District: 808 (7051)	137-35-514-013 011208 PLAYA BONITA AV SAN MARCOS-UNIT 2, PLAT BOOK 105 PAGE 62 LOT 73 BLOCK 5	\$1,225.48	\$7,753.26
PARADA MANUEL JUAREZ District: 1479 (7057)	139-35-314-011 001605 CARSON AV MAYFAIR TRACT #1, PLAT BOOK 2 PAGE 30 LOT 28 BLOCK 1	\$353.13	\$601.59
ALLEN MARGARET L LIVING TRUST District: 1479 (7057)	139-35-412-033 000245 EARL ST MAYFAIR TRACT #1, PLAT BOOK 2 PAGE 30 LOT 10 BLOCK 6	\$386.89	\$650.15

SANTANA BELKIS District: 1479 (7057)	139-35-412-042 001610 LEWIS AV MAYFAIR TRACT #1, PLAT BOOK 2 PAGE 30 LOT 3 BLOCK 4	\$386.89	\$650.15
RANAN ROLANDO J & PACITA District: 1479 (7057)	139-35-413-016 001636 MAYFAIR PL MAYFAIR TRACT #2 AMD, PLAT BOOK 2 PAGE 47 LOT 33 BLOCK 4	\$394.34	\$657.60
BENNER CHARLES A & LULA C District: 1479 (7057)	139-35-413-113 001730 LEWIS AV MAYFAIR TRACT #2 AMD, PLAT BOOK 2 PAGE 47 LOT 14 BLOCK 10	\$395.90	\$613.65
ASHRAF ASAD District: 809 (7060)	137-34-412-018 012128 ESPANA CT GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 54 LOT 135 BLOCK 2	\$1,013.11	\$6,359.21
MAMIGONIAN EDWIN District: 809 (7060)	137-34-814-043 001067 SONORA HILL CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 43 BLOCK A	\$721.79	\$3,900.45
GEARHART LARRY L JR GEARHART ELVIE RIVAS District: 809 (7060)	137-34-814-103 012049 HATHAWAY PINES LN CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 103 BLOCK B	\$721.79	\$3,900.45
SANDICO TED District: 809 (7060)	137-34-816-099 011833 AMPUCIA CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 99 BLOCK B	\$811.10	\$4,654.30
PENALOSA WINSTON S District: 1480 (7065)	138-03-110-023 007458 ALAMO SUMMIT DR CANYON RANCH EST UNIT #2, PLAT BOOK 47 PAGE 90 LOT 41 BLOCK 1	\$411.82	\$1,090.96
JUNIEL WILLIE C & BONNIE B District: 1478 (7067)	139-29-513-005 NORMANDY EST SUB ADD, PLAT BOOK 15 PAGE 95 LOT 3 BLOCK 2 & PT VAC ALLEY	\$872.81	\$5,162.03
BAKER MONIQUE District: 1501 (7068)	139-35-313-010 001409 MANZANITA WY LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 10 BLOCK F	\$388.92	\$782.79
RAMIREZ JESUS District: 1501 (7068)	139-35-313-011 001405 MANZANITA WY LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 11 BLOCK F	\$388.92	\$782.79
LAHAIE CHRISTOPHER WILLIAM District: 1501 (7068)	139-35-410-014 000424 S 14TH ST LADD ADD, PLAT BOOK 1 PAGE 2 LOT 15 BLOCK 13	\$351.37	\$512.98
CORTEZ AURORA District: 1501 (7068)	139-35-411-011 001404 BRIDGER AV LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 2 BLOCK D	\$324.60	\$718.47
APPEL KALMAN District: 1501 (7068)	139-35-411-017 001417 JOSHUA WY LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 8 BLOCK D	\$388.92	\$782.79
ALCAZAR ARTURO L & CLEMENTINA O District: 1501 (7068)	139-35-411-030 001413 LEWIS AV LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 9 BLOCK C	\$388.93	\$782.80

* Includes whole amount of unpaid assessment, accrued and delinquent interest to January 30, 2007, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS § 271.555 to NRS § 271.575. The sale shall be continued from day to day as provided in NRS § 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS § 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he / she is required to pay to the City in order to be restored to the right to pay his / her assessments in installments pursuant to NRS § 271.410(2).

**For additional information or questions, please call (702) 229-4942. Updated notices of sale will be posted on www.amgnv.com.

IN WITNESS WHEREOF, I have affixed my signature as of October 18, 2006

/s/ Mark R. Vincent Department of Finance & Business Services/City Treasurer
PUB: January 10, 17, 25, 2007 LV Review-Journal

EXHIBIT C

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE
DISTRICTS 404, 707 808, 809 and
VARIOUS OTHER DISTRICTS

The undersigned, Beverly K. Bridges, Acting City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on January 5, 2007 being at least 20 days before the sale, which was held on January 30, 2007.

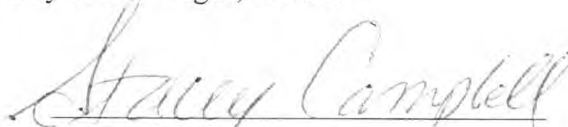
2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this 22nd day of March, 2007.


BEVERLY K. BRIDGES, CMC Acting City Clerk

SUBSCRIBED AND SWORN TO before me this 22nd day of MARCH, 2007, by Beverly K. Bridges, Acting City Clerk, City of Las Vegas, Nevada.


Notary Public

(SEAL)



EXHIBIT 1

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned Keith B. Davis, the President of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on January 5, 2007, being at least 20 days before the sale, which was held on January 30, 2007.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808, 809, and various other districts and all bonds pertaining thereto have been paid in full.

Dated this 30th day of January, 2007

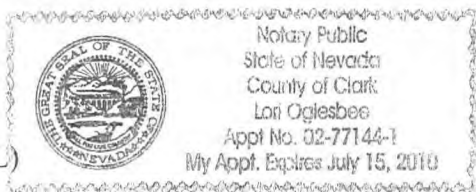
State of Nevada
County of Clark

ASSESSMENT MANAGEMENT GROUP


Title: President

SUBSCRIBED AND SWORN TO before me this 30th day of Keith B. Davis, 2007,
by Keith B. Davis, President of Assessment Management Group.

(SEAL)




Notary Public

EXHIBIT 2

(Attach Copy of Notice as Mailed)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on Tuesday, January 30, 2007, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment Districts Nos. 404, 707 808, 809, and various districts to the City of Las Vegas:

Name of Owner	Description of Property	Total Amount Due Prior to 1/30/07	*Total Amount Due on Date of Sale
LARSON ERIC F & NANCEE J District: 404 (7006)	137-25-214-004 001005 WINDHOOK ST SYCAMORE RIDGE-UNIT 4, PLAT BOOK 71 PAGE 64 LOT 19 BLOCK B	\$566.95	\$1,551.12
PHELPS CYNTHIA K District: 404 (7006)	137-25-621-007 000812 CANTERBURY CROSS PL WESTRIDGE AT SUMMERLIN-PHASE 2, PLAT BOOK 76 PAGE 9 LOT 46 BLOCK 3	\$661.38	\$1,991.90
MICHIKYAN KHACHIK District: 404 (7006)	137-25-715-023 000409 PORT HOPE PL DISCOVERY POINTE UNIT 1, PLAT BOOK 75 PAGE 60 LOT 5 BLOCK C	\$634.30	\$1,856.64
KRISTICH HEATHER L District: 404 (7006)	138-30-215-030 001012 DOMNUS LN -UT 106 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 106 BLDG 3	\$426.65	\$914.62
KADHARMESTAN JOLIE & GRACE District: 404 (7006)	138-30-215-047 001008 DOMNUS LN -UT 205 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 205 BLDG 4	\$404.43	\$870.99
JACOX SCOTT District: 404 (7006)	138-30-215-110 900 DUCKHORN CT -UT 204 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 204 BLDG 10	\$320.76	\$797.78
BORDA ALFONSO F III District: 404 (7006)	138-30-215-172 000900 DOMNUS LN -UT 204 NORTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 65 UNIT 204 BLDG 16	\$426.65	\$914.62
HAND LARRY W District: 404 (7006)	138-30-315-043 000600 VIA LINDA CT CANYON RIDGE, PLAT BOOK 75 PAGE 87 LOT 54 BLOCK 1	\$405.60	\$2,673.22
ANDERSON SCOTT District: 404 (7006)	138-30-317-044 000800 PEACHY CANYON CI -UT 204 SOUTH HALF PARCEL H-VILLAGE 3, PLAT BOOK 78 PAGE 57 UNIT 204 BLDG 7	\$426.15	\$914.12
PEREZ MARY JO District: 404 (7007)	138-17-413-030 009208 MAGIC FLOWER AV PANORAMA POINTE, PLAT BOOK 48 PAGE 26 LOT 79 BLOCK 3	\$344.88	\$1,325.71

BEATTIE THOMAS L & HELENA A District: 404 (7007)	138-17-417-020 002333 HEATHER VALLEY DR WILLOW TREE #2 BY LEWIS HOMES, PLAT BOOK 55 PAGE 86 LOT 193 BLOCK D	\$660.84	\$1,952.88
APPLEHANS EUGENE A District: 404 (7007)	138-17-417-021 002337 HEATHER VALLEY DR WILLOW TREE #2 BY LEWIS HOMES, PLAT BOOK 55 PAGE 86 LOT 192 BLOCK D	\$660.84	\$1,952.88
HARTSHORN KEVIN & CHRISTINE District: 404 (7007)	138-18-816-060 2441 RICE FLOWER CI PANORAMA POINTE, PLAT BOOK 48 PAGE 26 LOT 106 BLOCK 3	\$653.73	\$1,921.12
LAM PHUNG T District: 404 (7007)	138-19-513-048 009428 AMBER VALLEY LN HILLS @ SUMMERLIN-PARCEL C UNIT 2, PLAT BOOK 50 PAGE 13 LOT 87 BLOCK 4	\$567.79	\$1,540.24
PEREZ MARY R District: 404 (7007)	138-19-514-025 009313 SPRUCE MOUNTAIN WY EVERGREEN IN THE HILLS AT SUMMERLIN, PLAT BOOK 48 PAGE 6 LOT 17 BLOCK C	\$360.64	\$1,671.76
MORGAN STANLEY MORTGAGE LOAN TR District: 404 (7007)	138-19-515-060 009417 SUMMER RAIN DR CYPRESS IN THE HILLS AT SUMMERLIN BY LEWIS HOMES, PLAT BOOK 48 PAGE 5 LOT 60 BLOCK B	\$546.31	\$1,536.67
EDDAHBI SONDR A J District: 404 (7007)	138-20-118-013 009041 CRIMSON CLOVER WY WILLOW TREE #2 BY LEWIS HOMES, PLAT BOOK 55 PAGE 86 LOT 131 BLOCK C	\$660.84	\$1,952.88
COTE JAMES E JR PHILLIPS-COTE NIKKI L District: 404 (7007)	138-20-120-011 009129 COTTON ROSE WY WILLOW TREE #4 BY LEWIS HOMES, PLAT BOOK 55 PAGE 88 LOT 66 BLOCK B	\$359.74	\$1,651.78
AQUIRRE MELISSA B District: 404 (7007)	138-20-211-011 002117 HENNIKER WY HILLCREST EST UNIT 1, PLAT BOOK 50 PAGE 90 LOT 11 BLOCK 2	\$727.13	\$2,286.84
NEHORAOFF RICKY J District: 404 (7007)	138-20-610-006 008729 CYPRESSWOOD AV COPPER RIDGE AT THE HILLS AT SUMMERLIN, PLAT BOOK 48 PAGE 80 LOT 40 BLOCK 2	\$617.70	\$1,760.01
CASTILLO CORY M ESCANO SHELDA U District: 404 (7007)	138-20-612-014 002013 PARADISE PEAK DR VISIONS AMD, PLAT BOOK 50 PAGE 20 LOT 60 BLOCK 4	\$593.07	\$1,649.95
WADE KERRY District: 404 (7007)	138-20-820-011 001708 HILLS OF RED DR -UT 202 RED HILLS AT THE PUEBLO AMD, PLAT BOOK 81 PAGE 12 UNIT 731 BLDG 7	\$467.23	\$1,087.55

CHAN MICHAEL L CHIN KENNETH District: 404 (7007)	138-21-712-049 007713 ALMERIA AV BUENA VISTA UNIT 1, PLAT BOOK 57 PAGE 56 LOT 9 BLOCK 4	\$516.85	\$1,309.28
MCDONALD-SOFI LAURA ELIZABETH District: 404 (7007)	138-21-712-071 007609 ALMERIA AV BUENA VISTA UNIT 1, PLAT BOOK 57 PAGE 56 LOT 8 BLOCK 3	\$469.92	\$1,165.48
COLLINS TAMARA District: 404 (7007)	138-21-719-001 007848 BLUE EAGLE WY SALINAS 2 UNIT 2 AMD, PLAT BOOK 71 PAGE 23 LOT 19 BLOCK 1	\$718.02	\$2,208.58
JANVIER JACSY & MARIE District: 404 (7007)	138-21-814-033 007629 HASKELL FLATS DR PLATEAU-PHASE 2, PLAT BOOK 56 PAGE 92 LOT 16 BLOCK 3	\$575.71	\$1,572.45
SOUTHARD LEE D District: 404 (7007)	138-21-816-044 007836 CALICO FLOWER AV VALENCIA PHASE 2, PLAT BOOK 58 PAGE 3 LOT 97 BLOCK 4	\$607.68	\$1,715.25
TARIQ OSMAN District: 404 (7007)	138-30-513-020 009329 EAGLE RIDGE DR MONTAIRE-PHASE 3, PLAT BOOK 58 PAGE 11 LOT 122 BLOCK 7	\$781.41	\$2,491.86
NIELSEN TYLER PATRICK District: 404 (7007)	138-30-610-041 009244 PITCHING WEDGE DR MONTAIRE-PHASE 1, PLAT BOOK 53 PAGE 35 LOT 228 BLOCK 3	\$680.80	\$2,052.89
DAVENPORT WAYNE District: 404 (7008)	137-24-715-012 001921 VERBANIA DR INDIAN HILLS-UNIT 1, PLAT BOOK 69 PAGE 12 LOT 49 BLOCK 2	\$573.12	\$1,574.61
MYERS CHRISTINA District: 404 (7008)	137-24-716-130 001924 TRAIL PEAK LN MOUNTAIN GATE WEST, PLAT BOOK 69 PAGE 66 LOT 89 BLOCK C	\$904.43	\$2,199.20
SYQUIO CARLOS P & MARILYN M District: 404 (7008)	137-24-719-017 001909 EMPOLI CT INDIAN HILLS-UNIT 3, PLAT BOOK 75 PAGE 49 LOT 69 BLOCK 2	\$573.12	\$1,574.61
DREXLER GLENN District: 404 (7008)	137-25-514-061 010137 DESERT WIND DR WEST HILLS, PLAT BOOK 65 PAGE 76 LOT 101 BLOCK 3	\$654.25	\$1,865.56
MIRANDA DANTE District: 404 (7008)	137-25-515-006 001121 TOURELLO LN SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 127 BLOCK A	\$577.87	\$1,596.01
RICAFORT RUSSELL & BEATRICE District: 404 (7008)	137-25-516-023 001404 SEDRO ST HIGHLAND HILLS, PLAT BOOK 68 PAGE 88 LOT 48 BLOCK 2	\$442.88	\$985.83

KIESS JASON District: 404 (7008)	137-25-521-036 001510 RUBY CLIFFS LN -UT 202 RED BLUFFS AT THE CROSSING-UNIT 2, PLAT BOOK 88 PAGE 45 UNIT 522 BLDG 5	\$425.59	\$907.70
GONZALEZ MARTHA J District: 404 (7008)	137-25-612-011 010204 TURIN PL SAN MARINO, PLAT BOOK 68 PAGE 29 LOT 11 BLOCK A	\$607.87	\$1,626.00
MAYWEATHER LIVING TRUST District: 404 (7008)	138-19-115-049 009705 HIGHRIDGE DR HALF ACRES-PHASE 1 AT SUMMERLIN VILLAGE 7-THE TRAILS, PLAT BOOK 66 PAGE 39 LOT 4 BLOCK 1	\$514.22	\$5,259.23
LABEE BENJAMIN District: 404 (7008)	138-19-214-014 002109 STARLINE MEADOW PL HIGHLINE AT THE TRAILS UNIT 2, PLAT BOOK 65 PAGE 66 LOT 55 BLOCK 3	\$638.96	\$1,872.21
NAZARIAN NICK NAREG District: 404 (7008)	138-19-319-183 009901 TRAILWOOD DR -UT 2148 PACIFIC HOMES AT THE TRAILS, PLAT BOOK 68 PAGE 38 UNIT 3725 BLDG 37	\$451.57	\$919.48
CRUICKSHANK DAVID ARTHUR District: 404 (7008)	138-19-322-014 009821 LENOX CREST PL SIERRA RIDGE 2, PLAT BOOK 69 PAGE 93 LOT 14 BLOCK B	\$607.70	\$1,730.82
WIESER GREGG District: 404 (7008)	138-19-413-055 1628 EAGLE PEAK WY SEQUOIA-PHASE 1, PLAT BOOK 64 PAGE 39 LOT 117 BLOCK 3	\$592.17	\$1,660.62
LOWENHAR JONATHAN M District: 404 (7008)	138-19-415-016 9805 PANORAMA CLIFF DR SEQUOIA PHASE 2, PLAT BOOK 65 PAGE 13 LOT 140 BLOCK 4	\$348.88	\$1,416.47
HIBBERT KAREL District: 404 (7008)	138-19-415-055 001705 SNOW FLAT CT SEQUOIA PHASE 2, PLAT BOOK 65 PAGE 13 LOT 79 BLOCK 3	\$592.17	\$1,660.62
CLAYTON RANDY L & ROCHELLE L District: 404 (7008)	138-21-422-031 008425 WILLOWLEAF CT LA MIRADA UNIT 2, PLAT BOOK 62 PAGE 78 LOT 27 BLOCK 4	\$752.44	\$2,388.52
MARSHALL ROBERT District: 404 (7008)	138-21-715-026 001745 PICARO CT ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 24 BLOCK 3	\$552.33	\$1,480.56
WESTON KOBI L District: 404 (7008)	138-21-715-034 001749 DEL MIRA ST ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 16 BLOCK 3	\$552.33	\$1,480.56

THRAILKILL MARGARET District: 404 (7008)	138-21-716-111 007600 BAUBLE AV BUENA VISTA UNIT 2, PLAT BOOK 63 PAGE 43 LOT 11 BLOCK 6	\$510.11	\$1,289.68
EVANS SHAWN A SR District: 404 (7008)	138-21-818-032 007601 SIERRA PASEO LN ALTA MIRA AT SUMMERLIN-PHASE 1, PLAT BOOK 58 PAGE 97 LOT 16 BLOCK 1	\$569.24	\$1,556.94
VILLOSO-TUTAY CHRISTINE M TUTAY ROMAN K District: 404 (7008)	138-21-821-006 007712 VIA PASEO AV ALTA MIRA AT SUMMERLIN PHASE 2, PLAT BOOK 62 PAGE 91 LOT 6 BLOCK 3	\$552.33	\$1,480.56
VIOLICK DONALD G JR & CHRISTINE District: 404 (7008)	138-30-112-010 010109 DESERT WIND DR WEST HILLS, PLAT BOOK 65 PAGE 76 LOT 108 BLOCK 3	\$632.74	\$1,844.05
WOLFE VICTOR District: 404 (7008)	138-30-116-059 010011 CRIMSON PALISADES PL -UT 102 RED BLUFFS AT CROSSING-UNIT 3, PLAT BOOK 88 PAGE 46 UNIT 2921 BLDG 29	\$423.20	\$896.92
MERRYMAN CRYSTAL C District: 404 (7008)	138-30-618-012 000804 DANA HILLS CT -UT 102 TERRACES 2 IN THE HILLS AT SUMMERLIN AMD, PLAT BOOK 77 PAGE 17 UNIT 3102 BLDG 3	\$557.68	\$1,504.83
ASUNCION RONALD District: 707 (7050)	137-24-413-004 010745 WOODLORE PL OAK HILLS AT SUMMERLIN-PHASE 1, PLAT BOOK 80 PAGE 2 LOT 7 BLOCK 2	\$861.01	\$4,551.56
NGUYEN THUAN XUAN District: 707 (7050)	137-24-415-007 001705 DRIFTERS PEAK ST ARBOR GROVE UNIT 2, PLAT BOOK 82 PAGE 95 LOT 48 BLOCK A	\$817.49	\$4,224.89
HORN LENE WANGMO District: 707 (7050)	137-24-417-018 010680 OAK CREST AV OAK HILLS AT SUMMERLIN-PHASE 2, PLAT BOOK 84 PAGE 22 LOT 131 BLOCK 4	\$861.01	\$4,551.56
BAVARO NICHOLAS V & HELEN A District: 707 (7050)	137-25-121-042 10641 BRIANHURST AV WEST BROOK PHASE 2, PLAT BOOK 90 PAGE 53 LOT 98 BLOCK 5	\$895.60	\$4,811.17
FALLER FRANZ J & KARI A District: 707 (7050)	137-25-218-008 000904 ROYAL BIRCH LN ROYAL WOODS UNIT 1, PLAT BOOK 82 PAGE 65 LOT 73 BLOCK 2	\$905.40	\$4,884.79
BANK H S B C U S A N A TRS District: 707 (7050)	137-25-416-013 010752 TURQUOISE VALLEY DR CHARDONNAY #53-BY LEWIS HOMES, PLAT BOOK 80 PAGE 34 LOT 86 BLOCK D	\$776.02	\$4,212.25

YADEN-ELLIOTT LEIA A District: 707 (7050)	137-26-513-054 11204 ROSE REFLET PL BROOKFIELD, PLAT BOOK 84 PAGE 100 LOT 65 BLOCK 1	\$599.36	\$4,071.41
BRONNER CARYL District: 707 (7050)	137-26-513-120 001317 DREAM BRIDGE DR BROOKFIELD PARCEL U, PLAT BOOK 84 PAGE 100 LOT 131 BLOCK 4	\$827.42	\$4,299.47
CORRAL RAFAEL District: 707 (7050)	137-26-715-045 011024 SONOMA CREEK CT NAPA HILLS BY LEWIS HOMES-UNIT 3, PLAT BOOK 90 PAGE 78 LOT 250 BLOCK 4	\$749.22	\$3,712.25
TAMPA CATHI District: 707 (7050)	137-26-717-016 011013 ROSSI AV SONOMA HILLS BY LEWIS HOMES UNIT 1, PLAT BOOK 88 PAGE 69 LOT 16 BLOCK 1	\$752.96	\$3,740.22
WELLS AILEEN District: 707 (7050)	137-35-614-047 000569 ASPEN LEAF ST ASPEN MEADOWS-UNIT ONE, PLAT BOOK 96 PAGE 5 LOT 51 BLOCK 2	\$718.23	\$3,479.70
LEE YUNSUK District: 707 (7050)	137-36-112-073 010657 PRIMROSE ARBOR AV ROSEWOOD BY PARDEE-PHASE 1, PLAT BOOK 79 PAGE 76 LOT 3 BLOCK 2	\$450.70	\$4,017.63
NUNEZ HECTOR E DENUNEZ SANDRA A District: 707 (7050)	137-36-214-022 010617 MOON FLOWER ARBOR PL ROSEWOOD BY PARDEE-PHASE 2, PLAT BOOK 85 PAGE 7 LOT 34 BLOCK 1	\$842.02	\$4,408.99
LINGAD ANNE CATHERINE District: 707 (7050)	137-36-313-103 010517 REDWOOD ASH AV DESERT BLOOM, PLAT BOOK 89 PAGE 19 LOT 155 BLOCK 2	\$786.62	\$3,993.02
NEBEKER MILES E District: 707 (7050)	137-36-411-138 000801 TITAN PEAK PL -UT 102 AMBER RIDGE CONDO IN THE ARBORS SUMMERLIN VILLAGE 11 12 PCL KK, PLAT BOOK 86 PAGE 13 UNIT 102 BLDG 19	\$375.34	\$2,215.89
RANCH DANIEL District: 707 (7050)	137-36-411-185 000831 SUNRISE PEAK LN -UT 203 AMBER RIDGE CONDO IN THE ARBORS SUMMERLIN VILLAGE 11 12 PCL KK, PLAT BOOK 86 PAGE 13 UNIT 203 BLDG 25	\$376.94	\$2,217.49
YOUNG DESHAWN District: 707 (7050)	137-36-711-007 000628 EDGEBROOK DR SUMMERLIN VILLAGE 11/12 CANYON VISTA, PLAT BOOK 77 PAGE 67 LOT 24 BLOCK A	\$1,534.52	\$9,607.55

DAVIS FAMILY TRUST District: 707 (7050)	137-36-711-013 000621 EDGEBROOK DR SUMMERLIN VILLAGE 11/12 CANYON VISTA, PLAT BOOK 77 PAGE 67 LOT 30 BLOCK A	\$1,534.52	\$9,607.55
PARK RUN ACQUISITION L L C District: 707 (7050)	137-36-811-019 SUMMERLIN VILLAGE 12 BUSINESS PARK PARCEL AA LOT 2, PLAT BOOK 87 PAGE 14 PT LOT 1 BLOCK B	\$6,525.90	\$47,077.58
LEE MYUNG SUN District: 808 (7051)	137-26-315-022 000076 ESCONDIDO CANYON ST VILLAGE 20-SUMMERLIN PARCEL T & U UNIT 2, PLAT BOOK 106 PAGE 55 LOT 141 BLOCK 6	\$1,685.18	\$11,435.27
COLUMBUS STEVEN H & LISA B District: 808 (7051)	137-26-316-020 011636 LA MIRAGO PL VILLAGE 20-SUMMERLIN PARCEL T & U UNIT 3, PLAT BOOK 106 PAGE 56 LOT 116 BLOCK 4	\$1,685.18	\$11,435.28
FAJARDO ROVIC V CRANDALL MATTHEW G District: 808 (7051)	137-26-411-061 000180 POPOLO DR MONTEROSSA UNIT 1, PLAT BOOK 101 PAGE 54 LOT 114 BLOCK C	\$1,484.41	\$9,827.06
SCARCELLI GINA L District: 808 (7051)	137-26-720-023 000164 PIONEER PEAK PL SAGE HILLS AT THE SUMMERLIN VISTAS, PLAT BOOK 104 PAGE 82 LOT 22 BLOCK 1	\$1,096.50	\$6,719.96
FLUKER MARK S District: 808 (7051)	137-26-816-017 011242 REVELRY LN BELLA VISTA AT THE VISTAS-UNIT 2, PLAT BOOK 102 PAGE 86 LOT 46 BLOCK A	\$1,298.08	\$8,334.58
BONHAM MICHAEL B District: 808 (7051)	137-27-812-065 000333 MARBLE FALLS ST TALAVERDE AT THE VISTAS, PLAT BOOK 106 PAGE 48 LOT 77 BLOCK 2	\$1,591.41	\$10,684.17
BAND WAGON BOY L L C Districts: 808 & 809 (7051 & 7060)	137-34-411-098 012283 LA PRADA PL PALOMAR AT THE PASEOS, PLAT BOOK 111 PAGE 86 LOT 97 BLOCK D	\$1,877.25	\$13,399.86
KONG ANDY District: 808 (7051)	137-34-611-022 011733 VILLA MALAPARTE AV CAPRI UNIT-2 AT THE VISTAS, PLAT BOOK 107 PAGE 77 LOT 37 BLOCK A	\$1,086.68	\$6,641.38
FREMONT INVESTMENT & LOAN District: 808 (7051)	137-34-612-054 011740 VIA VERA CRUZ CT SOLANO AT THE VISTAS, PLAT BOOK 108 PAGE 71 LOT 63 BLOCK 1	\$1,163.13	\$7,253.77
BAZAK BEDOR Districts: 808 & 809 (7051 & 7060)	137-34-615-034 000517 IVY SPRING ST MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 95 BLOCK 4	\$1,464.75	\$9,991.05

ROSER KEVIN R Districts: 808 & 809 (7051 & 7060)	137-34-615-053 000545 IVY SPRING ST MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 124 BLOCK 5	\$1,464.75	\$9,991.05
MNATSAKANYAN ASHOT Districts: 808 & 809 (7051 & 7060)	137-34-615-054 000516 WANDERING VIOLETS WY MARIPOSA AT THE PASEOS-UNIT 2, PLAT BOOK 113 PAGE 32 LOT 123 BLOCK 5	\$1,464.75	\$9,991.05
ALAVEZ DAVID District: 808 (7051)	137-34-616-015 000718 OCASO ST PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 25 BLOCK 1	\$679.96	\$3,383.66
MERITAGE MORTGAGE LOAN TR 2005-2 District: 808 (7051)	137-34-711-027 011705 GROTTA AZZURRA AV CAPRI UNIT-1 AT THE VISTAS, PLAT BOOK 107 PAGE 63 LOT 70 BLOCK A	\$1,086.68	\$6,641.37
ROJAS SWEET J District: 808 (7051)	137-34-713-018 011749 VILLA SAN MICHELE CT CAPRI UNIT-2 AT THE VISTAS, PLAT BOOK 107 PAGE 77 LOT 55 BLOCK A	\$1,086.68	\$6,641.38
UNIVERSAL AMERICAN MORTGAGE CO Districts: 808 & 809 (7051 & 7060)	137-34-717-028 011836 AMISTOSO LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 50 BLOCK 2	\$1,166.10	\$7,527.05
LUO HUI JUN HAU NELSON District: 808 (7051)	137-34-717-049 011836 MENCHACA LN PARCEL H AT THE PASEOS, PLAT BOOK 114 PAGE 9 LOT 78 BLOCK 3	\$679.96	\$3,383.66
BASHIR SAJID H Districts: 808 & 809 (7051 & 7060)	137-34-719-008 000848 LOMA BONITA PL LOS LOMAS AT PASEOS PARCEL F AT VILLAGE 23A, PLAT BOOK 115 PAGE 13 LOT 42 BLOCK A	\$2,001.37	\$14,419.32
T & J FENNEL FLOWER L L C Districts: 808 & 809 (7051 & 7060)	137-34-814-046 001060 FENNEL FLOWER CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 46 BLOCK A	\$1,038.87	\$6,568.80
PAYNE VINCENT Districts: 808 & 809 (7051 & 7060)	137-34-814-106 012061 HATHAWAY PINES LN CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 106 BLOCK B	\$1,051.51	\$6,581.45
HOMM KEVIN A Districts: 808 & 809 (7051 & 7060)	137-34-816-035 001060 CALVIA ST CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 35 BLOCK A	\$1,210.65	\$7,894.50
CAMPBELL ROBERT C CLARKE NEIL A Districts: 808 & 809 (7051 & 7060)	137-34-816-063 011817 BUSSERO CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 63 BLOCK A	\$1,210.65	\$7,894.49

WHITLOCK ZACHARY JO Districts: 808 & 809 (7051 & 7060)	137-34-817-036 011835 PORTINA DR -UT 1023 CORONADO AT SUMMERLIN AMD, PLAT BOOK 119 PAGE 19 UNIT 1023 BLDG 8	\$934.62	\$5,616.59
RAMIREZ JULIUS A & SHEILA A District: 808 (7051)	137-35-114-014 011544 COSTA LINDA AV SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 107 BLOCK B	\$1,181.18	\$7,398.40
LEE YOUNG GUI District: 808 (7051)	137-35-114-031 000549 PLAYA LINDA PL SONESTA UNIT #2, PLAT BOOK 105 PAGE 96 LOT 124 BLOCK B	\$1,181.18	\$7,398.39
CHON CHONG IL District: 808 (7051)	137-35-116-041 011575 ARUBA BEACH AV SONESTA UNIT #3, PLAT BOOK 107 PAGE 66 LOT 99 BLOCK B	\$1,181.18	\$7,398.38
FRASER CHARLENE D District: 808 (7051)	137-35-212-012 000584 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 12 BLOCK E	\$1,181.18	\$7,398.39
SYQUIO CARLOS P & MARILYN M District: 808 (7051)	137-35-212-026 000567 LACABANA BEACH DR SONESTA UNIT #1, PLAT BOOK 105 PAGE 63 LOT 134 BLOCK B	\$1,181.18	\$7,398.40
SCARCELLI GINA District: 808 (7051)	137-35-217-020 011608 SLEEPY HEAVEN PL HILLSTONE UNIT #1 AT THE SUMMERLIN VISTAS, PLAT BOOK 107 PAGE 84 LOT 108 BLOCK C	\$1,277.06	\$8,166.22
MARTINEZ MANUEL J & LAURA C District: 808 (7051)	137-35-313-014 011620 LONGHIRST HALL LN SOMERSET UNIT 2, PLAT BOOK 107 PAGE 81 LOT 123 BLOCK C	\$508.56	\$5,476.82
VILLANUEVA FREDDIE DENNIS District: 808 (7051)	137-35-318-043 000792 SAN JACOMA PL VISTA VERDE AT SUMMERLIN UNIT #2, PLAT BOOK 109 PAGE 65 LOT 61 BLOCK 1	\$1,363.94	\$8,862.10
CHOI KYOUNG JIN District: 808 (7051)	137-35-320-037 011510 VIA PRINCESSA CT MIRALESTE AT SUMMERLIN UNIT 3, PLAT BOOK 112 PAGE 55 LOT 104 BLOCK 2	\$1,707.30	\$11,612.57
ANTAL ROBERT District: 808 (7051)	137-35-416-027 011621 CABO DEL VERDE AV CASA ROSA, PLAT BOOK 112 PAGE 48 LOT 27 BLOCK 1	\$1,240.99	\$7,877.31
SHOTEN CHARLES T District: 808 (7051)	137-35-417-007 000944 VISCANIO PL MIRAMONTE AT SUMMERLIN, PLAT BOOK 112 PAGE 75 LOT 18 BLOCK A	\$1,803.84	\$12,385.96

MATTERN RYAN District: 808 (7051)	137-35-418-007 001012 BRINKMAN ST TALEGA AT THE VISTAS-UNIT 2, PLAT BOOK 113 PAGE 61 LOT 65 BLOCK 1	\$1,126.71	\$6,962.05
PASCASCIO CHARLES B District: 808 (7051)	137-35-511-016 011237 NEWBURY HILLS AV ASHTON PARK AT THE VISTAS, PLAT BOOK 100 PAGE 12 LOT 45 BLOCK 1	\$1,204.24	\$7,582.94
SINGH RAJEEV District: 808 (7051)	137-35-514-013 011208 PLAYA BONITA AV SAN MARCOS-UNIT 2, PLAT BOOK 105 PAGE 62 LOT 73 BLOCK 5	\$1,225.48	\$7,753.26
PARADA MANUEL JUAREZ District: 1479 (7057)	139-35-314-011 001605 CARSON AV MAYFAIR TRACT #1, PLAT BOOK 2 PAGE 30 LOT 28 BLOCK 1	\$353.13	\$601.59
ALLEN MARGARET L LIVING TRUST District: 1479 (7057)	139-35-412-033 000245 EARL ST MAYFAIR TRACT #1, PLAT BOOK 2 PAGE 30 LOT 10 BLOCK 6	\$386.89	\$650.15
SANTANA BELKIS District: 1479 (7057)	139-35-412-042 001610 LEWIS AV MAYFAIR TRACT #1, PLAT BOOK 2 PAGE 30 LOT 3 BLOCK 4	\$386.89	\$650.15
RANAN ROLANDO J & PACITA District: 1479 (7057)	139-35-413-016 001636 MAYFAIR PL MAYFAIR TRACT #2 AMD, PLAT BOOK 2 PAGE 47 LOT 33 BLOCK 4	\$394.34	\$657.60
BENNER CHARLES A & LULA C District: 1479 (7057)	139-35-413-113 001730 LEWIS AV MAYFAIR TRACT #2 AMD, PLAT BOOK 2 PAGE 47 LOT 14 BLOCK 10	\$395.90	\$613.65
ASHRAF ASAD District: 809 (7060)	137-34-412-018 012128 ESPANA CT GRANADA AT SUMMERLIN-UNIT 1, PLAT BOOK 112 PAGE 54 LOT 135 BLOCK 2	\$1,013.11	\$6,359.21
MAMIGONIAN EDWIN District: 809 (7060)	137-34-814-043 001067 SONORA HILL CT CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 43 BLOCK A	\$721.79	\$3,900.45
GEARHART LARRY L JR GEARHART ELVIE RIVAS District: 809 (7060)	137-34-814-103 012049 HATHAWAY PINES LN CALAVERA AT SUMMERLIN, PLAT BOOK 115 PAGE 55 LOT 103 BLOCK B	\$721.79	\$3,900.45
SANDICO TED District: 809 (7060)	137-34-816-099 011833 AMPUCIA CT CORDOVA AT SUMMERLIN, PLAT BOOK 117 PAGE 24 LOT 99 BLOCK B	\$811.10	\$4,654.30
PENALOSA WINSTON S District: 1480 (7065)	138-03-110-023 007458 ALAMO SUMMIT DR CANYON RANCH EST UNIT #2, PLAT BOOK 47 PAGE 90 LOT 41 BLOCK 1	\$411.82	\$1,090.96

JUNIEL WILLIE C & BONNIE B District: 1478 (7067)	139-29-513-005 NORMANDY EST SUB ADD, PLAT BOOK 15 PAGE 95 LOT 3 BLOCK 2 & PT VAC ALLEY	\$872.81	\$5,162.03
BAKER MONIQUE District: 1501 (7068)	139-35-313-010 001409 MANZANITA WY LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 10 BLOCK F	\$388.92	\$782.79
RAMIREZ JESUS District: 1501 (7068)	139-35-313-011 001405 MANZANITA WY LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 11 BLOCK F	\$388.92	\$782.79
LAHAIE CHRISTOPHER WILLIAM District: 1501 (7068)	139-35-410-014 000424 S 14TH ST LADD ADD, PLAT BOOK 1 PAGE 2 LOT 15 BLOCK 13	\$351.37	\$512.98
CORTEZ AURORA District: 1501 (7068)	139-35-411-011 001404 BRIDGER AV LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 2 BLOCK D	\$324.60	\$718.47
APPEL KALMAN District: 1501 (7068)	139-35-411-017 001417 JOSHUA WY LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 8 BLOCK D	\$388.92	\$782.79
ALCAZAR ARTURO L & CLEMENTINA O District: 1501 (7068)	139-35-411-030 001413 LEWIS AV LAS VEGAS DEVELOPMENT CO ADD RESUB BLKS 16,17 & 18 LADD ADD, PLAT BOOK 2 PAGE 51 LOT 9 BLOCK C	\$388.93	\$782.80

* Includes whole amount of unpaid assessment, accrued and delinquent interest to January 30, 2007, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS § 271.555 to NRS § 271.575. The sale shall be continued from day to day as provided in NRS § 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS § 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he / she is required to pay to the City in order to be restored to the right to pay his / her assessments in installments pursuant to NRS § 271.410(2).

****For additional information or questions, please call (702) 229-4942. Updated notices of sale will be posted**

on www.amgnv.com.

IN WITNESS WHEREOF, I have affixed my signature as of October 4, 2006

/s/ Mark R. Vincent

Department of Finance & Business Services/
City Treasurer

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-76-2006 Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating there to - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division: Finance and Business Services

Amount:

Funding Source:

PURPOSE/BACKGROUND:

NRS 271.545 states that when an assessment or installment becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-76-2006

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

RESOLUTION NO. R-76-2006

**A RESOLUTION DIRECTING THE CITY TREASURER TO
GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT
TO THE LIEN OF A DELINQUENT ASSESSMENT IN
CERTAIN DISTRICTS; AND PROVIDING OTHER
MATTERS PROPERLY RELATING THERETO**

WHEREAS, the City has heretofore created the Special Improvement Districts identified in the Notice below (the Districts); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes (NRS) 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410 to the extent provided in the notice as set forth in Section 2. The sale shall take place at 2:00 p.m. on December 5, 2006 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 pm. on December 5, 2006, the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

<u>Name of Owner</u>	<u>Description</u> of <u>Property</u>	<u>District No.</u>	<u>Total Amount Due to Date of Sale **</u>
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[insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.]

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to December 5, 2006, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

** (Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to December 5, 2006, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

As provided in NRS 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS 271.410 , at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

Please take Notice that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of October 18, 2006.

/s/ Mark R. Vincent
Director of Finance & Business Services/
City Treasurer

*Insert in mailed notice only.

(End of Form of Notice of Sale)

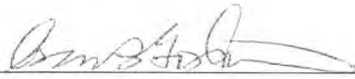
Section 3. The notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED October 18, 2006.

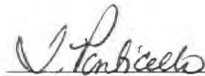


Mayor

(SEAL)



City Clerk



Approved as to Form 10/4/06

STATE OF NEVADA)
):ss
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified and acting City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on October 18, 2006.

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 the Council as follows:

Those Voting Aye:	Oscar Goodman Gary Reese Larry Brown Lawrence Weekly Steve Wolfson Lois Tarkanian
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Those Voting Nay:	None
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Those Absent:	Steven D. Ross
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3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the 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 Council, to wit:

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

and

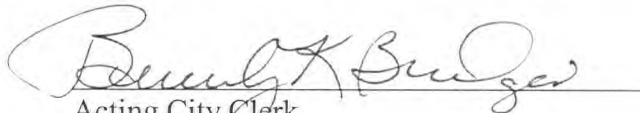
(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day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

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

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

8. A copy of the notice so given of the meeting of the Council held on October 18, 2006 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this March 22, 2007.


Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

<http://www5.law.gosnet.edu/civnetuk/cashe/0/1515445.htm> 1/4/2010 10:30 10/20/2009

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

12. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security's State Homeland Security Program (SHSP) in the amount of \$215,338 - All Wards
13. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Urban Area Security Initiative (UASI) Grant Program in the amount of \$176,760 - All Wards
14. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Citizen Corps Grant Program (CCP) in the amount of \$221,818 - All Wards

FIELD OPERATIONS - CONSENT

15. Approval authorizing staff to apply for a Recreation and Public Purposes Lease from the Bureau of Land Management for approximately 5 acres of land for APN 125-18-601-032 located in the vicinity of Farm Road and Tee Pee Lane (\$100 - Real Estate/Rental of Land) - Ward 6 (Ross)
16. Approval of a Purchase and Sale Agreement whereby the Economic Opportunity Board of Clark County sells to the City of Las Vegas real property located at 951 E Street (\$850,000 plus closing costs - Affordable Housing/Acquisition Real Property) - Ward 5 (Weekly)
17. Approval of an Easement and Rights-of-Way from the City of Las Vegas to the Las Vegas Valley Water District to cancel and supersede the Easement and Rights-of-Way previously on record for drainage pipeline purposes to service APNs 125-21-701-011 and 125-21-601-009 commonly known as Centennial Hills Community Center located in the vicinity of Deer Springs Way and Buffalo Drive - Ward 6 (Ross)
18. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right of Entry previously on record and continue to allow Nevada Power Company access to the sites for electrical systems needs at 633 and 655 North Mojave Road, commonly known as the Fire Training Center and Animal Foundation of Nevada, APNs 139-25-405-008 and 139-25-801-004 - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of a Special Event License for Crofts & Miller, Inc., Location: Ice House Pub, 650 South Main Street, Dates: October 20 - 21 and November 17 - 18, 2006, Type: Special Event General, Event: Concert Series, Responsible Person In Charge: John Barrett - Ward 3 (Reese)
21. Approval of a Special Event License for St. Francis de Sales Catholic Church, Location: Church Campus, 1111 North Michael Way, Dates: October 22, 2006, Type: Special Event General, Event: Fourth Annual Int'l Carnival and Bazaar Fundraiser, Responsible Person In Charge: Norm Heter, Ward 5 (Weekly)
22. Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Meatheads, LLC, dba Meatheads 1, To: The Bunkhouse, LLC, dba Meatheads 1, 1121 South Decatur Boulevard, Suite 120, Charles J. Fox, Mgr, Mmbr, 100% - Ward 1 (Tarkanian)
23. Approval of Principal to Participate in Gaming Revenue for a Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Red Card, LLC, dba Convenience Super Store, 8490 Westcliff Drive, Murray L. Petersen, Mgr, Mmbr, 100% - Ward 2 (Wolfson)
24. Approval of a new Locksmith License subject to the provisions of the planning and fire codes,

Mega Locksmith, Inc., dba Mega Locksmith, Inc., 2800 West Sahara Avenue, Suite 1-K, Meir B. Hashalom, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

25. Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Assaf Cohen, dba Family Jiu-Jitsu, 3281 North Decatur Boulevard, Suite 170, Assaf Cohen, 100% - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

26. Approval of revision to Purchase Order No. 220558 for Annual Requirements Contract for Asphaltic Concrete Pavement Reconstruction - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$600,000 - General Fund)
27. Approval of revision to Purchase Order No. 218379 for Annual Requirements Contract for Asphalt Overlay - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$1,100,000 - General Fund)
28. Approval of Agreement No. 07-16514, Engineering Design Services Agreement for Hoover Avenue and Casino Center Boulevard Streetscape Improvements - Department of Public Works - Award recommended to: CARTER & BURGESS, INC. (\$308,988 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)
29. Approval of award of Modification No. 1 to Contract No. 060017 for Maintenance of Yucca Mountain Monitoring Program - Office of Administrative Services - Award recommended to: URBAN ENVIRONMENTAL RESEARCH, LLC (\$60,000 - Multipurpose Special Revenue Fund)
30. Approval of award of an Interlocal Agreement for a Wireless Assessment Study by and between the City of Las Vegas and County of Clark, Nevada - Department of Information Technologies - All Wards
31. Approval of award of Contract No. 060253 for a Wireless Assessment Study - Department of Information Technologies - Award recommended to: CIVITIUM, LLC (\$117,000 - Computer Services Internal Service Fund)
32. Approval of Agreement No. 07-16738, Engineering Design Services Agreement for Rancho Painted Desert Sewer Rehabilitation - Department of Public Works - Award recommended to: VPOINT/TRC (\$199,490 - Sanitation Enterprise Fund) - Ward 4 (Brown) and Ward 6 (Ross)
33. Approval of award of Agreement No. 070022 for Field Reporting Interface Software Licensing and Professional Services - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$429,053 - Detention and Enforcement Capital Projects Fund) - All Wards
34. Approval of award of Bid No. 06.1730.35-LED, Cheyenne Avenue Street Rehabilitation, Rampart Blvd. to Buffalo Drive to US 95 and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$3,198,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)
35. Approval of Agreement No. 070117 for a Blanket Professional Services Agreement associated with various construction related projects - Department of Public Works - Award recommended to HARRIS & ASSOCIATES (\$250,000 - Various Funds) - All Wards
36. Approval of Agreement No. 070115, Engineering Design Services Agreement for Cliff Shadows Parkway Improvements - Department of Public Works - Award recommended to: VTN NEVADA (\$344,018 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

HUMAN RESOURCES - CONSENT

37. Approval to contract with Health Plan of Nevada (HPN) for Health Maintenance Organization (HMO) services (\$2,305,000 - Self-insurance Internal Service Fund)
38. Approve the deferred compensation contracts with The Hartford, ICMA-RC, and Nationwide to include a loan provision
39. Approval to extend the contract with Southwest Administrators (SWA) for Third Party Administration Services (\$211,000 - Self-insurance Internal Service Fund)
40. Approval to renew the contract with Lumenos as administrator for Consumer Driven Health Care (\$610,000 - Self-insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

41. Approval of the Memorandum of Understanding (MOU) for the Homeownership for Educators Program between the Clark County School District (CCSD) and the city of Las Vegas - All Wards
42. Approval to enter into an Agreement for Quality Enhancement Programs and Services between the Economic Opportunity Board Community Action Partnership - Childcare Assistance Division (EOB-CCAD) and the City of Las Vegas to receive \$140,000 for the Parents As Learning Support program (PALS) - All Wards
43. Approval of the Parents As Learning Support (PALS) funding recommendations to allocate \$140,000 in State Grant Funds to 26 Clark County School District elementary schools within the city of Las Vegas for the implementation of programs to increase parent involvement in education - All Wards
44. Approval to allocate \$400,000 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II for the construction costs of Phase I of their affordable housing project located at Main and Owens - Ward 5 (Weekly)
45. Approval of Amendments to Caminar's Housing Opportunities for Persons with AIDS (HOPWA) Agreements for a total of \$60,000 in HOPWA grant funds for Housing Operations, Tenant-Based Rental Assistance and Supportive Services for Persons with HIV/AIDS - All Wards

PUBLIC WORKS - CONSENT

46. Approval of an Encroachment Request from Taney Engineering on behalf of Down the Road, LLC, owner (509 South 7th Street) - Ward 3 (Reese)
47. Approval of an Encroachment Request from Civilworks, Incorporated, on behalf of Citibank Nevada National Association, owner (Sahara Avenue west of Lake Sahara Drive) - Ward 2 (Wolfson)
48. Approval of an Encroachment Request from Dunnam Civil Engineers, Incorporated, on behalf of Durango and Centennial, LLC, owner (northwest corner of Durango Drive and Centennial Parkway) - Ward 6 (Ross)
49. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Red Rock Engineering on behalf of Acropolis Investments, Ltd., owner (south of Racel Street, east of Monte Cristo Way, APNs 125-10-404-001 and -002) - County (near Ward 6 - Ross)
50. Approval of Interlocal Contract LAS24D06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) for construction and construction management for Gowan Lone Mountain System - Branch 4 (\$4,902,407 - CCRFC) - Ward 6 (Ross)
51. Approval of Interlocal Contract 538 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering, right-of-way and construction of Fiscal Year 2006-2007 Traffic Capacity and Safety Improvement projects (\$5,250,000 - RTC) - All Wards
52. Approval of Interlocal Contract 539 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering and construction of half street improvements adjacent to Regional Flood Control Detention Basin projects - Fiscal Year 2006-2007 (\$500,000 - RTC) - All Wards
53. Approval of Interlocal Contract 543 between the City of Las Vegas and the Regional Transportation Commission (RTC) for a corridor study of Las Vegas Boulevard, Owens Avenue to I-515 (\$100,000 - RTC) - Ward 5 (Weekly)
54. Approval of a Bill of Sale to the Las Vegas Valley Water District for transfer of ownership of water distribution facilities installed in conjunction with the Elkhorn Overpass (US-95) - Ward 6 (Ross)

RESOLUTIONS - CONSENT

55. R-74-2006 - Approval of a resolution indicating the City of Las Vegas support of the issuance by Clark County, Nevada of Economic Development Bonds for the benefit of Opportunity Village Foundation and Opportunity Village Association for Retarded Citizens - Ward 1 (Tarkanian)
56. R-75-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement

- Districts and in certain other districts and providing other matters properly relating thereto - All Wards
57. R-76-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating there to - All Wards
 58. R-77-2006 - Approval of a resolution supporting the White Pine County Conservation, Recreation and Development Action of 2006 that establish an expanded and improved Southern Nevada Public Land Management Act (SNPLMA) affordable housing program and that streamline SNPLMA funding for local parks and trails projects - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

59. Report from the City Manager on Emerging Issues
60. Report and possible action related to the Las Vegas Strategic Plan Priorities concerning "Promote healthy lifestyles for all segments of the community" and "Provide a safe environment for our residents, businesses and visitors using a community oriented approach" - All Wards
61. Report and possible action on an update of the City of Las Vegas Arts Commission Fiscal Year 2006-2007 Municipal Arts Plan

CITY ATTORNEY - DISCUSSION

62. Hearing, discussion and possible action concerning petition for rehearing in the matter of the Department of Finance and Business Services on behalf of the City of Las Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

63. Discussion and possible action regarding Temporary Approval of a Six-Month Review of a Supper Club License, Ajuua, Inc., dba Ajuua! Mexican Restaurant & Cantina, 2100 Fremont Street, Daniel R. Cardena, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)
64. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Tavern License, Nevada Receivership, LLC, dba Crazy Horse Too, 2476 Industrial Road, Michael J. Signorelli, Managing Mmbr, 100% - Ward 3 (Reese)
65. ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2955, 3290 South Fort Apache Road, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 125 - SUP-14684) - Ward 2 (Wolfson)
66. ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2990, 6390 West Lake Mead Boulevard, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 126 - SUP-14687) - Ward 6 (Ross)
67. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 1910 Village Center Circle, Suite 9, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
68. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 7290 West Lake Mead Boulevard, Suite 3, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 1 (Tarkanian)
69. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja

- Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 9310 West Sahara Avenue, Suite 1, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
70. Discussion and possible action regarding Temporary Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Wineaux, Inc., dba VINO 100, 7220 Azure Drive, Suite 120, Natalie E. Buster, Dir, Pres, Secy, 50% and Teresa J. Berry, Dir, Treas, 50% - Ward 6 (Ross)
 71. Discussion and possible action regarding a Six-Month Review of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots, Toma Herfi Incorporated, dba Durango Market, 6955 North Durango Boulevard, Suites 1113 & 1114, Samir Toma, Dir, Pres, 50% and Louie G. Herfi, Dir, Secy, Treas, 50% - Ward 6 (Ross)
 72. ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Package License and Restricted Gaming License for 7 Slots, Bock & Bock, dba Four Aces Emporium, From: 124 South 1st Street, To: 519 East St. Louis Avenue, Howard G. Bock, 50% jointly with spouse and Caryl E. Bock, 50% jointly with spouse (NOTE: Item to be heard in the afternoon session in conjunction with Item 128 - SUP-15442) - Ward 3 (Reese)
 73. Discussion and possible action regarding Temporary Approval of a new Tavern-limited License subject to the provisions of the planning and fire codes and Health Dept. regulations, Metro Relic, LLC, dba Kismet, 105 South Las Vegas Boulevard, Marianne Kain-Morane, Managing Mmbr and Jane Pike, Mmbr - Ward 5 (Weekly)
 74. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, MP Partners-Summerlin, LLC, dba Makino's Sushi Seafood Buffet & Lounge, 1225 South Fort Apache Road, Suite 100, Masako Ishitsuka, Mgr, Mbr, Masashi Endo, Mgr, Mmbr, PAC Consulting, Inc, Managing Mmbr, 50%, Masashi Endo, Pres, Las Vegas Kitchen, LLC, Managing Mmbr, 50%, Masako Ishitsuka, Mgr, Mmbr - Ward 2 (Wolfson)
 75. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes and Health Dept. regulations and approval by the Nevada Gaming Commission, From: L & I Properties, Inc., dba O'Aces Bar & Grill, Leonard B. Shapiro, Dir, Pres, Secy, Treas, 100%, To: Huntridge Shopping Center, LLC, dba O' Aces Bar & Grill, 3003 North Rainbow Boulevard, Paul L. Kellogg III, Mmbr, Mgr, 50% and Bert P. Woywod, Mmbr, Mgr, 50% - Ward 5 (Weekly)
 76. Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Supper Club License subject to the provisions of the planning codes, From: Props Mongolian Grill, LLC, dba Props Mongolian Grill, LLC (Non-Operational), Nicholas S. Kalair, Mmbr, 100%, To: Pumi Sahara Chinese Restaurant, LLC, dba Pumi Oriental Restaurant, 9026 West Sahara Avenue, Jae Soon An, Managing Mmbr, 50% and Pyong Chal An, Managing Mmbr, 50% (NOTE: Item to be heard in the afternoon session in conjunction with Item 108 - SUP-14190) - Ward 2 (Wolfson)
 77. Discussion and possible action regarding a new Temporary Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)
 78. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Nancy Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Nancy Evans, 50% - Ward 3 (Reese)

PUBLIC WORKS - DISCUSSION

79. Report on the status of the Regional Transportation Commission (RTC) Bus Rapid Transit

RESOLUTIONS - DISCUSSION

80. R-78-2006 - Discussion and possible action regarding a Resolution Repealing Resolution R-26-2003, Which Established a Judicial Selection Committee – All Wards
81. R-79-2006 - Discussion and possible action regarding a Resolution consenting to the undertakings

82. R-80-2006 - Discussion and possible action on a Resolution expressing opposition to the state ballot initiative known as the "Property Owners' Bill of Rights" - All Wards
83. R-81-2006 - Discussion and possible action regarding a Resolution adopting the city of Las Vegas Green Building Program - All Wards
84. R-82-2006 - Discussion and possible action on a Resolution expressing opposition to State Ballot Question No. 7, a proposed amendment to the Nevada Revised Statutes to allow and regulate the sale, use, and possession of marijuana
85. R-83-2006 - Discussion and possible action on a Resolution setting forth the policy of the City regarding the use of eminent domain to take private property for transfer to another for private commercial enterprise

86. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2006
87. BOARD OF CIVIL SERVICE TRUSTEES – E. Lavonne Lewis, Term Expiration 11-8-2006
88. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Marjean Shea,
Term Expiration 12-11-2008 (Resigned 8-8-2006)

89. Bill No. 2006-55 – Annexation No. ANX-15018 – Property location: On the northwest corner of Craig Road and Tenaya Way; Petitioned by: Clayton Family Trust; Acreage: 1.39 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Larry Brown
90. Bill No. 2006-57 – Amends Ordinance No. 5834, relating to the annexation of property, to correct the legal description contained therein (General Location - the southwest corner of Charleston Boulevard and Lindell Road). Proposed by: M. Margo Wheeler, Director of Planning and Development
91. Bill No. 2006-58 – Updates and strengthens Municipal Code provisions so as to better discourage, detect and punish those who would drive under the influence of alcohol, controlled substances, chemicals, organic solvents, compounds or any combination of these. Sponsored by: Councilman Steve Wolfson

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.

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.

92. Bill No. 2006-59 – Establishes certain minimum community service requirements as part of the punishment for contributory delinquency or contributory neglect related to graffiti or property damage. Sponsored by: Mayor Oscar B. Goodman

BUSINESS ITEMS - AFTERNOON

93. 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

94. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 2745 Barrington Circle. PROPERTY OWNER: COUNTRYWIDE HOME LOANS INC – Ward 2 (Wolfson)
95. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 8248 Gunther Circle. PROPERTY OWNER: WILLIAM H. CHEEK, JR. – Ward 2 (Wolfson)
96. Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 4108 Roxanne Drive. PROPERTY OWNER: CHARLES HOWARD ADAMS - Ward 6 (Ross)
97. Hearing to review the conditions set by City Council regarding the Appeal to the Notice and Declaration of Chronic Nuisance located at 1616 S. Las Vegas Boulevard. PROPERTY OWNERS: COOK LIVING TRUST - C/O BROOKS ROBYNE J TRUST - C/O N COOK - Ward 3 (Reese)

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.

98. EOT-15236 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4506) THAT ALLOWED A PAWN SHOP at 6890 North Durango Drive (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
99. EOT-15238 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4507) THAT ALLOWED A FINANCIAL INSTITUTION, SPECIFIED adjacent to the northwest corner of Durango Drive and Dorrell Lane approximately 600 feet north of Dorrell Lane (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
100. EOT-15239 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4509) THAT ALLOWED SECOND HAND SALES adjacent to the northwest corner of Durango Drive and Dorrell Lane approximately 600 feet north of Dorrell Lane (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
101. EOT-16411 - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for an Extension of Time of an approved Rezoning (ZON-4635) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). Staff recommends APPROVAL
102. EOT-16402 - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for an Extension of Time of an approved Site Development Plan Review (SDR-4638) THAT ALLOWED AN OFFICE AND PARKING LOT on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), R-E (Residence Estates) Zone under Resolution of Intent to P-R (Professional Office and Parking) Zone, Ward 6

103. EOT-16475 - APPLICANT: SAM HAMIKA - OWNER: DI PROPERTIES, INC. - Request for an Extension of Time of an approved Rezoning (ZON-3371) FROM: C-V (CIVIC) TO: C-1 (LIMITED COMMERCIAL) on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road (APN 139-25-405-009), Ward 3 (Reese). Staff recommends APPROVAL

105. EOT-16586 - APPLICANT: THE APARTMENT COMPANY - OWNER: RANCHO DEL SOL LLC - Request for an Extension of Time of an approved Variance (VAR-6681) THAT ALLOWED A REDUCTION OF MINIMUM LOT SIZE, SETBACKS AND DWELLING UNITS PER LOT on 3.42 acres at 1536 North 22nd Street and 1537 North 23rd Street (APNs 139-26-503-006 and 007), R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

108. SUP-14190 - PUBLIC HEARING - APPLICANT: PYONG CHAL AN - OWNER: CANYON LAKES GLASER, LLC - Request for a Special Use Permit FOR THE CONVERSION OF AN EXISTING RESTAURANT TO A SUPPER CLUB at 9026 West Sahara Avenue (APN 163-05-410-004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 76. The Planning Commission (7-0 vote) and staff recommend APPROVAL

110. SUP-15788 - PUBLIC HEARING - APPLICANT: BENJAMA TAECHANARONG - OWNER: B.E. UNO, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RESTAURANT at 556 North Eastern Avenue, Suite H (APN 139-36-111-000), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

<http://www5.lacuerpoecoloda.gov/ciudad/cacha/0/151-54-45-01-45-1> 1 4/40100000 40/0010000

- PACIFIC RETAIL PROPERTIES, INC., ET AL - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RESTAURANT at 342 South Decatur Boulevard (APN 138-36-601-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
112. SDR-15762 - PUBLIC HEARING - APPLICANT: KGA ARCHITECTURE - OWNER: FIRST GOOD SHEPHERD EVANGELICAL LUTHERAN CHURCH OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 12,480 SQUARE-FOOT PRIVATE SCHOOL AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 0.85 acres at 312, 318, 324, and 330 South 13th Street (APNs 139-35-410-001 through 004), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
113. VAC-15514 - PUBLIC HEARING - APPLICANT: ROMANO REALTY - OWNER: RANCHO DRIVE-TULE SPRINGS ROAD LIMITED PARTNERSHIP - Petition to Vacate a 40-foot public right-of-way between Sky Pointe Drive and Elkhorn Road, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
114. VAC-15661 - PUBLIC HEARING - APPLICANT/OWNER: NERCES SARKIS HIMIDIAN LIVING TRUST - Petition to Vacate all portions of a radius corner generally located west of Hillside Place, south of Charleston Boulevard, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
115. GPA-14118 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request to amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: SC (SERVICE COMMERCIAL) AND M (MEDIUM DENSITY RESIDENTIAL) TO: PCD (PLANNED COMMUNITY DEVELOPMENT) on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote on a motion for approval) failed to obtain a super majority which is tantamount to DENIAL
116. ZON-14120 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL) AND R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) TO: PD (PLANNED DEVELOPMENT) on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010) [PROPOSED: PCD (Planned Community Development) Master Plan Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
117. VAR-14122 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Variance TO ALLOW PHASE ONE OF A TWO PHASE PROJECT TO PROVIDE 3,300 PARKING SPACES WHERE 3,585 ARE REQUIRED AND TO ALLOW THE COMPLETED PROJECT TO PROVIDE 3,894 SPACES WHERE 4,173 ARE REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
118. SDR-14114 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Site Development Plan Review FOR A PROPOSED MIXED-USE DEVELOPMENT, INCLUDING TWO EIGHT-STORY OFFICE BUILDINGS AND CONSISTING OF 186 RESIDENTIAL

- UNITS, 908,230 SQUARE FEET OF COMMERCIAL FLOOR AREA, AND TWO PARKING STRUCTURES on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
119. ZON-15031 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.80 acres approximately 300 feet north of Meade Avenue, 980 feet west of Rancho Drive (APN 162-08-201-005), Ward 1 (Tarkanian). The Planning Commission (4-2 vote) and staff recommend APPROVAL
120. SDR-15030 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO EXISTING STORAGE BUILDINGS TO A LIGHT MANUFACTURING FACILITY on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive (APN 162-08-201-005), R-1 (Single Family Residential) Zone [PROPOSED: C-M (Commercial/Industrial) Zone], Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
121. VAR-14313 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING TO HAVE A SETBACK OF 53 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. SDR-14311 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Site Development Plan Review FOR A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE REQUIREMENTS on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
123. SUP-13271 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: C.R.E.M. CORPORATION INC. - OWNER: TOFFY ENTERPRISES LLC. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.22 acres at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial) Ward 1 (Tarkanian). NOTE: As of August 6, 2006 this item is located in Ward 2 (Wolfson). Planning Commission (6-0 vote) and staff recommend APPROVAL
124. SUP-13362 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP - Appeal filed by the applicant on a denial by the Planning Commission of a request for a Special Use Permit FOR A 75 FOOT TALL, 20 FOOT X 24 FOOT OFF-PREMISE ADVERTISING SIGN (BILLBOARD) at 1112 South Martin L. King Boulevard (APN 162-04-501-005), C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
125. SUP-14684 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 3290 South Fort Apache Road (APN 163-08-421-004), C-1 (Limited Commercial), Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 65. The Planning Commission (7-0 vote) and staff recommend APPROVAL
126. SUP-14687 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SENIP CVS, L.L.C. DBA CVS PHARMACY 2990 - OWNER: CVS 2990 LAS VEGAS, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-

- SALE on 1.55 acres at 6391 West Lake Mead Boulevard (APN 138-23-720-005), C-1 (Limited Commercial), Ward 6 (Ross). NOTE: As of August 6, 2006 this item is located in Ward 5 (Weekly). NOTE: To be heard in conjunction with Morning Session Item 66. The Planning Commission (7-0 vote) and staff recommend APPROVAL
127. SUP-15413 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ILAN CERVIN - OWNER: MARK ORCHARD - Request for a Special Use Permit FOR MOTOR VEHICLE SALES (USED) on 0.37 acres at 1515 Industrial Road (APN 162-04-608-005), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
128. SUP-15442 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BF TRUST - Request for a Special Use Permit FOR A PROPOSED PACKAGE LIQUOR OFF-SALE ESTABLISHMENT at 519 St. Louis Avenue (APN 162-03-311-017), C-1 (Limited Commercial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 72. Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL
129. RQR-15420 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RAMZI SULIMAN - OWNER: 3140 VALLEY VIEW, LLC - Required Six Month Review of an approved Special Use Permit (SUP-7359) THAT ALLOWED A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), Ward 1 (Tarkanian). Staff recommends APPROVAL
130. RQR-13791 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: McELHOSE TRUST - Required Two Year Review of an approved Special Use Permit (U-0006-90) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1535 North Eastern Avenue (APN 139-26-505-004), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). NOTE: As of August 6, 2006 this item is located in Ward 3 (Reese). The Planning Commission (3-2 vote) and staff recommend APPROVAL
131. RQR-13989 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: CITY PARKWAY IV A, INC. - Required Two-Year Review of an approved Special Use Permit (U-0238-91) WHICH ALLOWED A 50-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the south side of Oran K. Gragson Highway (U.S. 95) between "F" Street and Main Street (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
132. RQR-15054 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: ECT HOLDINGS, LLC - Required Five Year Review of an approved Variance (V-0068-90) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 290 FEET FROM AN EXISTING BILLBOARD WHERE 300 FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED at 1200 East Charleston Boulevard (APN 162-02-110-014), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
133. ZON-14344 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
134. VAR-15323 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 35 FEET WHERE A 63-FOOT SETBACK IS THE MINIMUM REQUIRED IN THE SIDE YARD on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Plannig Commission (7-0 vote) and staff recommend DENIAL
135. SDR-14353 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Site Development Plan Review FOR A PROPOSED 16-UNIT TOWNHOUSE COMPLEX AND

- WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
136. ZON-15410 - PUBLIC HEARING - APPLICANT/OWNER: WHITE HILLS PARADISE, LLC - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.22 acres at 1909 Weldon Place (APN 162-03-312-007), Ward 3 (Reese). The Planning Commission (5-1-1 vote) recommends DENIAL. Staff recommends APPROVAL
137. VAR-14139 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS ALBERTO CODARINI - Request for a Variance TO ALLOW A FIVE-FOOT SIDE YARD SETBACK WHERE A SETBACK OF 10 FEET IS THE MINIMUM SETBACK REQUIRED AND A FIVE-FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 0.17 acres at 2400 Hinkle Drive (APN 139-26-508-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
138. SDR-14137 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS ALBERTO CODARINI - Request for a Site Development Plan Review FOR A PROPOSED 1,880 SQUARE-FOOT OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 0.17 acres at 2400 Hinkle Drive (APN 139-26-508-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
139. VAR-15455 - PUBLIC HEARING - APPLICANT/OWNER: MICAELA MARTINEZ - Request for a Variance TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE WITH A STREETSIDE SETBACK OF 3 FEET WHERE 9 FEET 2 INCHES ARE REQUIRED on 0.17 acres at 2222 Mesquite Avenue (APN 139-35-512-036), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-2 vote) and staff recommend DENIAL
140. VAR-15657 - PUBLIC HEARING - APPLICANT/OWNER: IAN ROBINS - Request for a Variance TO ALLOW A REAR YARD SETBACK OF SEVEN FEET WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED ROOM ADDITION at 831 Park Paseo (APN 162-03-511-016), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
141. SUP-15347 - PUBLIC HEARING - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM OTHER FINANCIAL INSTITUTIONS, SPECIFIED at 7591 Washington Avenue, Suites 140 and 150 (APN 138-27-301-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: The correct applicant is Jim Marchesi/Check City and the correct owner is Buffalo Washington III. Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
142. SDR-15747 - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 31,126 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 8.55 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive (a portion of APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
143. SDR-15766 - PUBLIC HEARING - APPLICANT/OWNER: COUNTY OF CLARK - Request for a Site Development Plan Review FOR A PROPOSED PUBLIC PARK on approximately 13.3 acres at the southeast corner of Carey Avenue and Comstock Drive (a portion of APN 139-21-102-013), R-E (Residence Estates) Zone and R-MHP (Residential Mobile/Manufactured Home Park) Zone under Resolution of Intent to C-V (Civic) Zone and C-V (Civic) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

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

CITIZENS PARTICIPATION

145. 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
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas

CITY COUNCIL MEETING
CITY HALL, 400 STEWART AVENUE
COUNCIL CHAMBERS
October 18, 2006
9:00 AM

ADDENDUM:

62a. Discussion and possible action to direct staff to prepare a response to the City Council addressing concerns raised in the legal analysis and opinion relating to the Royal Links Golf Course prepared by Senn Meulemans, LLP, including, but not limited to development of a Best Practices Policy addressing public purpose doctrine, full communication issues, whistleblower rules, and centralization of information and other matters relating thereto

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

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

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

RECEIVED
CITY CLERK

2007 MAR 15 A 10:51

Stacey Lewis, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached
LV CITY CLERK 2296311LV 1022327

was continuously published in said Las Vegas Review-Journal and/or Las Vegas Sun in 3 edition(s) of said newspaper issued from 11/15/2006 to 11/30/2006, on the following days:

11/15/2006
11/22/2006
11/30/2006

2007 MAR 12 P 2:44

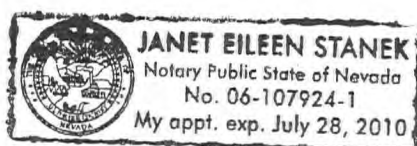
RECEIVED
CITY CLERK

Signed: Stacey M. Lewis

SUBSCRIBED AND SWORN BEFORE ME THIS, THE

12th day of March 2007.

Janet E. Stanek
Notary Public



Notice of Sale

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on December 5, 2006, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

Name of Owner	Description of Property	Amount Due Before 12/05/06 to Cure Default Prior to Sale	Total Amount Due on Date of Sale
**MACK LOIS J District: 1463 (7052)	139-28-110-016 1420 SHARON RD BONANZA VILLAGE TRACT PLAT BOOK 2 PAGE 69 LOT 8 BLOCK 10	\$939.07	\$4,906.23
**FORD LEE District: 1463 (7052)	139-28-210-029 1231 SHARON RD BONANZA VILLAGE TRACT PLAT BOOK 2 PAGE 69 LOT 16 BLOCK 2	\$4,177.63	\$8,144.79
**MARIN JAMES District: 1485 (7056)	139-32-304-009 2727 ALTA DR PT N2 S2 SEC 32 20 61	\$1,460.76	\$2,396.86
**MICHAELS DEVEY District: 1479 (7057)	139-35-412-051 211 S 16TH ST MAYFAIR TRACT #1 PLAT BOOK 2 PAGE 30 LOT 9 BLOCK 5	\$491.96	\$755.22
**CENTENNIAL HILLS CENTER LLC District: 1503 (7070)	125-29-601-020 PT SE4 NE4 SEC 29 19 60	\$14,786.30	\$68,286.01
*WOOD DOUGLAS L District: 505 (7301)	125-15-312-004 7410 RED CINDER ST PRESERVE AT ELKHORN SPRINGS UNIT 2 PHASE 1 PLAT BOOK 86 PAGE 90 LOT 164 BLOCK A	\$1,162.53	\$1,162.53
*REESE SHANA LYNN District: 505 (7301)	125-15-412-022 7201 CHAPARRAL COVE LN PRESERVE AT ELKHORN SPRINGS UNIT 1 AMD PLAT BOOK 80 PAGE 69 LOT 22 BLOCK B	\$1,376.85	\$1,376.85
*DOCKINS RUSSELL P & BOBBI JO District: 505 (7301)	125-16-315-092 7353 TUMBLING ST ELKHORN SPRINGS-PARCEL 7 PLAT BOOK 78 PAGE 13 LOT 92 BLOCK 1	\$1,094.40	\$1,094.40
*DELOS CUETOS MARIA E District: 505 (7301)	125-16-317-001 8120 GUAVA NECTAR AV ELKHORN SPRINGS-PARCEL 2-UNIT 2 PLAT BOOK 80 PAGE 36 LOT 41 BLOCK 2	\$704.20	\$704.20
*FINLEY CALVIN L HAMILTON CRYSTAL D District: 505 (7301)	125-16-411-027 8016 REVOLVER AV ELKHORN SPRINGS PARCEL 3A PLAT BOOK 64 PAGE 34 LOT 60 BLOCK 4	\$757.82	\$757.82
*KNOWLES CHARLENE District: 505 (7301)	125-16-414-035 7313 COGBURN ST ELKHORN SPRINGS-PARCEL 5A PLAT BOOK 65 PAGE 81 LOT 26 BLOCK 1 & PT SW4 SW4 SEC 16 19 60	\$862.13	\$862.13
*BROWN SUSAN M District: 505 (7301)	125-16-416-010 8016 SECRET AV ELKHORN SPRINGS-PARCEL 4B PLAT BOOK 73 PAGE 28 LOT 52 BLOCK 5	\$843.31	\$843.31
*SMITH COLBY District: 505 (7301)	125-16-417-004 8108 EXPLORATION AV ELKHORN SPRINGS-PARCEL 3D PLAT BOOK 73 PAGE 25 LOT 98 BLOCK 3	\$620.70	\$620.70
*CIMINO PHILIP District: 505 (7301)	125-16-420-010 7336 WANDERING ST ELKHORN SPRINGS-PARCEL 5B PLAT BOOK 75 PAGE 19 LOT 10 BLOCK 3	\$768.88	\$768.88
*HUERTA LORI C District: 505 (7301)	125-16-510-007 7728 CERTITUDE AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 5 PLAT BOOK 83 PAGE 36 LOT 7 BLOCK 7	\$705.25	\$705.25
*SALAS HECTOR R & MISTI District: 505 (7301)	125-16-510-017 7652 CERTITUDE AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 5 PLAT BOOK 83 PAGE 36 LOT 17 BLOCK 7	\$705.25	\$705.25
*JOSEPH SANDRA LEE District: 505 (7301)	125-16-511-010 7600 LOWE AV ORCHARD VALLEY AT ELKHORN SPRINGS CLUSTER HOMES-UNIT 6 PLAT BOOK 83 PAGE 90 LOT 40 BLOCK 7	\$640.95	\$640.95
*GONZALEZ JOSEPH & MARIA District: 505 (7301)	125-16-511-027 7801 EVER CLEAR CT ORCHARD VALLEY AT ELKHORN SPRINGS CLUSTER HOMES-UNIT 6 PLAT BOOK 83 PAGE 90 LOT 57 BLOCK 7	\$617.32	\$617.32
*HOLLENBECK BRENDA District: 505 (7301)	125-16-513-044 7925 LIMBWOOD CT ORCHARD VALLEY AT ELKHORN SPRINGS- CLUSTER HOMES-UNIT 7 PLAT BOOK 86 PAGE 96 LOT 44 BLOCK 8	\$506.11	\$506.11

*BANK WELLS FARGO N A TRS District: 505 (7301)	125-16-610-015 7724 GRANBERG CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 1 PLAT BOOK 79 PAGE 50 LOT 16 BLOCK 13	\$693.14	\$693.14
*ZOLTOWSKI CHRISTOPHER & LESLIE District: 505 (7301)	125-16-610-027 7728 CURIOSITY AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 1 PLAT BOOK 79 PAGE 50 LOT 28 BLOCK 13	\$693.13	\$693.13
*SACO BONNIE & STEVEN District: 505 (7301)	125-16-611-014 7633 DONALD NELSON AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 2 PLAT BOOK 81 PAGE 65 LOT 12 BLOCK 12	\$694.40	\$694.40

*ROJAS JODANN Z District: 505 (7301)	125-16-611-031 7632 ADORNMENT CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 2 PLAT BOOK 81 PAGE 65 LOT 29 BLOCK 12	\$694.40	\$694.40
*GOLDING SIMON P & TRACEY L District: 505 (7301)	125-16-611-035 7629 ADORNMENT CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 2 PLAT BOOK 81 PAGE 65 LOT 33 BLOCK 12	\$694.40	\$694.40
*CALDWELL DEREK District: 505 (7301)	125-16-613-038 7724 DONALD NELSON AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 3 PLAT BOOK 83 PAGE 27 LOT 16 BLOCK 3	\$697.49	\$697.49
*BANK J P MORGAN CHASE TRS District: 505 (7301)	125-16-614-011 7600 ECLAT CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 4 PLAT BOOK 85 PAGE 74 LOT 26 BLOCK 6	\$688.88	\$688.88
*DARVISH ROBERT District: 505 (7301)	125-16-712-053 7700 SILVER MALLARD AV MEADOWS AT ELKHORN SPRINGS- UNIT 1 PLAT BOOK 74 PAGE 80 LOT 219 BLOCK E	\$947.77	\$947.77
*WARREN SHARON B District: 505 (7301)	125-16-715-022 7529 PINTO BLUFF ST MEADOWS AT ELKHORN SPRINGS- UNIT 3 PLAT BOOK 77 PAGE 64 LOT 22 BLOCK A	\$839.70	\$839.70
*7921 THORNE PINE AVENUE LAND TR District: 505 (7301)	125-16-715-047 7921 THORNE PINE AV MEADOWS AT ELKHORN SPRINGS- UNIT 3 PLAT BOOK 77 PAGE 64 LOT 129 BLOCK D	\$413.98	\$413.98
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*FOSTER BRIAN P & NOELLE District: 505 (7301)	125-16-716-019 7708 TWISTED PINE AV MEADOWS AT ELKHORN SPRINGS- UNIT 4 PLAT BOOK 80 PAGE 75 LOT 97 BLOCK C	\$858.16	\$858.16
*MAZZOLA NORMA District: 505 (7301)	125-16-716-022 7513 CROYDEN ST MEADOWS AT ELKHORN SPRINGS- UNIT 4 PLAT BOOK 80 PAGE 75 LOT 100 BLOCK C	\$858.16	\$858.16
*HAARSTAD KEVIN A & JENNIFER P District: 505 (7301)	125-16-716-040 7624 GOSPORT AV MEADOWS AT ELKHORN SPRINGS- UNIT 4 PLAT BOOK 80 PAGE 75 LOT 241 BLOCK F	\$858.16	\$858.16
*ARGENT MORTGAGE SECURITIES INC District: 505 (7301)	125-16-816-032 7301 LOST SHADOW CT BRIARHILL-UNIT 2 PLAT BOOK 76 PAGE 19 LOT 77 BLOCK 2	\$374.52	\$374.52
*JANATSCH JOHN & BLANCA District: 505 (7301)	125-16-817-040 7825 ROBLINGEN AV NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 2 PLAT BOOK 76 PAGE 66 LOT 121 BLOCK E	\$719.06	\$719.06
*ROSS SEAN District: 505 (7301)	125-16-820-004 7216 GOLDEN FALCON ST NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 3 PLAT BOOK 83 PAGE 23 LOT 65 BLOCK C	\$695.43	\$695.43
*SINGEL RACHEL District: 505 (7301)	125-16-820-021 7216 EAGLEGATE ST NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 3 PLAT BOOK 83 PAGE 23 LOT 84 BLOCK D	\$695.43	\$695.43
*KACI RACHID District: 505 (7301)	125-16-821-008 7204 ROBINS ROOST ST EAGLE HGTS PLAT BOOK 83 PAGE 53 LOT 8 BLOCK A	\$857.30	\$857.30
*DISTEPHANO JAY District: 505 (7301)	125-16-821-070 7201 EAGLE CREST ST EAGLE HGTS PLAT BOOK 83 PAGE 53 LOT 70 BLOCK D	\$857.38	\$857.38

*MATTHEWS-BROWN CATHERINE District: 505 (7301)	125-16-822-025 7241 COTTONSPARROW ST NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 4 PLAT BOOK 85 PAGE 69 LOT 28 BLOCK B	\$688.42	\$688.42
*MICHAEL CARLOS A & NICOLE K District: 505 (7301)	125-21-511-020 7909 SIERRA RIM DR MOUNTAINEIRE UNIT 2 AT ELKHORN SPRINGS PLAT BOOK 77 PAGE 77 LOT 62 BLOCK 1	\$811.91	\$811.91
*TADENA NAPOLEON R JR & HEIDI P District: 505 (7301)	125-21-512-052 7841 FAITH CT MOUNTAINEIRE UNIT 3 AT ELKHORN SPRINGS PLAT BOOK 78 PAGE 61 LOT 142 BLOCK 4	\$765.12	\$765.12

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to December 5, 2006, penalties and collection costs, including attorney fees.

** (Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to December 5, 2006, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS § 271.555 to NRS § 271.575. The sale shall be continued from day to day as provided in NRS § 271.555. The property sold is subject to redemption as provided in NRS § 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

As provided in NRS § 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS § 271.410, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS § 271.410(2).

**For additional information or questions, please call (702) 796-0082. Updated notices of sale will be posted on WWW.AMGNV.COM.

IN WITNESS WHEREOF, I have affixed my signature as of October 18, 2006.

/s/ Mark R. Vincent Department of Finance & Business Services/City Treasurer
PUB: November 15, 22, 30, 2006 LV Review-Journal

EXHIBIT C

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned, Beverly K. Bridges, Acting City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on November 14, 2006, being at least 20 days before the sale, which was held on December 5, 2006.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this 22nd day of March, 2007.


BEVERLY K. BRIDGES, CMC Acting City Clerk

SUBSCRIBED AND SWORN TO before me this MARCH 22,

2007, by Beverly K. Bridges, Acting City Clerk, City of Las Vegas, Nevada.

(SEAL)



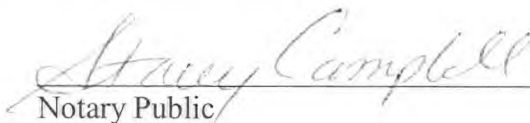

Notary Public

EXHIBIT 1

STATE OF NEVADA)
 :SS AFFIDAVIT OF MAILING
COUNTY OF CLARK) NOTICE OF SALE

The undersigned Keith B. Davis, the President of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on November 14, 2006, being at least 20 days before the sale, which was held on December 5, 2006.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this 30th day of January, 2007.



Title: President

SUBSCRIBED AND SWORN TO before me this 30th day of January, 2007 by Keith B. Davis, President of Assessment Management Group.



Notary Public

(SEAL)



EXHIBIT II

(Attach copy of Notice as Mailed)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on December 5, 2006, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

Name of Owner	Description of Property	Amount Due Before 12/05/06 to Cure Default Prior to Sale	Total Amount Due on Date of Sale
**MACK LOIS J District: 1463 (7052)	139-28-110-016 1420 SHARON RD BONANZA VILLAGE TRACT PLAT BOOK 2 PAGE 69 LOT 8 BLOCK 10	\$939.07	\$4,906.23
**FORD LEE District: 1463 (7052)	139-28-210-029 1231 SHARON RD BONANZA VILLAGE TRACT PLAT BOOK 2 PAGE 69 LOT 16 BLOCK 2	\$4,177.63	\$8,144.79
**MARIN JAMES District: 1485 (7056)	139-32-304-009 2727 ALTA DR PT N2 S2 SEC 32 20 61	\$1,460.76	\$2,396.86
**MICHAELS DEVEY District: 1479 (7057)	139-35-412-051 211 S 16TH ST MAYFAIR TRACT #1 PLAT BOOK 2 PAGE 30 LOT 9 BLOCK 5	\$491.96	\$755.22
**CENTENNIAL HILLS CENTER LLC District: 1503 (7070)	125-29-601-020 PT SE4 NE4 SEC 29 19 60	\$14,786.30	\$68,286.01
*WOOD DOUGLAS L District: 505 (7301)	125-15-312-004 7410 RED CINDER ST PRESERVE AT ELKHORN SPRINGS UNIT 2 PHASE 1 PLAT BOOK 86 PAGE 90 LOT 164 BLOCK A	\$1,162.53	\$1,162.53
*REESE SHANA LYNN District: 505 (7301)	125-15-412-022 7201 CHAPARRAL COVE LN PRESERVE AT ELKHORN SPRINGS UNIT 1 AMD PLAT BOOK 80 PAGE 69 LOT 22 BLOCK B	\$1,376.85	\$1,376.85
*DOCKINS RUSSELL P & BOBBI JO District: 505 (7301)	125-16-315-092 7353 TUMBLING ST ELKHORN SPRINGS-PARCEL 7 PLAT BOOK 78 PAGE 13 LOT 92 BLOCK 1	\$1,094.40	\$1,094.40
*DELOS CUETOS MARIA E District: 505 (7301)	125-16-317-001 8120 GUAVA NECTAR AV ELKHORN SPRINGS-PARCEL 2- UNIT 2 PLAT BOOK 80 PAGE 36 LOT 41 BLOCK 2	\$704.20	\$704.20

*FINLEY CALVIN L HAMILTON CRYSTAL D District: 505 (7301)	125-16-411-027 8016 REVOLVER AV ELKHORN SPRINGS PARCEL 3A PLAT BOOK 64 PAGE 34 LOT 60 BLOCK 4	\$757.82	\$757.82
*KNOWLES CHARLENE District: 505 (7301)	125-16-414-035 7313 COGBURN ST ELKHORN SPRINGS-PARCEL 5A PLAT BOOK 65 PAGE 81 LOT 26 BLOCK 1 & PT SW4 SW4 SEC 16 19 60	\$862.13	\$862.13
*BROWN SUSAN M District: 505 (7301)	125-16-416-010 8016 SECRET AV ELKHORN SPRINGS-PARCEL 4B PLAT BOOK 73 PAGE 28 LOT 52 BLOCK 5	\$843.31	\$843.31
*SMITH COLBY District: 505 (7301)	125-16-417-004 8108 EXPLORATION AV ELKHORN SPRINGS-PARCEL 3D PLAT BOOK 73 PAGE 25 LOT 98 BLOCK 3	\$620.70	\$620.70
*CIMINO PHILIP District: 505 (7301)	125-16-420-010 7336 WANDERING ST ELKHORN SPRINGS-PARCEL 5B PLAT BOOK 75 PAGE 19 LOT 10 BLOCK 3	\$768.88	\$768.88
*HUERTA LORI C District: 505 (7301)	125-16-510-007 7728 CERTITUDE AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 5 PLAT BOOK 83 PAGE 36 LOT 7 BLOCK 7	\$705.25	\$705.25
*SALAS HECTOR R & MISTI District: 505 (7301)	125-16-510-017 7652 CERTITUDE AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 5 PLAT BOOK 83 PAGE 36 LOT 17 BLOCK 7	\$705.25	\$705.25
*JOSEPH SANDRA LEE District: 505 (7301)	125-16-511-010 7600 LOWE AV ORCHARD VALLEY AT ELKHORN SPRINGS CLUSTER HOMES-UNIT 6 PLAT BOOK 83 PAGE 90 LOT 40 BLOCK 7	\$640.95	\$640.95
*GONZALEZ JOSEPH & MARIA District: 505 (7301)	125-16-511-027 7801 EVER CLEAR CT ORCHARD VALLEY AT ELKHORN SPRINGS CLUSTER HOMES-UNIT 6 PLAT BOOK 83 PAGE 90 LOT 57 BLOCK 7	\$617.32	\$617.32

*HOLLENBECK BRENDA District: 505 (7301)	125-16-513-044 7925 LIMBWOOD CT ORCHARD VALLEY AT ELKHORN SPRINGS-CLUSTER HOMES-UNIT 7 PLAT BOOK 86 PAGE 96 LOT 44 BLOCK 8	\$506.11	\$506.11
*BANK WELLS FARGO N A TRS District: 505 (7301)	125-16-610-015 7724 GRANBERG CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 1 PLAT BOOK 79 PAGE 50 LOT 16 BLOCK 13	\$693.14	\$693.14
*ZOLTOWSKI CHRISTOPHER & LESLIE District: 505 (7301)	125-16-610-027 7728 CURIOSITY AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 1 PLAT BOOK 79 PAGE 50 LOT 28 BLOCK 13	\$693.13	\$693.13
*SACO BONNIE & STEVEN District: 505 (7301)	125-16-611-014 7633 DONALD NELSON AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 2 PLAT BOOK 81 PAGE 65 LOT 12 BLOCK 12	\$694.40	\$694.40
*ROJAS JODANN Z District: 505 (7301)	125-16-611-031 7632 ADORNMENT CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 2 PLAT BOOK 81 PAGE 65 LOT 29 BLOCK 12	\$694.40	\$694.40
*GOLDING SIMON P & TRACEY L District: 505 (7301)	125-16-611-035 7629 ADORNMENT CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 2 PLAT BOOK 81 PAGE 65 LOT 33 BLOCK 12	\$694.40	\$694.40
*CALDWELL DEREK District: 505 (7301)	125-16-613-038 7724 DONALD NELSON AV ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 3 PLAT BOOK 83 PAGE 27 LOT 16 BLOCK 3	\$697.49	\$697.49
*BANK J P MORGAN CHASE TRS District: 505 (7301)	125-16-614-011 7600 ECLAT CT ORCHARD VALLEY AT ELKHORN SPRINGS-UNIT 4 PLAT BOOK 85 PAGE 74 LOT 26 BLOCK 6	\$688.88	\$688.88

*DARVISH ROBERT District: 505 (7301)	125-16-712-053 7700 SILVER MALLARD AV MEADOWS AT ELKHORN SPRINGS- UNIT 1 PLAT BOOK 74 PAGE 80 LOT 219 BLOCK E	\$947.77	\$947.77
*WARREN SHARON B District: 505 (7301)	125-16-715-022 7529 PINTO BLUFF ST MEADOWS AT ELKHORN SPRINGS- UNIT 3 PLAT BOOK 77 PAGE 64 LOT 22 BLOCK A	\$839.70	\$839.70
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*DISTEPHANO JAY District: 505 (7301)	125-16-821-070 7201 EAGLE CREST ST EAGLE HGTS PLAT BOOK 83 PAGE 53 LOT 70 BLOCK D	\$857.38	\$857.38
*MATTHEWS-BROWN CATHERINE District: 505 (7301)	125-16-822-025 7241 COTTONSPARROW ST NORTHERN LIGHTS AT ELKHORN SPRINGS UNIT 4 PLAT BOOK 85 PAGE 69 LOT 28 BLOCK B	\$688.42	\$688.42
*MICHAEL CARLOS A & NICOLE K District: 505 (7301)	125-21-511-020 7909 SIERRA RIM DR MOUNTAINEIRE UNIT 2 AT ELKHORN SPRINGS PLAT BOOK 77 PAGE 77 LOT 62 BLOCK 1	\$811.91	\$811.91
*TADENA NAPOLEON R JR & HEIDI P District: 505 (7301)	125-21-512-052 7841 FAITH CT MOUNTAINEIRE UNIT 3 AT ELKHORN SPRINGS PLAT BOOK 78 PAGE 61 LOT 142 BLOCK 4	\$765.12	\$765.12

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to December 5, 2006, penalties and collection costs, including attorney fees.

**(Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to December 5, 2006, penalties and collection costs, including attorney fees.

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expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

As provided in NRS § 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS § 271.410, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS § 271.410(2).

****For additional information or questions, please call (702) 796-0082. Updated notices of sale will be posted on WWW.AMGNV.COM.**

IN WITNESS WHEREOF, I have affixed my signature as of October 18, 2006.

/s/ Mark R. Vincent
Department of Finance & Business Services/
City Treasurer

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRIS KNIGHT

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-77-2006 – Approval of a resolution supporting the White Pine County Conservation, Recreation and Development Action of 2006 that establish an expanded and improved Southern Nevada Public Land Management Act (SNPLMA) affordable housing program and that streamline SNPLMA funding for local parks and trails projects - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Federal legislation entitled the "White Pine County Conservation, Recreation, and Development Act of 2006" (the "White Pine Bill") was introduced by Nevada Senators John Ensign and Harry Reid on August 1, 2006.

The White Pine Bill contains significant modifications to SNPLMA that will greatly improve the City's partnership with the Bureau of Land Management (BLM) in the development of local parks, trails, and natural areas and affordable housing.

RECOMMENDATION:

It is recommended that the City Council adopt this resolution.

BACKUP DOCUMENTATION:

Resolution No. R-77-2006

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

**RESOLUTION SUPPORTING THE WHITE PINE COUNTY CONSERVATION,
RECREATION, AND DEVELOPMENT ACT OF 2006**

WHEREAS, the City recognizes the important relationship between Federal land sale policy, as embodied in the Southern Nevada Public Land Management Act (SNPLMA), and the City's effort to maintain a high quality of life for its residents; and

WHEREAS, Federal legislation entitled the "White Pine County Conservation, Recreation, and Development Act of 2006" (the "White Pine Bill") was introduced by Nevada Senators John Ensign and Harry Reid on August 1, 2006; and

WHEREAS, the White Pine Bill contains significant modifications to SNPLMA that will greatly improve the City's partnership with the Bureau of Land Management (BLM) in the development of local parks, trails, and natural areas and affordable housing; and

WHEREAS, the White Pine Bill would end the overly-bureaucratic reimbursement process for funding local projects under SNPLMA and replace it with a requirement that the BLM provide the City with funds for approved projects within 60 days; and

WHEREAS, the White Pine Bill recognizes that the BLM's policy and procedures relating to the affordable housing provision of SNPLMA have taken nearly eight years to implement and that no affordable housing has been developed in the Las Vegas valley pursuant to this policy; and

WHEREAS, the White Pine Bill replaces the original SNPLMA affordable housing provision with a new policy that will expand the number of people eligible for this program by including individuals and families with incomes up to 120 percent of the median income; and

WHEREAS, the White Pine Bill modifies SNPLMA to authorize the BLM to dispose of Federal land to private entities for less than fair market value for affordable housing purposes, thereby creating an incentive for the homebuilding industry to develop affordable housing; and

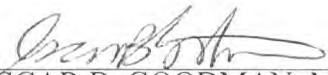
WHEREAS, the White Pine Bill further promotes the development of affordable housing by requiring the winning bidder of a SNPLMA sale involving a parcel of BLM land in excess of 200 acres to develop at least five percent of the total housing units on the parcel for affordable housing.

1 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
2 OF LAS VEGAS AS FOLLOWS:

- 3 1. The City strongly supports the provisions of the White Pine Bill that establish an expanded
4 and improved SNPLMA affordable housing program and that streamline SNPLMA funding
5 for local parks and trails projects.
- 6 2. The City urges the Congress of the United States to pass the White Pine County
7 Conservation, Recreation, and Development Act of 2006.

8 PASSED, ADOPTED, AND APPROVED this 18TH day of OCTOBER, 2006.

9
10 CITY OF LAS VEGAS

11
12 BY 
13 OSCAR B. GOODMAN, Mayor

14 ATTEST:

15 
16 BARBARA JO RONEMUS, City Clerk

17 APPROVED AS TO FORM

18 Val Steed 10-4-06
19 Date