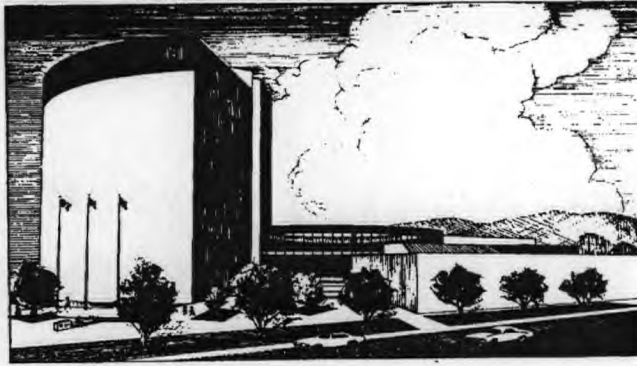




MINUTES

City of Las Vegas

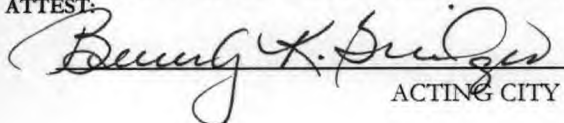
COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

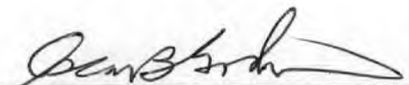
CITY COUNCIL
MEETING OF
DECEMBER 20, 2006

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN (excused from AM Session until 9:08 AM and PM Session until 1:57 PM)	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
COUNCILWOMAN LOIS TARKANIAN (excused from PM Session until 1:58 PM)	☒	☐	☐
COUNCILMAN STEVEN ROSS	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: FEBRUARY 7, 2007

ATTEST:


ACTING CITY CLERK


MAYOR



CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011

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

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

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

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.

December 20, 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 – RABBI MEL HECHT, TEMPLE BETH AM
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE EMPLOYEE OF THE MONTH
7. RECOGNITION OF THE INTERNATIONAL TEACHERS OF THE YEAR, MARC HECHTER AND JUDY GREEN
8. RECOGNITION OF LOCAL UNIONS FOR COMMUNITY SERVICE

BUSINESS ITEMS - MORNING

9. 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

10. Approval of the Final Minutes by reference of the regular City Council meeting of November 1, 2006
11. Discussion and possible action to appoint a Municipal Court Judge, Department 6 (\$136,560 - General Fund)

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

FIELD OPERATIONS - CONSENT

12. Approval of an Easements and Rights-of-Way from the City of Las Vegas to the Las Vegas Valley Water District to cancel and supersede the Easements and Rights-of-Way previously on record for a fire hydrant easement to service APN 139-36-402-011 located at 2824 East Charleston Boulevard (Traffic Signal Repair Shop) - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

13. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
14. Approval of a report by the City Treasurer of the December 5, 2006 sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and multiple other districts - Wards 3 and 6 (Reese and Ross)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

15. Approval of a Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Cabana Food Market Incorporated, dba Cabana Food Market, 3965 East Owens Avenue, Suite 110, Souhail B. Faranesh, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
16. Approval of Temporary Change of Ownership for a Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, From: Landry's Seafood House-Nevada, Inc., dba Joe's Crab Shack, To: Crab Addison, Inc., dba Joe's Crab Shack, 1991 North Rainbow Boulevard, Tilman J. Fertitta, Pres and Steven L. Scheinthal, Dir, Secy - Ward 5 (Weekly)
17. Approval of a new Slot Operator Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at City Stop V, 1200 North Town Center Drive - Ward 2 (Wolfson)
18. Approval of a new Slot Operator Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at City Stop VI, 3250 North Durango Drive - Ward 4 (Brown)
19. Approval of Change of Ownership for a Burglar Alarm Service License, From: Network Multi-Family Security Corporation, To: Protection One Alarm Monitoring, Inc., dba Network Multi-Family Security Corporation, 353 Pilot Road, Suite B, Darius G. Nevin, Executive VP, CFO and Eric A. Devin, VP, Treas, Controller, Asst. Secy - County
20. Approval of Change of Location for a Locksmith License, Mega Locksmith, dba Mega Locksmith, From: 2800 West Sahara Avenue, Suite K1, To: 3720 West Tropicana Avenue, #13, Meir B. Hashalom, Dir, Pres, Secy, Treas, 100% - County

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

21. Approval of Agreement No. 070070, Engineering Design Services Agreement for Water Pollution Control Facility Filtration Facility Modifications located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. (\$586,035 - Sanitation Enterprise Fund) - Clark County

22. Approval of award of Bid No. 06.1730.12-LED, Las Vegas Wash/Sandhill Rehabilitation and Nellis Blvd Relief Sewer and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$3,878,495.50 - Enterprise Sanitation Fund) - Ward 3 (Reese)
23. Approval of revision to Purchase Order No. 219386 for Installation, Maintenance and Support of Access Control System Hardware and Software - Department of Detention and Enforcement - Award recommended to: DIEBOLD, INC. (\$377,440 - Various Funds)
24. Approval of withdrawal and award of Bid No. 06.1730.15-LED, St. Louis Beautification, Paradise to Maryland Parkway and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$2,021,000 - CLV Capital Projects Fund and Street Rehabilitation Fund) - Ward 3 (Reese)

HUMAN RESOURCES - CONSENT

25. Approval to renew the contract with AIG for stop-loss insurance (\$384,021 - Self-Insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

26. Approval of a Deferred Loan Agreement to expend \$100,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 17 Harvard Street, Annette Rocco, owner - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

27. Approval of an Encroachment Request from Alpha Engineering on behalf of Buyers Only Real Estate Agency, LLC, owner (northeast corner of Bonneville Avenue and 3rd Street) - Ward 3 (Reese)
28. Approval of an Encroachment Request from P.R. Engineering on behalf of Las Vegas Protective Association Metro, owner (northwest corner of Stewart Avenue and 7th Street) - Ward 5 (Weekly)
29. Approval of an Encroachment Request from Raghid B. Koss, owner (northeast corner of Vegas Drive and Jones Boulevard) - Ward 5 (Weekly)
30. Approval of Supplemental No. 4 to Interlocal Contract 435d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way, encumber construction funding and extend the date of completion for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$3,615,000 - RTC) - Ward 5 (Weekly)
31. Approval of Supplemental No. 2 to Interlocal Contract 475b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way and encumber construction funding for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$25,625,000 - RTC) - Ward 5 (Weekly)
32. Approval of Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)
33. Approval of a Supplemental to Interlocal Contract 501a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Mountain Edge Parkway Corridor Study - Ward 6 (Ross)
34. Approval of Supplemental No. 2 to Interlocal Contract 397b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to the Beltway - Wards 2 and 4 (Wolfson and Brown)

35. Approval of Supplemental No. 1 to Interlocal Contract 457a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funds and extend the date of completion for the Bonneville/Clark One-Way Couplet (\$2,272,000 decrease) - Ward 5 (Weekly)
36. Approval of First Supplemental Interlocal Contract LAS24B06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the date of completion for the Gowan North Channel, El Capitan Way to the Beltway - County (near Ward 4 - Brown)
37. Approval of Third Supplemental Interlocal Contract LAS16E04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding for design of the Rancho Detention Basin, Phase II, located at Buffalo Drive and Tropical Parkway (\$50,000 - CCRFCD) - Ward 6 (Ross)
38. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of Northeast Quarter of Section 19, Township 19 South, Range 60 East, Mount Diablo Meridian, for road and drainage purposes generally located on the south side of Wittig Avenue alignment west of Fort Apache Road, APN 125-19-501-015 - Ward 6 (Ross)

RESOLUTIONS - CONSENT

39. R-92-2006 - Approval of a Resolution Disposing of the Protests made at the hearing on the Provisional Order for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)
40. R-93-2006 - Approval of a Resolution to renew participation as a member of the Cooperative Personnel Services (CPS) Board and continued support of F. Claudette Enus, Director of Human Resources, as the City of Las Vegas representative thereto

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

41. Report from the City Manager on Emerging Issues
42. Discussion and possible action regarding the City's role and involvement in the 2007 Dr. Martin Luther King Day Parade (\$16,474.95 - Special Revenue Fund) - All Wards
43. Discussion and possible action regarding the First Amendment to Disposition and Development Agreement between the City of Las Vegas, Nevada and City Parkway V, Inc., and Keep Memory Alive, located at the northeastern corner of Bonneville Avenue and Grand Central Parkway, a portion of APN 139-34-110-003 - Ward 5 (Weekly)
44. Report and possible action on the recent Clean Air Act amendment to the Nevada Revised Statutes and subsequent challenge to its constitutionality filed in District Court by several local business owners - All Wards

BUSINESS DEVELOPMENT - DISCUSSION

45. Report and possible action regarding the status of the Exclusive Negotiation Agreement with DLC UrbanCore, LLC, and efforts by the City of Las Vegas to attract a full service grocer to West Las Vegas - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

46. Discussion and possible action to retain the consulting services of Williams Aviation to assist the City of Las Vegas in an appeal of the FAA record of decision regarding the proposed right turn at McCarran International Airport (\$100,000)
47. Discussion and possible action to retain legal services of Chevalier, Allen and Lichman to represent the City of Las Vegas in an appeal of the FAA record of decision regarding the proposed right turn at McCarran International Airport (\$300,000)
48. Discussion and possible action on Appeal of Work Card Denial: Approved December 21, 2005 subject to one year review: Gail Daywebb, 5059 Groveland Avenue, Las Vegas, Nevada 89141

49. Discussion and possible action on Appeal of Work Card Denial: Approved December 21, 2005 subject to one year review: Sharon Miche Moore, 3425 Wright Avenue, North Las Vegas, Nevada 89030
50. Discussion and possible action regarding a four month moratorium on the acceptance of any and all new applications for Special Use Permits (SUP) for Off-Premise Outdoor Advertising (Billboard) signs - All Wards

CITY CLERK - DISCUSSION

51. Discussion and possible action regarding the Proclamation and Order declaring the 2007 City of Las Vegas Municipal Election - All Wards
52. Report on the selection of permanent and temporary polling locations for Early Voting during the 2007 City of Las Vegas Municipal Election - All Wards

FIELD OPERATIONS - DISCUSSION

53. Discussion and possible action regarding a Third Amendment to Restated Management Agreement between the City of Las Vegas and Angel Park Golf, LLC, at Angel Park Golf Course, 100 South Rampart Boulevard - Ward 2 (Wolfson)
54. Discussion and possible action regarding the Angel Park Capital Improvement Agreement between the City of Las Vegas, Angel Park Golf, LLC and Great Wash Park, LLC, at Angel Park Golf Course, 100 South Rampart Boulevard (\$69,040 - Angel Park Land License Fees) - Ward 2 (Wolfson)
55. Discussion and possible action regarding a Reciprocal Right-of-Way Agreement between the City of Las Vegas and Great Wash Park, LLC at Angel Park Golf Course, 100 South Rampart Boulevard - Ward 2 (Wolfson)

FINANCE & BUSINESS SERVICES - ADMINISTRATION DISCUSSION

56. Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2006

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

57. Discussion and possible action regarding a Six Month Review of Package License, Thrower & Thrower, dba Decatur Package Liquor, 2187 North Decatur Boulevard, Suite 140, Herman Thrower Jr., 50% jointly with spouse and Charlene S. Thrower, 50%, jointly with spouse - Ward 5 (Weekly)
58. Discussion and possible action regarding a new Temporary Liquor Caterer License, Lynn Barbarite, dba Events Catering, 8170 West Sahara Avenue, Suite 103, Lynn M. Barbarite - Ward 2 (Wolfson)
59. Discussion and possible action regarding Temporary Approval of a Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, CN Kashat, Inc., dba Super Mart, 6595 Smoke Ranch Road, Suite 140, Emad M. Kashat (NOTE: Item to be heard in the afternoon session in conjunction with Item 129 - SUP-17308) - Ward 5 (Weekly)
60. Discussion and possible action regarding Temporary Approval of a new Burglar Alarm Service License subject to the provisions of the planning and fire codes, All Tint & Protection, LLC, dba All Protection Services, 1122 South Rainbow Boulevard, Sydney M. Ginsberg, Mmbr, 66.7% and Nicholas L. Teta, Mmbr, 33.3% - Ward 1 (Tarkanian)
61. Discussion and possible action regarding a Temporary Transfer of Interest and Approval of Officers for a Martial Arts Instruction Business License, From: American Taekwondo Federation, LLC, To: American Taekwondo Federation, LLC, dba ATF Black Belt Academy, 3211 North Tenaya Way, Suite 105, Allan S. Melatti, Mngr, 50% and Ursula S. Melatti, Mngr, 50% - Ward 4 (Brown)
62. Discussion and possible action regarding a new Psychic Arts and Science License subject to the provisions of the planning and fire codes, Lorraine Marks, dba Ms. Laurie, 425 Fremont Street, Lorraine Marks, 100% - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

63. Report by Theodore Roosevelt Institute on the Southern Nevada Regional Economic Study - All Wards

RESOLUTIONS - DISCUSSION

64. R-94-2006 – Discussion and possible action regarding a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) (\$1,970,000.00 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
65. R-95-2006 – Discussion and possible action regarding a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) (\$1,970,000.00 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
66. R-96-2006 - 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 (RDA) and Las Vegas Group, LLC, d/b/a Western Exterminator Company, Inc., located at 108 West Wyoming Avenue (APN 162-04-608-009) 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-10-2006) and 5]
67. R-97-2006 - 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 Granite Properties II, LLC, located at 20 and 22 Fremont Street (APN 139-34-111-030 and 029) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Weekly) [NOTE: This item is related to RDA Items 6 (RA-11-2006) and 7]
68. R-98-2006 - Discussion and possible action regarding a Resolution and Notice regarding the granting of a non-exclusive electric service franchise to Nevada Power Company, Inc., setting the purpose, character, term, time and conditions of the proposed franchise and setting a public hearing on the advisability of granting the proposed franchise - All Wards

BOARDS & COMMISSIONS - DISCUSSION

69. PARK & RECREATION ADVISORY COMMISSION – Letia (Lee) Heenan, Term Expiration 1-7-2007
70. REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Harry Furey, Term Expires 1-04-2007; Mel Irwin, Term Expires 1-04-2007
71. ABEYANCE ITEM - Discussion and possible action to appoint one member and one alternate to the Regional Flood Control District Storm Water Permit Coordinating Committee

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

72. Bill No. 2006-65 – Updates the description of the City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise. Proposed by: Barbara Jo Ronemus, City Clerk
73. Bill No. 2006-66 - Ordinance Creating Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement
74. Bill No. 2006-69 – Updates the remedies and procedures for abating public nuisances and chronic nuisances, and adds licensing provisions to facilitate the prevention and abatement of such nuisances. Sponsored by: Councilwoman Lois Tarkanian and Mayor Oscar B. Goodman

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.

- 75. Bill No. 2006-67 – Adopts an updated version of the Las Vegas Downtown Centennial Plan, together with related development standards. Sponsored by: Councilman Gary Reese
- 76. Bill No. 2006-68 – Adopts the Union Park Design Standards and integrates them into other provisions that pertain to the Downtown Overlay District. Sponsored by: Mayor Oscar B. Goodman

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

- 77. Bill No. 2006-70 – Amends the legal description and map describing and depicting the boundaries of the Pedestrian Mall to reflect certain street vacation actions. Proposed by: Bradford R. Jerbic, City Attorney
- 78. Bill No. 2006-71 – Adopts provisions regarding the use of public streets for motorized racing events. Sponsored by: Councilman Gary Reese and Councilman Lawrence Weekly
- 79. Bill No. 2006-72 – Adopts the 2005 Edition of the National Electrical Code, together with amendments and supplementary material. Proposed by: Paul K. Wilkins, Director of Building and Safety
- 80. Bill No. 2006-73 – Adopts the 2006 Edition of the Southern Nevada Pool Code. Proposed by: Paul K. Wilkins, Director of Building and Safety
- 81. Bill No. 2006-74 – Adopts the 2006 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. Proposed by: Paul K. Wilkins, Director of Building and Safety
- 82. Bill No. 2006-75 – Adopts the 2006 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. Proposed by: Paul K. Wilkins, Director of Building and Safety
- 83. Bill No. 2006-76 – Adopts the 2006 Edition of the International Energy Conservation Code, along with amendments thereto. Proposed by: Paul K. Wilkins, Director of Building and Safety
- 84. Bill No. 2006-77 – Adopts the 2006 Editions of the International Building Code and the International Residential Code, together with amendments thereto. Proposed by: Paul K. Wilkins, Director of Building and Safety
- 85. Bill No. 2006-78 – Updates the City's Administrative Code, relating to the administration of the various building and technical codes. Proposed by: Paul K. Wilkins, Director of Building and Safety
- 86. Bill No. 2006-79 – Allows small wind energy systems as a conditional use in the R-A, R-E and R-D Zoning Districts. Sponsored by: Councilman Steven D. Ross
- 87. Bill No. 2006-80 - Ordinance Creating Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

88. Bill No. 2006-81 - Grants to Nevada Power Company, a Nevada Corporation, a non-exclusive franchise to install, operate and maintain an electrical distribution system to provide electrical service to consumers within the City subject to and in accordance with the terms and conditions of the Franchise Agreement between the City and Nevada Power Company.
Proposed by: Mark R. Vincent, Director of Finance and Business Services

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

89. 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

90. Public hearing on annexation report for the proposed annexation area generally located on the north and south sides of Clark County Highway 215, between Shaumber Road and Fort Apache Road (ANX-12215) - Ward 6 (Ross)
91. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 6600 Lemitar Drive. PROPERTY OWNER: STEVEN D & STEVEN YOUNG (\$6,575.63 – General Fund) - Ward 5 (Weekly)
92. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building located at 886 Miller Avenue. PROPERTY OWNER: WALTER & LIZZIE THOMAS (\$4,973 – General Fund) - Ward 5 (Weekly)
93. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5433 Flora Spray Street. PROPERTY OWNER: GREG E. VINCENT (\$11,725 – General Fund) - Ward 6 (Ross)
94. Public hearing on local improvement district for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (\$623,643.30 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
95. Public hearing on local improvement district for Special Improvement District No. 1505 - Sierra Oeste Neighborhood Streetlights (\$62,576.19 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION

PLANNING & DEVELOPMENT - CONSENT

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

96. EOT-18040 - APPLICANT/OWNER: NEVADA H.A.N.D., INC. - Request for an Extension of Time of an approved Rezoning (ZON-5176) FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO R-5 (APARTMENT) on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 139-35-211-087, 088, 089, 090 and 091), Ward 5 (Weekly). Staff recommends APPROVAL

97. EOT-18039 - APPLICANT/OWNER: NEVADA H.A.N.D., INC. - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5177) THAT ALLOWED A 5 STORY, 60 UNIT, MULTI-FAMILY DEVELOPMENT on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 139-35-211-087, 088, 089, 090 and 091), R-3 (Medium Density Residential) under Resolution of Intent to R-5 (Apartment) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
98. EOT-17696 - APPLICANT/OWNER: RICHMOND AMERICAN HOMES HOMES OF NEVADA, INC - Request for an Extension of Time of an approved Rezoning (ZON-5174) FROM: U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 10.65 acres adjacent to the southwest corner of El Campo Grande Avenue and Mustang Road (APN 125-26-801-012 and 125-26-802-014), Ward 6 (Ross). Staff recommends APPROVAL
99. EOT-17977 - APPLICANT: VALENTE DEVELOPMENT, INC - OWNER: SLV INVESTMENTS, LLC - Request for an Extension of Time of an approved Rezoning (ZON-5203) FROM: R-E (RESIDENCE ESTATES) TO R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), Ward 6 (Ross). Staff recommends APPROVAL
100. EOT-18081 - APPLICANT/OWNER: MASONIC MEMORIAL TEMPLE - Request for an Extension of Time of an approved Rezoning (Z-0011-02) FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: O (Office) on 14.05 acres adjacent to the northeast corner of Rancho Drive and Mesquite Avenue (on a portion of APN 139-29-801-005), Ward 5 (Weekly). Staff recommends APPROVAL
101. EOT-18053 - APPLICANT: GORDON BIRSCH RESTAURANT - OWNER: BOCA FASHION VILLAGE, LLC - Request for an Extension of Time of an approved Special Use Permit (SUP-9430) THAT ALLOWED A SUPPER CLUB, approximately 900 feet south of Alta Drive (APN 138-32-312-005), PD (Planned Development) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

102. RESCIND PREVIOUS ACTION - SDR-16503 - PUBLIC HEARING - APPLICANT: SANDSTONE ARCHES, LLC - OWNER: MERHI GHASSAN AND GALTAR, LLC - Request by Planning and Development to Rescind the previous action for APPROVAL for a Site Development Plan Review FOR A PROPOSED 81,240 SQUARE FOOT COMMERCIAL DEVELOPMENT CONSISTING OF 10 PAD SITES WITH SINGLE-STORY BUILDINGS on 7.03 acres at 4600 North Rancho Drive (APN 138-02-102-005 through 009, and 011), R-E (Residence Estates) Zone under Resolution of Intent to C-2 (General Commercial) Zone and C-1 (Limited Commercial) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
103. SDR-16503 - PUBLIC HEARING - APPLICANT: SANDSTONE ARCHES, LLC - OWNER: MERHI GHASSAN AND GALTAR, LLC - Request for a Site Development Plan Review FOR A PROPOSED 81,240 SQUARE FOOT COMMERCIAL DEVELOPMENT CONSISTING OF 10 PAD SITES WITH SINGLE-STORY BUILDINGS on 7.03 acres at 4600 North Rancho Drive (APN 138-02-102-005 through 009, and 011), R-E (Residence Estates) Zone under Resolution of Intent to C-2 (General Commercial) Zone and C-1 (Limited Commercial) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 6 (Ross). NOTE: THIS ITEM IS BEING REHEARD TO DELETE CONDITION NUMBER 11. The Planning Commission (7-0 vote) and staff recommend APPROVAL
104. MOD-12919 - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Major Modification to the Las Vegas Medical District Plan TO AMEND THE LAND USE DESIGNATION FROM: MD-2 (MAJOR MEDICAL) TO: MD-1 (MEDICAL SUPPORT) on 0.74 acres at 728 Desert Lane (APN 139-33-402-021), Ward 5 (Weekly). NOTE: THIS ITEM WAS ORIGINALLY SCHEDULED FOR THE 12/06/06 CITY COUNCIL MEETING. The Planning Commission (7-0 vote) and staff recommend APPROVAL
105. SUP-16246 - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT at 728 Desert Lane (APN 139-33-402-021), [PROPOSED: MD-1 (MEDICAL SUPPORT) Las Vegas Medical District Plan Designation], Ward 5 (Weekly). NOTE: THIS ITEM WAS ORIGINALLY SCHEDULED FOR THE 12/06/06 CITY COUNCIL MEETING. The Planning Commission (7-0 vote) and staff recommend DENIAL

- 106.SDR-12922 - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 24 RESIDENTIAL CONDOMINIUM UNITS AND 13,465 SQUARE FEET OF MEDICAL OFFICE SPACE on 0.74 acres at 728 Desert Lane (APN 139-33-402-021), PD (Planned Development) Zone [MD-2 (Major Medical) Las Vegas Medical District Special Land Use Designation] [PROPOSED: MD-1 (Medical Support) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). NOTE: This application has been amended from 24 Residential Condominium Units to 30 Residential Condominium Units and from 13,465 square feet of Medical Office space to 9,350 square feet of Medical Office space. ADDITIONAL NOTE: THIS ITEM WAS ORIGINALLY SCHEDULED FOR THE 12/06/06 CITY COUNCIL MEETING. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 107.GPA-16201 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request to amend a portion of the Southwest Sector of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 108.ZON-16196 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 109.SUP-16198 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER TO ALLOW SERVICE BAYS TO FACE A PUBLIC RIGHT OF WAY at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 110.SUP-16200 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED TOWING SERVICE WITH NO STORAGE at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 111.SDR-16197 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Site Development Plan Review FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 112.GPA-16538 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 113.ZON-16609 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 114.WVR-16610 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 173 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

- 115.SDR-16611 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Site Development Plan Review FOR A PROPOSED 21-UNIT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). The Planning Commission (5-2 vote) and staff recommend APPROVAL
- 116.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
- 117.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
- 118.VAR-14734 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - This is an Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW PROPOSED SIX FOOT HIGH BLOCK WALLS IN THE FRONT YARD WHERE FOUR FEET IS THE MAXIMUM HEIGHT ALLOWED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 119.VAR-16769 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - Request for a Variance TO ALLOW A PROPOSED SINGLE FAMILY DWELLING TO BE FIVE FEET FROM THE SIDE PROPERTY LINE WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 120.VAR-16113 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: RICHARD YOUNGBLOOD - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED 50% OF THE FLOOR AREA OF THE MAIN DWELLING AND TO EXCEED 50% OF THE REAR YARD AREA on 0.67 acres at 8320 West Washburn Road (APN 125-33-204-011), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 121.SUP-16112 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: RICHARD YOUNGBLOOD - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 8320 West Washburn Road (APN 125-33-204-011), R-E (Residential Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 122.VAR-16165 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: YONG H. JUNG - Request for a Variance TO ALLOW 7 PARKING SPACES WHERE 13 PARKING SPACES ARE THE MINIMUM REQUIRED on 0.19 acres at 505 South Decatur Boulevard (APN 139-31-310-133), P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 123.SUP-17404 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY IN CONJUNCTION WITH A BANK WITHIN A PROPOSED SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

- 124.SUP-17405 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC.
- Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY WITHIN THE WEST PORTION OF A PROPOSED SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 125.SDR-16952 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC - Request for a Site Development Plan Review FOR A 42,500 SQUARE FOOT SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 126.ROC-17677 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ANIMAL FOUNDATION - OWNER: CITY OF LAS VEGAS - Request for a Review of Condition Number 1 of an approved Site Development Plan Review (SDR-6883) TO ALLOW TEMPORARY STRUCTURE NUMBER 2 LOCATED ON THE CORNER OF HARRIS STREET AND MANNING STREET TO BE ALLOWED TO REMAIN FOR TWO ADDITIONAL YEARS on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). NOTE: THIS APPLICATION IS BEING AMENDED TO ALLOW A TEMPORARY TENT TO REMAIN FOR AN ADDITIONAL TWO YEARS. Staff recommends DENIAL
- 127.SDR-15747 - ABEYANCE ITEM - 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
- 128.RQR-17040 - PUBLIC HEARING - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: RANCHO AIR CENTER, INC. - Required One-Year Review of an approved Special Use Permit (U-0059-01) WHICH ALLOWED TWO (2) 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGNS at the northeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-18-410-007), C-M (Commercial/ Industrial) Zone under Resolution of Intent to R-PD16 (Residential Planned Development - 16 Units Per Acre) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 129.SUP-17308 - PUBLIC HEARING - APPLICANT: EMAD KASHAT - OWNER: GERVASIA ENTERPRISE LIVING 1993 TRUST - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RETAIL STORE at 6595 Smoke Ranch Road, Suites #140, #145, and #150 (APN 138-23-110-034), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). [NOTE: To be heard in conjunction with Morning Session Item 59]. The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 130.SUP-17310 - PUBLIC HEARING - APPLICANT: V'S CHOC'LET CITY, INC. - OWNER: 7TH STREET PROPERTIES, LLC - Request for a Special Use Permit FOR A PROPOSED TAVERN-LIMITED ESTABLISHMENT at 115 North 7th Street (APN 139-34-612-007), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 131.VAC-17077 - PUBLIC HEARING - APPLICANT: PULTE HOMES - OWNER: PN II, INC. - Petition to Vacate U.S. Government Patent Easements generally located south of Centennial Parkway, west of Schaumber Road, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 132.SDR-17298 - PUBLIC HEARING - APPLICANT: REPUBLIC SERVICES OF SOUTHERN NEVADA - OWNER: PREMIER TRUST OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED PARKING LOT AND A WAIVER TO ALLOW A REDUCTION OF THE PERIMETER LANDSCAPING BUFFERING REQUIREMENTS on 0.52 acres adjacent to the north side of Sahara Avenue, approximately 600 feet east of 6th Street (APN 162-03-801-018), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

133. GPA-16511 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request to Amend a portion of the Southwest Sector Plan of the Master Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: MLA (MEDIUM-LOW ATTACHED DENSITY RESIDENTIAL) on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), Ward 5 (Weekly). The Planning Commission (6-1 vote) and staff recommend DENIAL
134. ZON-16519 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) TO: R-PD12 (RESIDENTIAL PLANNED DEVELOPMENT - 12 UNITS PER ACRE) on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), Ward 5 (Weekly). The Planning Commission (6-1 vote) and staff recommend DENIAL
135. VAR-16525 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Variance TO ALLOW 35,642 SQUARE FEET OF OPEN SPACE WHERE 53,370 SQUARE FEET IS THE MINIMUM REQUIRED on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), R-1 (Single Family Residential) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) Zone [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone], Ward 5 (Weekly). NOTE: THIS APPLICATION IS BEING AMENDED FROM 35,642 SQUARE FEET OF OPEN SPACE WHERE 53,370 SQUARE FEET IS THE MINIMUM REQUIRED TO 33,226 SQUARE FEET OF OPEN SPACE WHERE 55,321 SQUARE FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL
136. SDR-16522 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Site Development Plan Review FOR A PROPOSED 77-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), R-1 (Single Family Residential) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) Zone [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone], Ward 5 (Weekly). NOTE: THIS APPLICATION IS BEING AMENDED TO INCLUDE PROPOSED THREE-STORY DEVELOPMENT. The Planning Commission (7-0 vote) and staff recommend DENIAL
137. GPA-16578 - PUBLIC HEARING - APPLICANT: JOHN DAVID BURKE ARCHITECT - OWNER: NEW VISTA RANCH, INC. - Request to Amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: PCD (PLANNED COMMUNITY DEVELOPMENT) on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), Ward 6 (Ross). NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. ADDITIONAL NOTE: THE APPLICANT IS REQUESTING AN ABEYANCE TO THE 02-07-07 CITY COUNCIL MEETING. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
138. ZON-16580 - PUBLIC HEARING - APPLICANT: JOHN DAVID BURKE ARCHITECT - OWNER: NEW VISTA RANCH, INC. - Request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), Ward 6 (Ross). NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. ADDITIONAL NOTE: THE APPLICANT IS REQUESTING AN ABEYANCE TO THE 02-07-07 CITY COUNCIL MEETING. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
139. SDR-16581 - PUBLIC HEARING - APPLICANT: JOHN DAVID BURKE ARCHITECT - OWNER: NEW VISTA RANCH, INC. - Request for a Site Development Review FOR A PROPOSED TWO-STORY, 56-UNIT ASSISTED LIVING APARTMENT DEVELOPMENT WITH A 43,283 SQUARE-FOOT COMMERCIAL AMUSEMENT/RECREATION (INDOOR) FACILITY, 3,024 SQUARE FEET OF MEDICAL OFFICE SPACE, AND 1,382 SQUARE FEET OF RETAIL SPACE on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), U (Undeveloped) Zone [DR (Desert Rural Density Residential) Master Plan Designation] [PROPOSED: PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development) Zone] Ward 6 (Ross). NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. ADDITIONAL NOTE: THE APPLICANT IS REQUESTING AN ABEYANCE TO THE 02-07-07 CITY COUNCIL MEETING. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

- 140.ZON-16510 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 0.98 acres at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 141.VAR-16512 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Variance TO ALLOW 68 PERCENT LOT COVERAGE WHERE 50 PERCENT LOT COVERAGE IS THE MAXIMUM PERMITTED on 0.98 acres at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 142.VAR-16516 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Variance TO ALLOW 89 PARKING SPACES WHERE 121 PARKING SPACES IS THE MINIMUM REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.98 acres at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 143.SUP-16520 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 144.SDR-16508 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Site Development Plan Review FOR A PROPOSED 5-STORY, MIXED-USE DEVELOPMENT CONSISTING OF 10,500 SQUARE FEET OF COMMERCIAL SPACE AND 32 RESIDENTIAL UNITS on 0.98 acres at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). NOTE: THIS APPLICATION IS BEING AMENDED TO ADD A WAIVER TO ALLOW A REDUCTION IN THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS AND TO ALLOW A SETBACK OF 60 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 140 FEET. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 145.VAR-16497 - PUBLIC HEARING - APPLICANT/OWNER: KEN BERRYDANE - Request for a Variance TO ALLOW A NINE-FOOT SETBACK IN THE FRONT YARD WHERE 25 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A FIVE-FOOT SETBACK IN THE REAR YARD WHERE 15 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED SINGLE-FAMILY RESIDENCE on 0.48 acres at 2521 Driftwood Drive (APN 139-32-512-016), R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED FROM 2521 DRIFTWOOD DRIVE TO 2520 DRIFTWOOD DRIVE. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 146.SUP-16498 - PUBLIC HEARING - APPLICANT/OWNER: KEN BERRYDANE - Request for a Special Use Permit FOR A PROPOSED HABITABLE ACCESSORY STRUCTURE at 2521 Driftwood Drive (APN 139-32-512-016), R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED FROM 2521 DRIFTWOOD DRIVE TO 2520 DRIFTWOOD DRIVE. The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 147.VAR-17299 - PUBLIC HEARING - APPLICANT: MICHAEL LAWSON - OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Variance TO ALLOW 13 PARKING SPACES WHERE 27 PARKING SPACES ARE THE MINIMUM REQUIRED on 0.79 acres at 6565 Smoke Ranch Road (APN 138-23-110-031), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 148.SUP-17301 - PUBLIC HEARING - APPLICANT: MICHAEL LAWSON - OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Special Use Permit FOR A PROPOSED PET BOARDING ESTABLISHMENT at 6565 Smoke Ranch Road (APN 138-23-110-031), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

149. VAR-17306 - PUBLIC HEARING - APPLICANT: WEST ONE PROPERTIES, LTD - OWNER: ASP REALTY, INC. - Request for a Variance TO ALLOW 15 PARKING SPACES WHERE 25 PARKING SPACES ARE THE MINIMUM REQUIRED FOR AN EXISTING SHOPPING CENTER on 0.63 acres at 4441 East Bonanza Road (APN 140-32-101-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
150. SDR-17302 - PUBLIC HEARING - APPLICANT: WEST ONE PROPERTIES, LTD - OWNER: ASP REALTY, INC. - Request for a Site Development Plan Review FOR A PROPOSED 6,180 SQUARE-FOOT COMMERCIAL DEVELOPMENT CONSISTING OF 4,480 SQUARE FEET OF RETAIL SPACE AND A 1,700 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH on 0.63 acres at 4441 East Bonanza Road (APN 140-32-101-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
151. VAR-17156 - PUBLIC HEARING - APPLICANT/OWNER: GLENN J. SORRELLS - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW A SEVEN-FOOT HIGH WALL WHERE A FIVE-FOOT HIGH WALL IS THE MAXIMUM HEIGHT PERMITTED IN A PORTION OF THE FRONT YARD on 0.15 acres at 1109 Shifting Sands Drive (APN 138-26-615-088), R-1 (Single Family Residential) Zone, Ward 5 (Weekly). NOTE: THE APPLICATION IS FOR AN EIGHT FOOT HIGH WALL WHERE A FIVE-FOOT HIGH WALL IS THE MAXIMUM. The Planning Commission (7-0 vote) and staff recommend DENIAL
152. RQR-17098 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: CONSTANTINO NOVAL NV, LLC - Appeal filed by the applicant from the denial by the Planning Commission of a Required Four-Year Review of an approved Special Use Permit (U-0025-98) WHICH ALLOWED A 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 73 South Martin L King Boulevard (APN 139-33-510-002), M (Industrial) Zone, Ward 5 (Weekly). The Planning Commission (5-2 vote) and staff recommend DENIAL
153. SUP-13490 - PUBLIC HEARING - APPLICANT/OWNER: FIRST PRESBYTERIAN CHURCH OF LV NV - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1619 West Charleston Boulevard (APN 162-04-510-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
154. SDR-17057 - PUBLIC HEARING - APPLICANT/OWNER: SANTA FE 124, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF A 124-UNIT APARTMENT COMPLEX TO A CONDOMINIUM DEVELOPMENT on 6.0 acres at 1111 Warbonnet Way (APN 163-04-501-004), R-PD23 (Residential Planned Development - 23 Units Per Acre) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
155. SDR-17211 - PUBLIC HEARING - APPLICANT/OWNER: SVS PROPERTIES, LTD, LLC - Request for a Site Development Plan Review FOR A 3,560 SQUARE-FOOT ADDITION TO AN EXISTING OFFICE BUILDING AND A WAIVER TO ALLOW A REDUCTION OF PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 1.46 acres at 700 East Charleston Boulevard (APN 162-03-501-003), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
156. SDR-17259 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR THE PROPOSED RENOVATION OF A CITY PARK on a portion of 68 acres at 850 North Mojave Road (APN 139-25-701-002), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommends APPROVAL
157. ROC-18015 - PUBLIC HEARING - APPLICANT: GREYSTONE NEVADA, LLC - OWNER: SOUTHWEST COMMUNITIES DEVELOPMENT LLC - Request for a Review of Condition Number 9 of an approved Site Development Plan Review (SDR-6307) TO ADD A MINIMUM 18 FOOT SETBACK TO THE FRONT OF THE GARAGE AS MEASURED FROM BACK OF CURB OR EDGE OF THE PRIVATE STREET OR DRIVE on 17.31 acres adjacent to the west side of Jones Boulevard, approximately 830 feet north of Craig Road (APNs Multiple), Ward 6 (Ross). Staff recommends APPROVAL

SET DATE

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

CITIZENS PARTICIPATION

159.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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

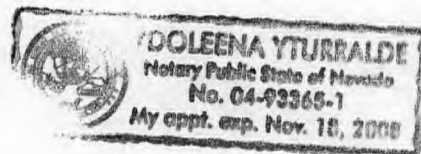
Paula Clark
SIGNATURE

 **YDOLEENA YTURALDE**
Notary Public State of Nevada
No. 04-93365-1
My appt. exp. Nov. 10, 2008

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark
SIGNATURE

Notary Signature
NOTARY PUBLIC in and for said County and State



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

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Ian Spahr, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **14th** day of **December, 2006** at the hour of **3:00 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **20th** day of **December, 2006**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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

Ian Spahr
SIGNATURE

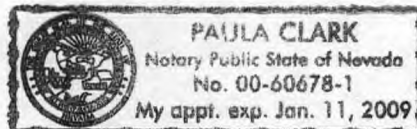
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

14th day of December, 2006

Paula Clark

NOTARY PUBLIC in and for said County and State



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

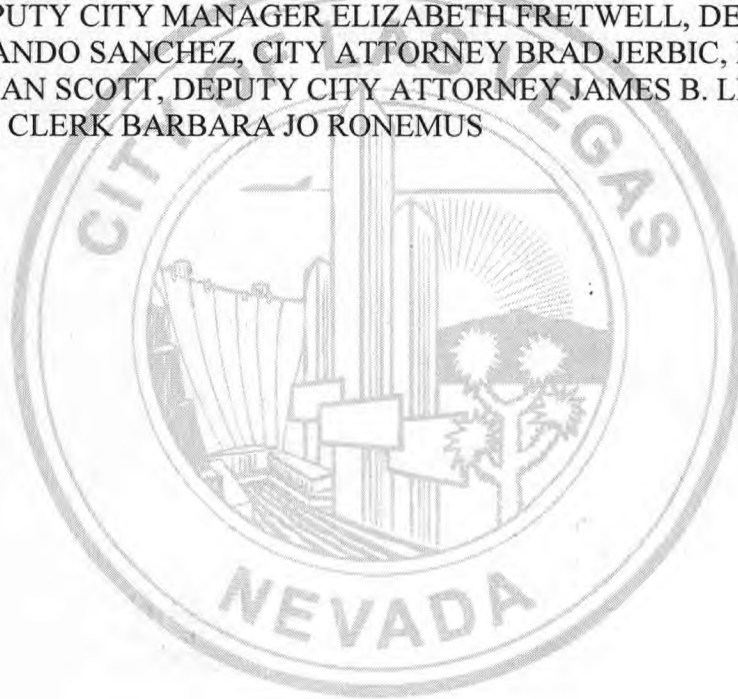
SUBJECT:
CALL TO ORDER

Minutes:

MAYOR GOODMAN called the meeting to order at 9:04 a.m.

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN (excused from the morning session until 9:08 a.m. and from the afternoon session until 1:57 p.m.), WEEKLY, WOLFSON, TARKANIAN (excused from the afternoon session until 1:58 p.m.) and ROSS

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER ELIZABETH FRETWELL, DEPUTY CITY MANAGER ORLANDO SANCHEZ, CITY ATTORNEY BRAD JERBIC, DEPUTY CITY ATTORNEY BRYAN SCOTT, DEPUTY CITY ATTORNEY JAMES B. LEWIS (P.M. Session) and CITY CLERK BARBARA JO RONEMUS



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

Minutes:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge 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: DECEMBER 20, 2006

SUBJECT:

INVOCATION – RABBI MEL HECHT, TEMPLE BETH AM

Minutes:

RABBI MEL HECHT, Temple Beth Am, gave the invocation.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

SUBJECT:
PLEDGE OF ALLEGIANCE

Minutes:
MAYOR GOODMAN led the audience in the pledge.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITIZEN OF THE MONTH

BACKUP DOCUMENTATION:

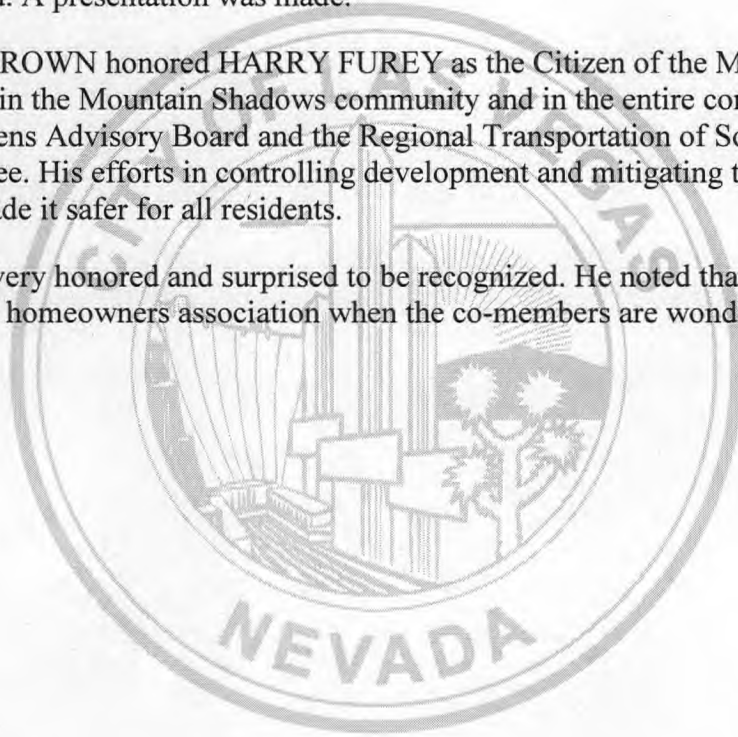
Submitted at meeting - copy of plaque for Citizen of the Month Harry Furey

Minutes:

No motion required. A presentation was made.

COUNCILMAN BROWN honored HARRY FUREY as the Citizen of the Month for December for being so active in the Mountain Shadows community and in the entire community by serving on the Senior Citizens Advisory Board and the Regional Transportation of Southern Nevada Advisory Committee. His efforts in controlling development and mitigating traffic in the Northwest have made it safer for all residents.

MR. FUREY was very honored and surprised to be recognized. He noted that it was not difficult to be president of a homeowners association when the co-members are wonderful.





City of Las Vegas Citizen of the Month

December 2006

Harry Furey

Gary Reese
Councilman Gary Reese

Oscar B. Goodman
Mayor Oscar B. Goodman

Larry Brown
Councilman Larry Brown

Lawrence Weekly
Councilman Lawrence Weekly

Steve Wolfson
Councilman Steve Wolfson

Lots Turkkanian
Councilwoman Lots Turkkanian

Steven D. Ross
Councilman Steven D. Ross

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

BACKUP DOCUMENTATION:

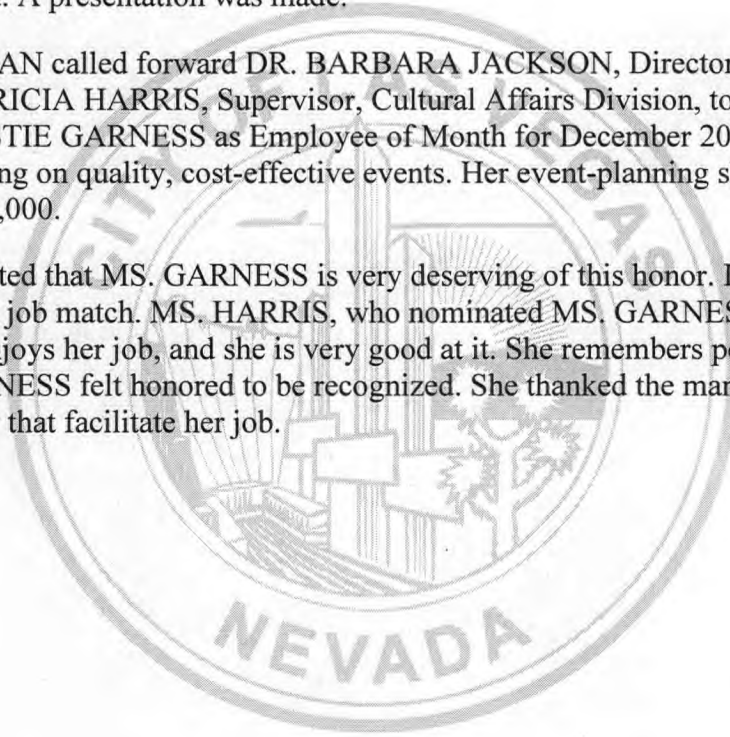
Submitted at meeting - copy of plaque for Employee of the Month Christie Garness

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward DR. BARBARA JACKSON, Director of Leisure Services, and PATRICIA HARRIS, Supervisor, Cultural Affairs Division, to assist him in recognizing CHRISTIE GARNESS as Employee of Month for December 2006. She was nominated for putting on quality, cost-effective events. Her event-planning skills have saved the City more than \$38,000.

DR. JACKSON stated that MS. GARNESS is very deserving of this honor. It is unique when a person's talents and job match. MS. HARRIS, who nominated MS. GARNESS, said that MS. GARNESS truly enjoys her job, and she is very good at it. She remembers people's likes and dislikes. MS. GARNESS felt honored to be recognized. She thanked the many employees throughout the City that facilitate her job.

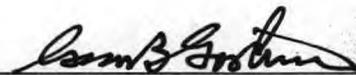




Christie Garness

December 2006

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



MAYOR

CITY MANAGER



DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE INTERNATIONAL TEACHERS OF THE YEAR, MARC
HECHTER AND JUDY GREEN

Minutes:

The presentation was not made.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF LOCAL UNIONS FOR COMMUNITY SERVICE

BACKUP DOCUMENTATION:

Submitted after meeting - hardcopy of PowerPoint

Minutes:

No motion required. A presentation was made.

COUNCILMAN WEEKLY referred to before and after PowerPoint pictures and recognized Building and Common Laborers Local 872, the Laborers International Union Local 702 and roofers for coming to the aid of an elderly woman whose roof was damaged by a fallen tree during a recent storm. GEORGE VAUGHN, Business Manager, Laborers Union Local 702, came forward and introduced the other gentleman that repaired the roof. He noted that it was a pleasure to be able to help.

ADDITIONAL RECOGNITIONS AND ANNOUNCEMENTS:

COUNCILMAN WEEKLY recognized RANDY MARTORANO, LandAmerica Lawyers Title for putting together an event this Holiday Season to purchase and provide new coats for underprivileged families. COUNCILMAN WEEKLY expressed his appreciation to KARLETTE ADAMS, Ward 5 Sr. Executive Assistant, for assisting LandAmerica. MR. MARTORANO thanked ROXIE ROBINSON for approaching his company. With the contributions of his employees, 70 new coats were provided.

COUNCILMAN WEEKLY thanked ERIC SMITH of David Hoggard Community Center for bringing a group of students to the meeting. He noted that that the Center has a "Hoggard" project. It is a residential neighborhood for grandparents who are caring for their grandchildren. This pilot program is being closely looked at by many communities around the country because they want to emulate it.

MAYOR GOODMAN recognized and welcomed special-guest AYANA HARRIS, who is probably the biggest fan of the City Council. She watches the meetings on KCLV-Channel 2 as much as possible.

















AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

BUSINESS ITEMS:

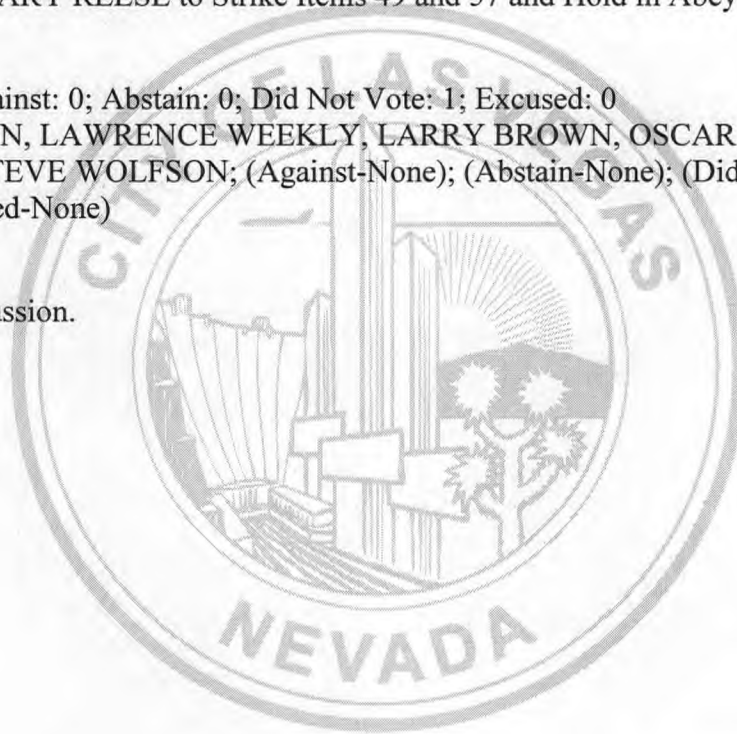
Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

Motion made by GARY REESE to Strike Items 49 and 57 and Hold in Abeyance Item 62 to 1/3/2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-STEVEN
D. ROSS); (Excused-None)

Minutes:

There was no discussion.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of November 1, 2006

Motion made by GARY REESE to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-STEVEN
D. ROSS); (Excused-None)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

BUSINESS ITEMS:

Discussion and possible action to appoint a Municipal Court Judge, Department 6 (\$136,560 - General Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$136,560

Funding Source: General Fund

Dept./Division: Municipal Court

PURPOSE/BACKGROUND:

Department 6 Municipal Court Judge Abbi Silver has submitted her resignation effective December 31, 2006. In accordance with Las Vegas City Charter 1.160, it will be necessary to fill this vacancy by majority vote of the entire City Council within 30 days after the occurrence of that vacancy.

The qualifications for election as a Municipal Court Judge are: Shall devote full time to the duties of his/her office; is a duly licensed member in good standing of the State Bar of Nevada; has never been removed or retired from any judicial office by the Commission on Judicial Discipline; is a qualified elector who has resided within the City for a period of not less than 30 days immediately before the last day for filing a declaration for candidacy. For an appointment to fill a vacancy, the appointee must have the same qualifications as are required of the elective official.

The Department 6 seat is an at-large, six-year term position that will be considered by City of Las Vegas voters during the 2007 Municipal Election process

RECOMMENDATION:

Appointment of a qualified individual to fill the seat of Municipal Court Judge Department 6

BACKUP DOCUMENTATION:

Judge Silver's letter of resignation

Motion made by OSCAR B. GOODMAN to Approve the appointment of Rob Bare as Municipal Court Judge, Department 6, with the understanding that he will not run for office in the 2007 Municipal Election

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS, LOIS TARKANIAN; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MAYOR GOODMAN announced that JUDGE ABBI SILVER'S successful election to another judicial position left a vacancy in Municipal Court Department 6 as of December 31, 2006. The newly appointed judge for Department 6 will not be sworn in until January 3, 2007.

CITY CLERK RONEBUS addressed the Council regarding the information under the Purpose/Background section.

MAYOR GOODMAN indicated that Nevada is very fortunate to have such a wonderful Bar, from which to select someone to appoint to fill the vacancy left by JUDGE SILVER. The Mayor made the motion to appoint ROB BARE, Bar Counsel for the State Bar, with the understanding that he will not run for office in the 2007 Municipal Election.

MR. BARE noted that, as a citizen, he is very impressed by the many accomplishments of this Council. He then expressed sincere appreciation to the Council members for their confidence in appointing him. He also thanked the members of his office for all their assistance, and gave special thanks to his mother and father for his upbringing. He noted that his mom, his best friend, traveled to Las Vegas for this occasion, and he will follow her advice, as Department 6 Judge, of treating everyone that comes before him with respect and kindness.

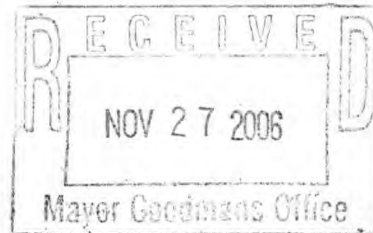
COUNCILMAN WOLFSON stated that MR. BARE is a great addition to Municipal Court.



Las Vegas Municipal Court

At the Regional Justice Center

Las Vegas, Nevada 89127-3920 • Main 702-229-6584 • Fax 702-382-5053 • TTY 702-384-3253



Judiciary

Judge Toy R. Gregory
Chief Judge
Department 1

Judge Elizabeth B. Kolkoski
Department 2

Judge George Assad
Department 3

Judge Bert Brown
Department 4

Judge Cedric A. Kerns
Department 5

Judge Abbi Silver
Department 6

Court Administration

James P. Carmany
Court Administrator

November 27, 2006

Dear Mayor Oscar Goodman:

As you are aware, I was recently elected by the citizens of Las Vegas to a higher judicial office as the first Justice of the Peace for Department 10, of the Las Vegas Justice Court. By law, my term as Justice of the Peace becomes effective on January 1, 2007. Therefore, I will be resigning from my position as Las Vegas Municipal Court Judge Department 6. My resignation will become effective at 11:59 pm on December 31, 2006.

I appreciate your courtesies in this matter, and enjoyed working with you over the last three years.

Sincerely,

Judge Abbi Silver
Las Vegas Municipal Court
Department 6

In Memorium

The Honorable Seymore H. Brown
September 2, 1929 - June 16 2000

Mission Statement

To provide efficient and ethical proceedings through quality service, alternative sentencing, and innovative use of technology.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Easements and Rights-of-Way from the City of Las Vegas to the Las Vegas Valley Water District to cancel and supersede the Easements and Rights-of-Way previously on record for a fire hydrant easement to service APN 139-36-402-011 located at 2824 East Charleston Boulevard (Traffic Signal Repair Shop) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This Easement is for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of a fire hydrant and appurtenances.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easements and Rights of Way

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

A.P.N. 139-36-402-011

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

CITY OF LAS VEGAS

Party of the First Part, hereinafter known as the GRANTOR(S), and LAS VEGAS VALLEY WATER DISTRICT, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the GRANTEE.

WITNESSETH:

That the GRANTOR(S), for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The GRANTOR(S), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted;
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR'S improvements placed upon said parcel due to the GRANTEE'S necessary operations using reasonable care; and
3. Should any of the GRANTEE'S facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(S), or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the GRANTEE.

GRANTOR: CITY OF LAS VEGAS

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this _____ day of _____, 20_____.

OSCAR B. GOODMAN
MAYOR

BARBARA JO RONEMUS
CITY CLERK

STATE of _____)
) ss.
COUNTY of _____)

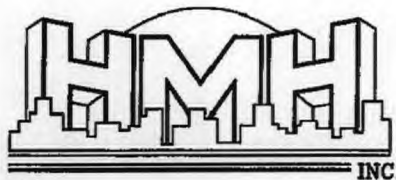
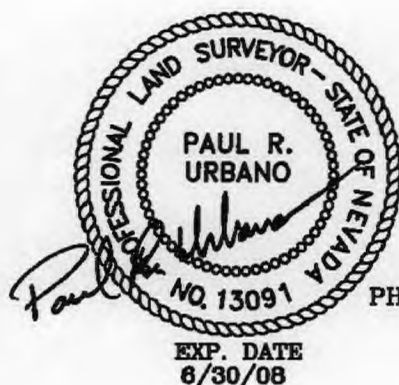
Thomas R. Green 11/17/06
Thomas R. Green Date
Deputy City Attorney

WITNESS my hand and official seal.

Notary Public

FOR LVVWD USE ONLY

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89153
RETURN TO - WILL CALL



1081 S. CIMARRON RD. SUITE B5
LAS VEGAS, NEVADA 89145

PHONE: (702) 256-7850 FAX: (702) 256-1710

0980375-01

HMH060-06

MAY 18, 2006

PREPARED BY SALLY TACKLEY

REVISED AUGUST 29, 2006

PREPARED BY DARWIN BLISS

APN 139-36-402-011

EXPLANATION: THIS LEGAL DESCRIBES AN EASEMENT FOR A FIRE HYDRANT, GENERALLY LOCATED EAST OF TWENTY-EIGHTH STREET AND NORTH OF CHARLESTON BOULEVARD.

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

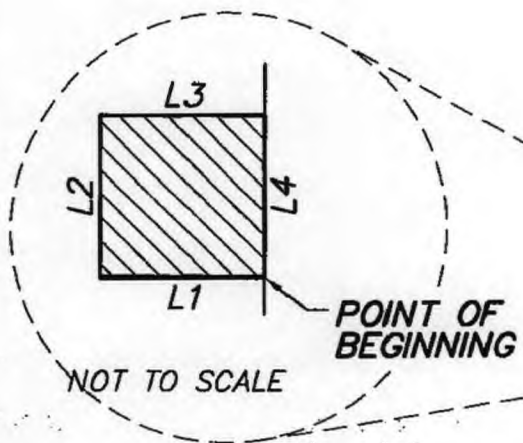
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36;
THENCE NORTH 89°44'28" EAST ALONG THE SOUTH LINE THEREOF, 193.06 FEET;
THENCE NORTH 00°15'32" WEST, 50.00 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD (100.00 FEET WIDE);
THENCE CONTINUING NORTH 00°15'32" WEST, 6.00 FEET TO A POINT ON A LINE 6.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE;
THENCE NORTH 89°44'28" EAST ALONG SAID PARALLEL LINE, 6.00 FEET;
THENCE SOUTH 00°15'32" EAST, 6.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE;
THENCE SOUTH 89°44'28" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 6.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 36 SQUARE FEET, MORE OR LESS.

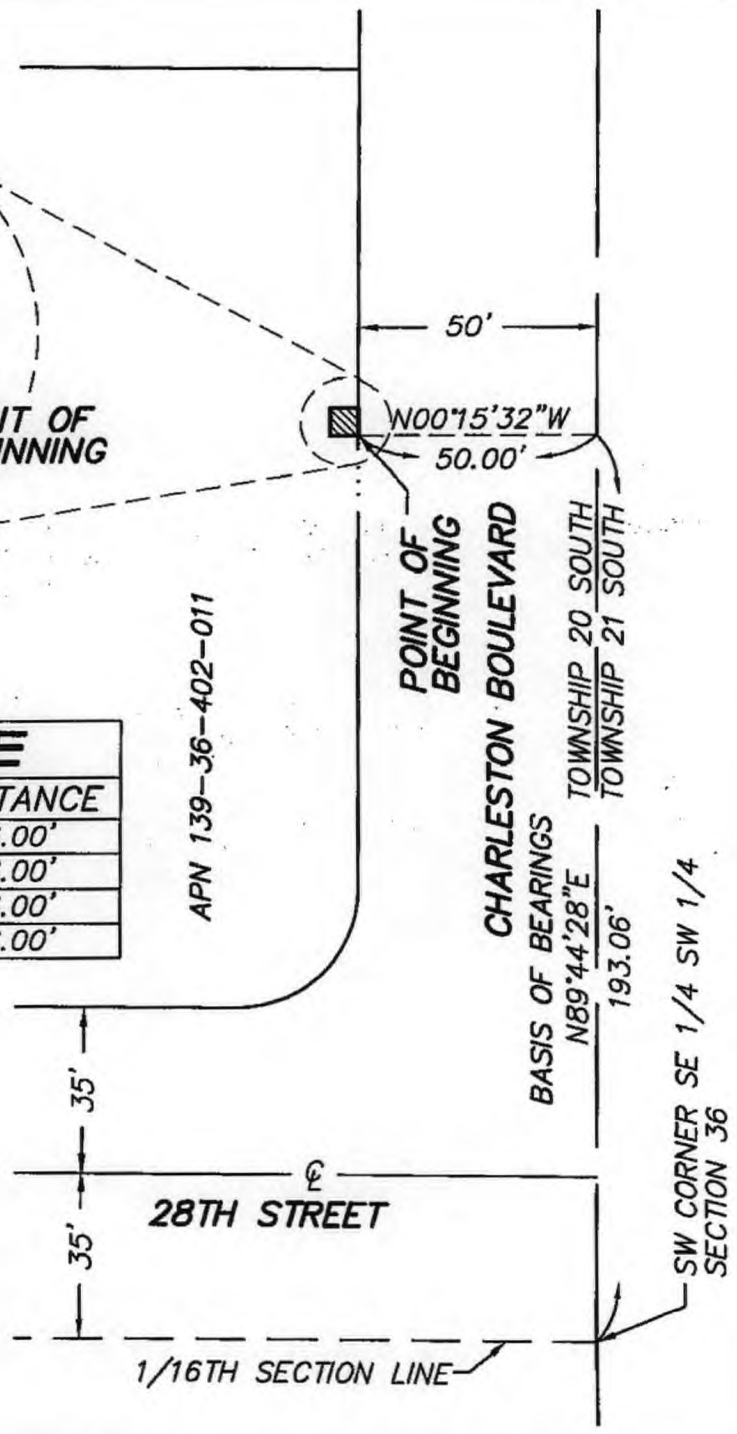
BASIS OF BEARINGS

NORTH 89°44'28" EAST BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF ON FILE IN FILE 100, PAGE 50 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.



LINE TABLE		
No.	BEARING	DISTANCE
L1	N00°15'32"W	6.00'
L2	N89°44'28"E	6.00'
L3	S00°15'32"E	6.00'
L4	S89°44'28"W	6.00'



APN 139-36-402-011

EXHIBIT "A"

POR. SW 1/4 SEC. 36, T. 20 S., R. 61 E.

FIRE HYDRANT EASEMENT



8010 WEST SAHARA AVE.
SUITE 140
LAS VEGAS, NV. 89117
PHONE: (702) 256-7850
INC. FAX: (702) 256-1710

0980375-01.DWG

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

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

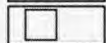
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount: \$53,892,953.49

Funding Source: All Funds

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

Summary of Cash Expenditures for the period 11/16-11/30/06

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

City of Las Vegas

Summary of Cash Expenditures

For period of 11/16-11/30/06

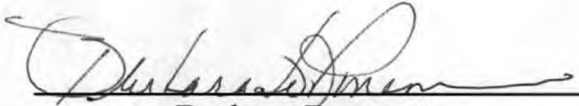
Total Services & Materials Checks :	\$13,353,537.01
Total Services & Materials EFT Payments :	\$2,866,514.18
Total Wire Transfers:	\$30,676,507.46
Total Payroll Checks:	\$6,996,394.84

Grand Total:	\$53,892,953.49
--------------	-----------------

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

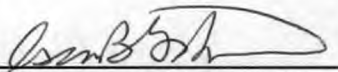


Mark R. Vincent
Director of Finance



Barbara Ronemus
City Clerk

On DECEMBER 20, 2006, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a report by the City Treasurer of the December 5, 2006 sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and multiple other districts - Wards 3 and 6 (Reese and Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Report only, no action required.

BACKUP DOCUMENTATION:

Report of Sale Memorandum from Mark R. Vincent, City Treasurer, dated December 6, 2006.

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Memorandum

Finance and Business Services

To: Mayor Oscar B. Goodman
 Mayor Pro Tem Gary Reese
 Councilman Larry Brown
 Councilman Lawrence Weekly
 Councilman Steve Wolfson
 Councilwoman Lois Tarkanian
 Councilman Steven D. Ross

From: Mark R. Vincent, Director of Finance and Business Services

Cc: Doug Selby, City Manager
 Steve Houchens, Deputy City Manager
 Betsy Fretwell, Deputy City Manager
 Orlando Sanchez, Deputy City Manager
 Brad Jerbic, City Attorney
 Roni Ronemus, City Clerk

Date: December 6, 2006

Re: Report of Sale on Delinquent Parcels in SID Districts Elkhorn Springs and Multiple Districts

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

On October 4, 2006, the City Council approved the delinquency list and foreclosure notices were mailed to delinquent property owners for Special Improvement Districts 505, and Multiple Districts. On November 15, 2006 the first of three weekly publications of the Notice of Sale occurred. Of the 42 parcels publicized, 28 either paid their assessment current or paid it off in full prior to the December 5, 2006 sale; and certificates on 14 parcels were sold.

Pursuant to this statute and the resolution as adopted by the regular City Council, the following Report of Sale has been prepared.

Parcel #	Certificate Buyer	Address	Amount
139-35-412-051	LILLIAN PRICE	729 SHERWOOD ST VALLEY STREAM, NY 11581	755.22
125-15-412-022	JACK PEARCE	617 MILLER AVE NORTH LAS VEGAS, NV 89030	1,376.85
125-16-315-092	YELENA AND ALEX KOZLOV	2908 SE 297TH AVE WASHOUGAL, WA 98671	1,094.40
125-16-317-001	ORAWAN BAILEY AND JOHN DIENES	3472 YELLOW COVE LN LAS VEGAS, NV 89135	704.20
125-16-510-007	DOUGLAS J. AND JANICE K. HUMPHREYS	4442 BELLA CASCADE ST LAS VEGAS, NV 89135	705.25
125-16-511-010	PHILIP D. DAVIS	89 CANTERBURY AVE DALY CITY, CA 94015	640.95
125-16-513-044	WILLIAM & / OR MARY CIMO	2124 CROOKED PINE DR LAS VEGAS, NV 89134	506.11
125-16-610-015	YUMI URATA	744 PICASSO PICTURE CT NORTH LAS VEGAS, NV 89081	693.14

125-16-715-022	MYONG FARR	3657 CAROL LARK CT LAS VEGAS, NV 89129	839.70
125-16-715-054	HOLLY CLOTHIER	3280 W. MERANTO AVE LAS VEGAS, NV 89139	836.25
125-16-716-040	CARL FRECKER JR	5352 HILLSBORO LAS VEGAS, NV 89120	858.16
125-16-816-032	HOWARD S & TRESA FISH	360 LAILANEI ST. LAS VEGAS, NV 89110	374.52
125-16-820-004	TRINA M. LOGAN	4589 SPITFIRE ST LAS VEGAS, NV 89115	695.43
125-16-821-008	BILLIE SMITH OR STEVE THORNOCK	3960 E. WYOMING LAS VEGAS, NV 89104	857.30

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

Approval of a Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Cabana Food Market Incorporated, dba Cabana Food Market, 3965 East Owens Avenue, Suite 110, Souhail B. Faranesh, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Restricted Gaming License for 7 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Temporary Change of Ownership for a Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, From: Landry's Seafood House-Nevada, Inc., dba Joe's Crab Shack, To: Crab Addison, Inc., dba Joe's Crab Shack, 1991 North Rainbow Boulevard, Tilman J. Fertitta, Pres and Steven L. Scheinthal, Dir, Secy - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Temporary Change of Ownership for a Supper Club License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

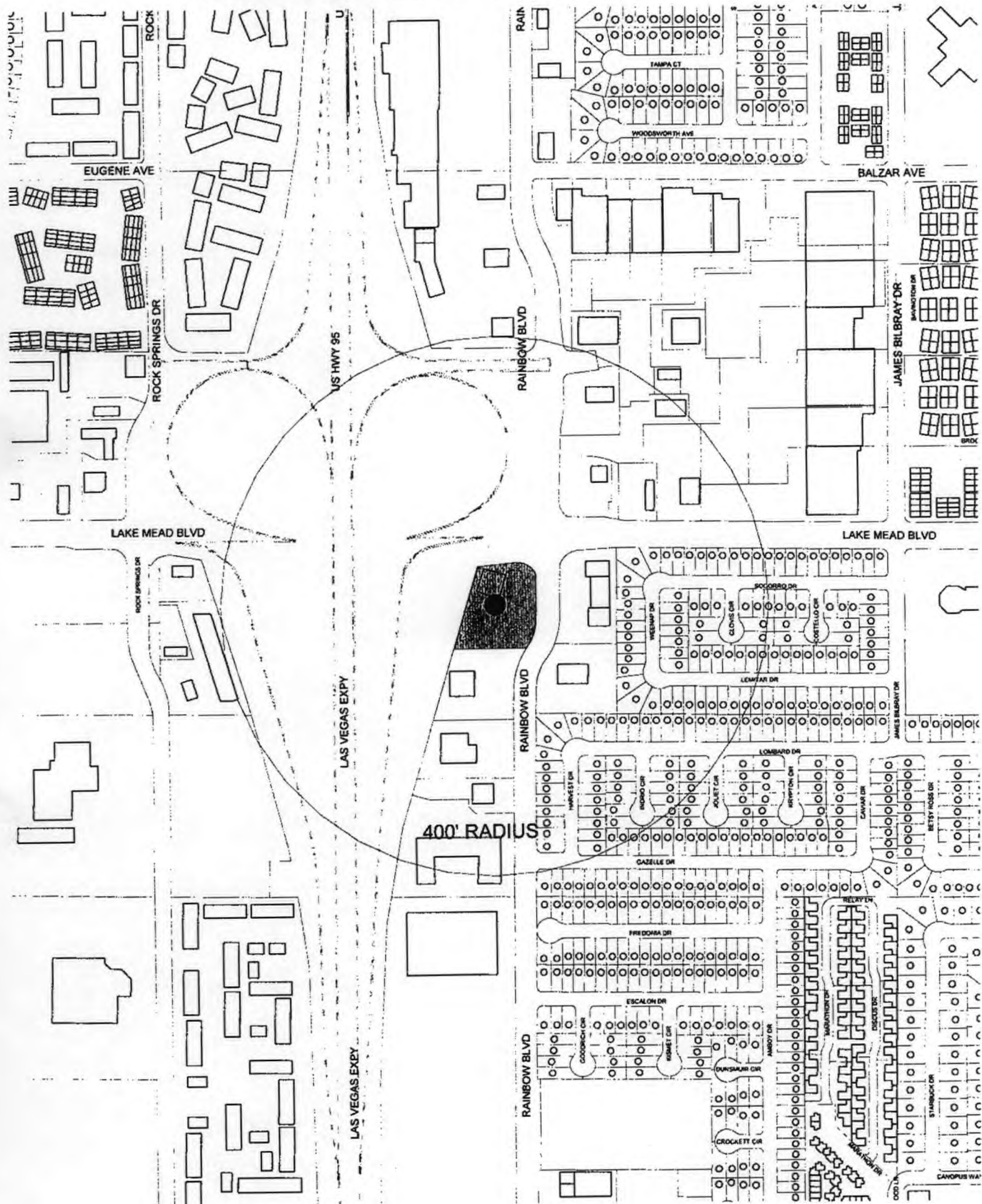
Map

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

JOE'S CRAB SHACK



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Slot Operator Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at City Stop V, 1200 North Town Center Drive - Ward 2 (Wolfson)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Restricted Gaming License for 7 slots Space Lease Location.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Slot Operator Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at City Stop VI, 3250 North Durango Drive - Ward 4 (Brown)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Restricted Gaming License for 7 slots Space Lease Location.

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Ownership for a Burglar Alarm Service License, From: Network Multi-Family Security Corporation, To: Protection One Alarm Monitoring, Inc., dba Network Multi-Family Security Corporation, 353 Pilot Road, Suite B, Darius G. Nevin, Executive VP, CFO and Eric A. Devin, VP, Treas, Controller, Asst. Secy - County

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Burglar Alarm Service License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Location for a Locksmith License, Mega Locksmith, dba Mega Locksmith, From: 2800 West Sahara Avenue, K1, To: 3720 West Tropicana Avenue, #13, Meir B. Hashalom, Dir, Pres, Secy, Treas, 100% - County

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Locksmith License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Agreement No. 070070, Engineering Design Services Agreement for Water Pollution Control Facility Filtration Facility Modifications located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. (\$586,035 - Sanitation Enterprise Fund) - Clark County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$586,035

Funding Source: Sanitation Enterprise Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This engineering design services agreement provides for the Water Pollution Control Facility modifications to the piping and to the filters that provide the ability to perform valve preventive maintenance and other filter maintenance activities without having to shut the filters down. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Matt Chapman - (702) 938-6042

RECOMMENDATION:

That City Council approve Agreement No. 070070, Engineering Design Services Agreement for Water Pollution Control Facility Modifications to HDR Engineering, Inc. in the amount of \$586,035. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

EXHIBIT "G"

CERTIFICATE DISCLOSURE NOT REQUIRED - FEE IS \$25,000 OR LESS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Actions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name	HDR Engineering, Inc.
Address	8404 Indian Hills Drive Omaha, NE 68114-4098
Telephone	(402) 399-1000
EIN or DUNS	47-0680568

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
Engineering design of effluent filter reliability improvements and other maintenance improvements at the City of Las Vegas Water Pollution Control Facility.	
<u>RFP #:</u>	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1. HDR Engineering, Inc. is a wholly-owned subsidiary of HDR, Inc., an employee-owned ESOP corporation. No employee owns more than 1% of the total outstanding stock of HDR.	8404 Indian Hills Drive Omaha, NE 68114-4098	(402) 399-1000
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____

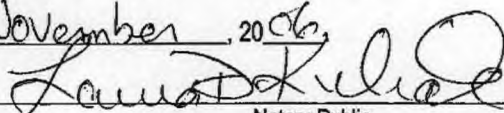
Number of Pages: _____

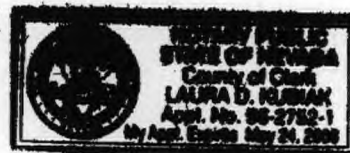
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.


Name
11/29/06
Date

Subscribed and sworn to before me this 29th day of

November, 2006.


Notary Public



Apt # 96-2752-1
Exp May 21, 2008

Disclosure of Principals - Continuation

HDR Engineering, Inc.

Directors

Richard R Bell	Chief Executive Officer
George A Little	President, Chief Operating Officer
Gary L Bleeker	Director
James K Haney	Director

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Bid No. 06.1730.12-LED, Las Vegas Wash/Sandhill Rehabilitation and Nellis Blvd Relief Sewer and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$3,878,495.50 - Enterprise Sanitation Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$3,878,495.50

Funding Source: Enterprise Sanitation Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project consists of rehabilitation, replacement or abandonment of existing pipes, coating, replacement or abandonment of existing manholes, bypass pumping and flow diversion and traffic control, excavation and trench backfilling within city right-of-ways. Work will be done along the Las Vegas Wash and Sandhill Road between Owens Avenue and Bonanza Road and along Nellis Boulevard between Harris Avenue and North of Stewart Avenue.

PCC: L.E. Davis

POC: Bill Wellman - (702) 251-5800

RECOMMENDATION:

That City Council approve the award of Bid No. 06.1730.12-LED, Las Vegas Wash/Sandhill Rehabilitation and Nellis Blvd. Relief Sewer to Las Vegas Paving Corporation in the amount of \$3,878,495.50 and approve a construction conflicts and contingency reserve in the amount of \$271,495. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Bid Abstract

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

BID ABSTRACT

06.1730.12-LED

Las Vegas Wash/Sandhill Rehabilitation and Nellis Blvd. Sewer

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	Las Vegas Paving		Frehner Construction		Wesco	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.01	Mobilization/Demobilization (Limited to 5%)	1	LS	\$157,000.00	\$157,000.00	\$275,000.00	\$275,000.00		
203.01	Remove Asphalt Paving	5333	SY	\$20.50	\$109,326.50	\$21.90	\$116,792.70		
203.02	Remove Concrete Paving	444	SY	\$53.00	\$23,532.00	\$65.00	\$28,860.00		
402.01	Plantmix Bituminous Surface	4215	TON	\$83.50	\$352,152.50	\$96.00	\$404,640.00		
403.01	3/4" Plantmix Bitumin Open-grade Surface	5333	SY	\$8.50	\$45,330.50	\$6.00	\$31,998.00		
409.01	Portland Cement Concrete Pavement	172	CY	\$560.00	\$96,320.00	\$750.00	\$129,000.00		
622.01	Construction Surveying	1	LS	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00		
624.01	Traffic Control and Maintenance	1	LS	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00		
625.01	Portable Changeable Message Signs	15	EA/DAY	\$200.00	\$3,000.00	\$170.00	\$2,550.00		
625.02	Arrow Displays	60	EA/DAY	\$100.00	\$6,000.00	\$47.00	\$2,820.00		
630.01	Remove 45" Pipe	36	LF	\$180.00	\$6,480.00	\$215.00	\$7,740.00		
630.02	Install 45" CCFRPM Pipe	20	LF	\$3,000.00	\$60,000.00	\$440.00	\$8,800.00		
630.03	Abandon 10" Pipe	3396	LF	\$22.00	\$74,712.00	\$7.00	\$23,772.00		
630.04	Remove 10" Pipe	2060	LF	\$5.00	\$10,300.00	\$19.00	\$39,140.00		
630.05	Install 12" PVC C900 Pipe	1331	LF	\$207.00	\$275,517.00	\$235.00	\$312,785.00		
630.06	Install 18" PVC C905 Pipe	2065	LF	\$233.00	\$481,145.00	\$267.00	\$551,355.00		
630.07	Abandon 48" Manhole	13	EA	\$2700.00	\$35,100.00	\$2,025.00	\$26,325.00		
630.08	Remove Existing 48" Manhole	10	EA	\$1,100.00	\$11,000.00	\$1,045.00	\$10,450.00		
630.09	Construct 48" Manhole	6	EA	\$7,500.00	\$45,000.00	\$9,005.00	\$54,030.00		
630.1	Construct 60" Manhole	9	EA	\$9,400.00	\$84,600.00	\$10,515.00	\$94,635.00		
630.11	Remove Existing 72" Manhole	1	EA	\$2,850.00	\$2,850.00	\$6,000.00	\$6,000.00		
630.12	Construct 72" Manhole	4	EA	\$38,000.00	\$152,000.00	\$45,000.00	\$180,000.00		
636.01	Install 45" Cured-in-place Pipe Liner	5410	LF	\$283.00	\$1,530,030.00	\$317.00	\$1,714,970.00		
641.01	Diversion of Sewage Flow - Las Vegas Wash/Sandhill	1	LS	\$59,000.00	\$59,000.00	\$359,000.00	\$359,000.00		
641.02	Diversion of Sewage Flow - Nellis Boulevard	1	LS	\$170,000.00	\$170,000.00	\$865,000.00	\$865,000.00		
644.01	Coating 72" Manhole	6	EA	\$17,500.00	\$105,000.00	\$17,000.00	\$102,000.00		
Total Base Bid Amount					\$3,879,495.50		\$5,532,662.70		No Bid
Engineer's Estimate					\$3,780,500.00				
Responsive Bidder									
Responsible Bidder									
TO: <u>Jorge Cervantes</u> Please review and approve award to <u>Las Vegas Paving Corporation</u> prior to <u>November 20, 2006</u> for Council award on <u>December 20, 2006.</u> <u>[Signature]</u> 11-17-06 Purchasing & Contracts Representative Date <u>[Signature]</u> 11-21-06 Using Department Authorized Rep Signature Date									

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of revision to Purchase Order No. 219386 for Installation, Maintenance and Support of Access Control System Hardware and Software - Department of Detention and Enforcement - Award recommended to: DIEBOLD, INC. (\$377,440 - Various Funds)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$377,440

Funding Source: Various Funds

Dept./Division: Detention and Enforcement

PURPOSE/BACKGROUND:

On November 20, 2002 City Council approved award of an Annual Requirements Contract for hardware maintenance, licensing and installation to support the City's Access Control System in the annual amount of \$150,000. The need for new hardware installation has increased due to the addition of several new City facilities. The revised estimated annual amount for the current year through November 20, 2007 is \$377,440.

PCC: D. Kaplan

POC: Joseph Rousseau - (714) 933-6000

CFN: 030168

RECOMMENDATION:

That City Council approve the issuance of a revision to Purchase Order No. 219386 for Installation, Maintenance and Support of Access Control System Hardware and Software in the estimated amount of \$377,440 through November 20, 2007 to Diebold, Inc.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of withdrawal and award of Bid No. 06.1730.15-LED, St. Louis Beautification, Paradise to Maryland Parkway and the construction conflicts and contingency reserve set by Finance and Business Services – Department of Public Works – Award recommended to: LAS VEGAS PAVING CORPORATION (\$2,021,000 – CLV Capital Projects Fund and Street Rehabilitation Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$2,021,000

Funding Source: CLV Capital Projects Fund and Street Rehabilitation Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

The project primarily includes overlaying the existing asphalt pavement with 1-inch UTACS Surfacing on St. Louis Avenue from Paradise Road to Maryland Parkway. The construction work also includes concrete median islands, street lights, signing, striping and adjustments of existing utility facilities and minor traffic signal upgrades.

The apparent low bidder Southern Nevada Paving has requested approval to withdraw their bid of \$1,933,711.50 due to an error within their bid. Their bid did not include a cost for line item 403.01, UTAC Overlay a major cost item for this project valued at over \$250,000.

PCC: L. E. Davis

POC: Ryan Mendenhall – (702) 251-5800

RECOMMENDATION:

That the City Council approve the withdraw of the bid submitted by Southern Nevada Paving and the award of Bid No. 06.1730.15-LED, St. Louis Beautification, Paradise to Maryland Parkway in the amount of \$2,021,000 and approve a construction conflicts and contingency reserve of \$141,470. Authority to execute the contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Bid Abstract

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

BID ABSTRACT
Bid No. 06.1730.15-LED
St. Louis Avenue Beautification, Paradise to Maryland Parkway

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	Southern Nevada Paving		Wells Cargo Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.01	Mobilization and Demobilization	1	LS	\$150,000.00	\$150,000.00	\$66,000.00	\$66,000.00
202.01	Remove "L" type Curb and Gutter	200	LF	\$11.50	\$2,300.00	\$47.00	\$9,400.00
202.02	Remove Concrete Sidewalk	1200	SF	\$3.75	\$4,500.00	\$15.50	\$18,600.00
202.03	Remove Asphalt Pavement	7400	SY	\$4.50	\$33,300.00	\$7.30	\$54,020.00
202.04	Remove Sidewalk Ramp	6	EA	\$800.00	\$4,800.00	\$3,100.00	\$18,600.00
202.05	Remove and Salvage Streetlight and Overhead Power Feed	22	EA	\$1,000.00	\$22,000.00	\$1,130.00	\$24,860.00
202.06	Remove and Salvage Pole Mounted Service	1	EA	\$1,675.00	\$1,675.00	\$1,860.00	\$1,860.00
202.07	Remove and Salvage School Flasher and Overhead Power Feed	2	EA	\$2,350.00	\$4,700.00	\$2,660.00	\$5,320.00
202.08	Rotomill	9625	SF	\$10.00	\$96,250.00	\$0.80	\$7,700.00
202.09	Sawcut 5' Wide Path in Existing Median Island	125	SF	\$8.60	\$1,075.00	\$31.00	\$3,875.00
202.1	Remove Existing Median Nose	15	SF	\$26.00	\$390.00	\$60.00	\$900.00
202.11	Remove Existing Median Island	60	SF	\$11.00	\$660.00	\$130.00	\$7,800.00
202.12	Remove Existing Cross Gutter Spandrel	730	SF	\$3.50	\$2,555.00	\$30.00	\$21,900.00
202.13	Remove and Salvage Streetlight	2	EA	\$1,200.00	\$2,400.00	\$1,330.00	\$2,660.00
202.14	Remove 4-Section Signal Head	1	EA	\$350.00	\$350.00	\$400.00	\$400.00
212.01	Landscape Improvements	1	LS	\$107,826.00	\$107,826.00	\$131,500.00	\$131,500.00
213.01	Irrigation System	1	LS	\$66,580.00	\$66,580.00	\$81,150.00	\$81,150.00
213.02	Irrigation Sleeve	1000	LF	\$50.00	\$50,000.00	\$15.40	\$15,400.00
402.01	4" AC Pavement	5100	SY	\$34.00	\$173,400.00	\$17.00	\$86,700.00
403.01	1" UTACS Overlay (Type S3)	32131	SY	\$0.00	\$0.00	\$8.90	\$285,965.90
410.01	Crack Sealant	5600	LB	\$4.00	\$22,400.00	\$6.00	\$33,600.00
5.01	Glue Down Detectable Tactile Warning Strips	33	EA	\$600.00	\$19,800.00	\$690.00	\$22,770.00
613.02	"A" Type Island Curb	7500	LF	\$13.50	\$101,250.00	\$19.50	\$146,250.00
613.03	Jack-on Island	975	SF	\$10.00	\$9,750.00	\$19.50	\$19,012.50
613.04	Case I Sidewalk Ramp	9	EA	\$2,475.00	\$22,275.00	\$3,440.00	\$30,960.00
613.05	Modified Sidewalk Ramp	4	EA	\$2,125.00	\$8,500.00	\$2,790.00	\$11,160.00
613.06	Grind Sidewalk Ramp Lip to 0"	4	EA	\$300.00	\$1,200.00	\$333.00	\$1,332.00
613.07	Sidewalk	300	SF	\$7.25	\$2,175.00	\$72.00	\$21,600.00
613.08	Cross Gutter Spandrel	730	SF	\$11.25	\$8,212.50	\$18.50	\$13,505.00
613.09	"L" Type Curb and Gutter	60	LF	\$29.25	\$1,755.00	\$38.00	\$2,280.00
621.01	Remove and Reestablish Existing Survey Monument or Brass Cap	9	EA	\$585.00	\$5,265.00	\$660.00	\$5,940.00
622.01	Construction Surveying	1	LS	\$40,000.00	\$40,000.00	\$12,500.00	\$12,500.00
623.01	Ameron Decorative Streetlight Assembly	27	EA	\$12,000.00	\$324,000.00	\$13,440.00	\$362,880.00
623.02	2-inch Conduit with (2) #4 THW and (1) #8 THW Ground	4700	LF	\$26.00	\$122,200.00	\$30.00	\$141,000.00

BID ABSTRACT
Bid No. 06.1730.15-LED

St. Louis Avenue Beautification, Paradise to Maryland Parkway

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE	Southern Nevada Paving		Wells Cargo Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.03	2-inch Conduit with (1) #8 Bare Tracer Wire	180	LF	\$38.00	\$6,840.00	\$43.00	\$7,740.00
623.04	School Flasher Assembly	2	EA	\$20,000.00	\$40,000.00	\$22,700.00	\$45,400.00
623.05	#3-1/2 Pullbox (Streetlight)	16	EA	\$280.00	\$4,480.00	\$300.00	\$4,800.00
623.06	200A Padmount Service Pedestal	2	EA	\$7,375.00	\$14,750.00	\$8,370.00	\$16,740.00
623.07	125A Padmount Service Pedestal	1	EA	\$6,375.00	\$6,375.00	\$6,100.00	\$6,100.00
623.08	2-inch Conduit with (2) #3/O THW and (1) #3/O White THW	330	LF	\$79.00	\$26,070.00	\$90.00	\$29,700.00
623.09	Loop Detectors and Lead-in Wires	28	EA	\$760.00	\$21,280.00	\$860.00	\$24,080.00
623.1	Opticom Pre-emption System	1	LS	\$16,750.00	\$16,750.00	\$19,120.00	\$19,120.00
623.11	2-inch Conduit with (2) #4 for Traffic Signal Controller; (2) #4 for Intersection Luminaires and (1) #8 AWG THW Ground	72	LF	\$115.00	\$8,280.00	\$130.00	\$9,360.00
623.12	M-2 Signal Head with Arrow Indicators	1	EA	\$1,300.00	\$1,300.00	\$1,460.00	\$1,460.00
623.13	2-inch Conduit with (2) #4 THW and (1) #6 THW Ground	1500	LF	\$10.00	\$15,000.00	\$12.00	\$18,000.00
623.14	M-2A Signal Head	2	EA	\$935.00	\$1,870.00	\$1,060.00	\$2,120.00
623.15	M-2B Signal Head	2	EA	\$1,050.00	\$2,100.00	\$1,200.00	\$2,400.00
623.16	#5 Pullbox (Traffic Signal)	5	EA	\$585.00	\$2,925.00	\$660.00	\$3,300.00
623.17	2-inch Conduit with (6) #4 THW and (3) #8 THW Ground	4	LF	\$70.00	\$280.00	\$80.00	\$320.00
624.01	Traffic Control	1	LS	\$219,000.00	\$219,000.00	\$193,600.00	\$193,600.00
627.01	Remove and Salvage Traffic Sign Panel	12	EA	\$40.00	\$480.00	\$125.00	\$1,500.00
627.02	Relocate Existing Sign Panel to New Post	3	EA	\$170.00	\$510.00	\$125.00	\$375.00
627.03	New Sign Panel on Signal Pole	2	EA	\$190.00	\$380.00	\$280.00	\$560.00
627.04	New Sign Panel on New Post	28	EA	\$250.00	\$7,000.00	\$225.00	\$6,300.00
627.05	New Sign Panel on Existing Post	3	EA	\$115.00	\$345.00	\$125.00	\$375.00
627.06	New Sign Panel on Mast Arm	2	EA	\$260.00	\$520.00	\$280.00	\$560.00
628.01	Remove Pavement Markings	466	SF	\$3.50	\$1,631.00	\$2.50	\$1,165.00
628.02	Type 1 film (ONLY)	17	EA	\$210.00	\$3,570.00	\$200.00	\$3,400.00
628.03	Type 1 film (Arrow)	40	EA	\$210.00	\$8,400.00	\$200.00	\$8,000.00
628.04	Type 1 film (Crosswalk and Stop Bar)	2240	SF	\$5.30	\$11,872.00	\$8.75	\$19,600.00
628.05	Type 2 film (6" Solid White Line)	7050	SF	\$4.40	\$31,020.00	\$7.50	\$52,875.00
628.06	Bike Lane Markings (Bike Symbol)	28	EA	\$200.00	\$5,600.00	\$175.00	\$4,900.00
628.07	Median Nose Markings	400	SF	\$1.15	\$460.00	\$2.20	\$880.00
628.08	Retroreflective Yield Markings	15	SF	\$7.00	\$105.00	\$13.00	\$195.00
628.09	Type 1 Film (yellow)	200	SF	\$5.75	\$1,150.00	\$8.80	\$1,760.00
629.01	Vertically Adjust Valve Box, Frame and Cover	42	EA	\$415.00	\$17,430.00	\$900.00	\$37,800.00
630.01	Vertically Adjust Manhole, Collar and Frame	23	EA	\$480.00	\$11,040.00	\$970.00	\$22,310.00
633.01	Raised Pavement Markers Non-Reflective	700	EA	\$1.40	\$980.00	\$1.00	\$700.00
633.02	Raised Pavement Markers Reflective	350	EA	\$2.50	\$875.00	\$2.00	\$700.00

Bid No. 06.1730.15-LED

Southern Nevada Paving

Wells Cargo Inc.

TO: Jorge Cervantes Please review and approve award to Las Vegas Paving


Purchasing & Contracts Representative,

11-28-06
Date

Using Department Authorized Rep Signature

11-30-06
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: CLAUDETTE ENUS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to renew the contract with AIG for stop-loss insurance (\$384,021 - Self-Insurance Internal Service Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$384,021.00

Funding Source: Self-Insurance Internal Service Fund

Dept./Division: HR/Insurance Services Division

PURPOSE/BACKGROUND:

The City Health Insurance Plan (CHIP) and the Consumer Driven Health Plan (CDHP) are partially self-funded Preferred Provider Organization (PPO) plans. Stop-loss insurance is obtained to limit the exposure on both a claims and aggregate perspective. This renewal combines the stop-loss limits for both the CHIP and Consumer Driven Health Plans for 2007. The net percentage increase over 2006 is 18.61%. Average increases are normally 25% to 35% for a plan of our size and experience. This renewal is reflective of the success of the Large Case Management program currently in place at the City of Las Vegas. AIG is the current stop-loss provider; this represents a renewal for 2007.

RECOMMENDATION:

Approve to renew the contract with AIG for stop-loss insurance

BACKUP DOCUMENTATION:

1. Rate proposal from COMRISK Insurance
2. Letter of recommendation from Lockton, City of Las Vegas Benefits consultant

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)



GROUP: *City of Las Vegas*
EFFECTIVE DATE: *January 1st, 2007*

Stop-Loss Specific Premium	Current	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5
CARRIER:	AIG	AIG	Symetra	Zurich	HM Insurance	Transamerica	
Carrier Rating:	A++	A++	A	A	A-	A+	
TPA:	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin	
UR Vendor:	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec	
PPO:	Beechstreet	Beechstreet	Beechstreet	Beechstreet	Beechstreet	Beechstreet	
Benefits Included:	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/RX
Specific Deductible:	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	
Specific Contract:	12/15	12/15	12/15	12/15	12/15	12/15	
879 Single Premium	\$ 8.65	\$ 10.05	\$ 12.11	\$ 16.48	\$ 21.46	\$ 10.77	
844 Family Premium	\$ 22.96	\$ 27.45	\$ 28.94	\$ 43.18	\$ 54.36	\$ 27.14	
1723 Composite	\$ 15.66	\$ 18.57	\$ 20.35	\$ 29.56	\$ 37.58	\$ 18.79	\$ -
Monthly Specific Premium	\$ 26,981.59	\$ 32,001.75	\$ 35,070.05	\$ 50,929.84	\$ 64,743.18	\$ 32,372.99	\$ -
Annual Specific Premium	\$ 323,779.08	\$ 384,021.00	\$ 420,840.60	\$ 611,158.08	\$ 776,918.16	\$ 388,475.88	\$ -
% Difference		18.61%	29.98%	88.76%	139.95%	19.98%	-100.00%
Lasers:	\$300K/\$350K Transplant	Firm with acceptance by 11/30/2006	Pending Large Claim Review	Pending Large Claim Review	Pending Large Claim Review	\$400K BMT only, \$400K BMT only	
AGGREGATE STOP LOSS							
Aggregate Contract							
Benefits Included:							
1723 Composite							
Monthly Aggregate Premium	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Aggregate Premium	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aggregate Attachment							
879 Single Attachment							
844 Family Attachment							
1723 Composite	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Claims Liability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Claims Liability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REINSURANCE EXPENSE							
Annual Fixed Premium	\$ 323,779.08	\$ 384,021.00	\$ 420,840.60	\$ 611,158.08	\$ 776,918.16	\$ 388,475.88	\$ -
% Difference		18.61%	29.98%	88.76%	139.95%	19.98%	-100.00%
Maximum Cost Liability	\$ 323,779.08	\$ 384,021.00	\$ 420,840.60	\$ 611,158.08	\$ 776,918.16	\$ 388,475.88	\$ -
% Difference		18.61%	29.98%	88.76%	139.95%	19.98%	-100.00%

Please note that contingencies do apply only with a formal proposal in Comrisk's quote format. These numbers are "ILLUSTRATIVE" only.



November 27, 2006

Steve Miller
Employee Benefits Administrator
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Subject: Stop Loss Insurance- January 1, 2007 Renewal

Dear Steve:

The annual renewal analysis for the medical stop loss policy has been completed. We have reviewed the final renewal proposal submitted from AIG, the incumbent carrier, and the responses received from ten qualified A- rated carriers.

The initial renewal received from AIG represented a 29% rate increase. Following a review of updated large claims information, the increase was revised to 20%. With the assistance of your medical management team, complete updated clinical information was presented to AIG and the other carriers for their review.

Based on this final review, AIG has revised their renewal to an 18.6% increase. None of the other carriers presented rates at or below this level.

In consideration of the 2006 year to date claims experience and the number of ongoing "potential" large claimants, we feel that 18.6% represents a fair and reasonable renewal.

We recommend that the AIG renewal is accepted for the 2007 policy period.

Please contact me with any questions you may have regarding the stop loss renewal.

Sincerely,

Tanna Prince
Vice President

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Deferred Loan Agreement to expend \$100,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 17 Harvard Street, Annette Rocco, owner - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$100,000

Funding Source: HOME

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

Ms. Rocco is a single homeowner with no income. She rents a room of her house to a disabled individual and her son also lives in the house. The amount of annual income within this household is \$25,408 which qualifies Ms. Rocco for a HOME funded Deferred Housing Rehabilitation Loan. The house is in need of a new mechanical system, new roofing system, electrical and plumbing repairs, asbestos and lead paint remediation, insulation, new windows, paint flooring, wall and ceiling repair and exterior siding. The funding requested will cover costs to the lowest, responsive bidding contractor, work contract contingency, preliminary title report, credit report, recording fees, real estate appraisal, asbestos sampling fees and temporary relocation.

RECOMMENDATION:

Staff recommends that Council approve the Deferred Loan Agreement and authorize the Mayor to execute the Deferred Loan Agreement with the homeowner upon approval by the City Council.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Deferred Loan Agreement

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Approval of a Deferred Loan Agreement to expend \$100,000 of Home Partnership Program (HOME) funds for housing rehabilitation activities at 17 Harvard Street, Annette Rocco, owner - Ward 1 (Tarkanian)

This house has had no heat or air conditioning for approximately three years. The roof leaks badly and needs replacement. Asbestos and lead containing materials have been discovered in the house and need to be removed. Temporary relocation of the three inhabitants of the house, while the environmental remediation and other construction activities take place, will be required. As this house is constructed of cement block with a flat roof, insulation is minimal. 2" of polystyrene foam with a stucco finish will be applied to the exterior of the house to produce an approximate insulation R-value of 15. 3" of polystyrene foam on the roof will produce an approximate insulation R-value of 23. New dual pane low-e windows will be installed. The new windows combined with the foam/stucco siding and foam roofing will greatly enhance the heating and cooling abilities for this structure. All of the proposed scope of work activities are similar to other housing rehabilitation projects, however the amount of work in this house is much greater than previous projects and the cost to remove the asbestos and lead containing materials and subsequent temporary relocation of the household members is costly.

DEFERRED LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of January, 2007, by and between the city of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and **Annette Rocco** (herein the "Owner").

WITNESSETH:

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

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

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

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

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

WHEREAS, the Owner is the resident of certain improved real property located in the city of Las Vegas, Nevada, commonly known as **17 Harvard Street, Las Vegas, NV 89107**, which more particularly described as, **, city of Las Vegas, County of Clark, State of Nevada**, which serves as the Owner's home (hereafter "Owner's home" or "Property"); and

WHEREAS, the Owner desires to have certain rehabilitation work performed on the Owner's home which is described as follows to wit: **New mechanical system, new roofing system, new windows, new doors, new floor covering, electrical and plumbing repairs, wall and ceiling repair, asbestos and lead containing materials abatement, polystyrene foam and stucco siding, interior and exterior paint**, (hereinafter "Rehabilitation Work"); and

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

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

1. The City agrees to lend to the Owner, and the Owner agrees to borrow from the City, the sum of **Eighty four thousand five hundred twenty seven and no/100--Dollars (\$84,527.00)** (herein the "HOME Program Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work on the Owner's home.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Owner agrees to indemnify and save the City, its officers, employees and agents (collectively "City"), harmless from and against any claims or causes of action filed against City as a result from, related to, or arising out of Owner's action or inaction concerning the Rehabilitation work on Owner's home.

10. According to Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. MISCELLANEOUS PROVISIONS

A. NOTICES

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

CITY

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

OWNER:

**Annette Rocco
17 Harvard Street
Las Vegas, NV 89107**

B. AMENDMENTS

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

C. TIME OF THE ESSENCE

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

D. NO WAIVER

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

E. COUNTERPARTS

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

F. ENTIRE AGREEMENT

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

G. HEADINGS AND INTERPRETATION

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

H. CHOICE OF LAW

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

1. SEVERABILITY

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

J. ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

K. ASSIGNMENT

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

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

M. RIGHT TO REVIEW AND AUDIT

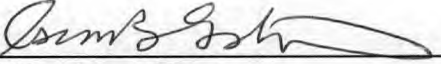
1. The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records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

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

The Owners further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

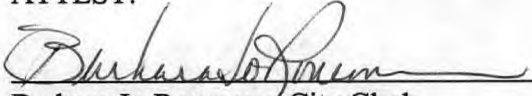
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LAS VEGAS



Oscar B. Goodman, Mayor

ATTEST:

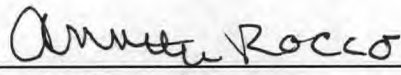


Barbara Jo Ronemus, City Clerk

Approved as to form:



12/6/06 Date



Annette Rocco, Owner

Exhibit "A"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD DEVELOPMENT DIVISION**

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

PROPERTY: 17 Harvard Street, Las Vegas, NV 89107 AMOUNT: \$84,527.00

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the CITY OF LAS VEGAS, at its office at 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of **Eighty four thousand five hundred twenty seven and no/100--Dollars (\$84,527.00)** without interest, upon the occurrence of either of the following two conditions:

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

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

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

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

Presentment, notice of dishonor and protest are hereby waived.

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

Property legally described as: **Las Vegas Square, Plat Book 1 Page 96, Lot 3 Block 28 & Lot 4, city of Las Vegas, Clark County, State of Nevada**

Assessor's Parcel No. **138-25-812-153**

and, more commonly known as **17 HARVARD STREET, LAS VEGAS, NV 89107, LAS VEGAS, NEVADA, IS THE SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE.** A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

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

Annette Rocco , BORROWER

DATE

SCHEDULE OF COSTS IN LOAN AMOUNT

Contract Amount paid to All-Star Contracting, Inc.	\$82,627.00
Real Estate Appraisal	\$300.00
Preliminary Title Report	\$200.00
Recording Documents at Clark County Recorder	\$ 14.00
Credit Report	\$ 15.00
CAS Test	\$150.00
Engineering Reports-Asbestos sampling	\$1,221.00

APN: 138-25-812-153

Exhibit "B"
DEED OF TRUST

(HOMEOWNER DEFERRED PAYMENT LOAN)

THIS DEED OF TRUST, made this _____ day of _____ 2007, between **Annette Rocco**, herein called TRUSTOR, whose address is **17 Harvard Street, Las Vegas, NV 89107**; and the city of Las Vegas, herein called TRUSTEE and BENEFICIARY, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department.

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

Las Vegas Square, Plat Book 1 Page 96, Lot 3 Block 28 & Lot 4

APN: 138-25-812-153

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

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

FOR THE PURPOSE OF SECURING (1) performance of the HOME Investment Partnership Program (herein "HOME"), Homeowner Deferred Payment Loan Agreement executed by TRUSTOR on the _____ day of _____, 2007 ("Homeowner Deferred Payment Loan Agreement") and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated _____ ("Promissory Note"), in the principal sum of **Eighty four thousand five hundred twenty seven and no/100—Dollars (\$84,527.00)** executed by TRUSTOR in favor of TRUSTEE, or order.

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

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

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

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

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be 10 years;
2. The Property shall be used as Trustor's principal Home;
3. No temporary subleases of the Home are allowed;
4. Federal HOME funds used for the loan under the Promissory Note must be recaptured upon the sale, transfer or change of ownership of the Property;
5. Should the Homebuyer lose possession of the property through foreclosure, the city of Las Vegas must be properly notified in a timely manner in order to be included in the division of net proceeds of the property (if any), and this amount will satisfy the repayment of the HOME investment.
6. The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the Property is located.

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

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

Trustor: Annette Rocco

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 2007, before me, personally appeared Annette Rocco, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

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

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 2007, before me, personally appeared Annette Rocco, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

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

NOTARY PUBLIC in and for said
County and State

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

MAIL TAX STATEMENTS TO:
Annette Rocco
17 Harvard Street
Las Vegas, NV 89107

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

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

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Continue list until full and complete disclosure is made.

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

By: _____
Annette Rocco, Owner

Subscribed and sworn to before me this
_____ day of _____, _____

Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Alpha Engineering on behalf of Buyers Only Real Estate Agency, LLC, owner (northeast corner of Bonneville Avenue and 3rd Street) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for four 5-foot by 5-foot tree grates on the north side of Bonneville Avenue adjacent to the property line and one 5-foot by 5-foot tree grate on the east side of 3rd Street approximately 28-feet north of Bonneville Avenue. The tree grates will be flush with the ground and include landscaping and an irrigation system. There will be an area of pavers, (decorative pavement) located at the northeast corner of Bonneville Avenue and 3rd Street extending northward on the east side of 3rd Street for approximately 28-feet and will be approximately 16-feet wide. The pavers will also extend eastward on the north side of Bonneville Avenue for approximately 59-feet and will be approximately 28-feet wide. These improvements are for a proposed wedding chapel located at 555 South 3rd Street. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

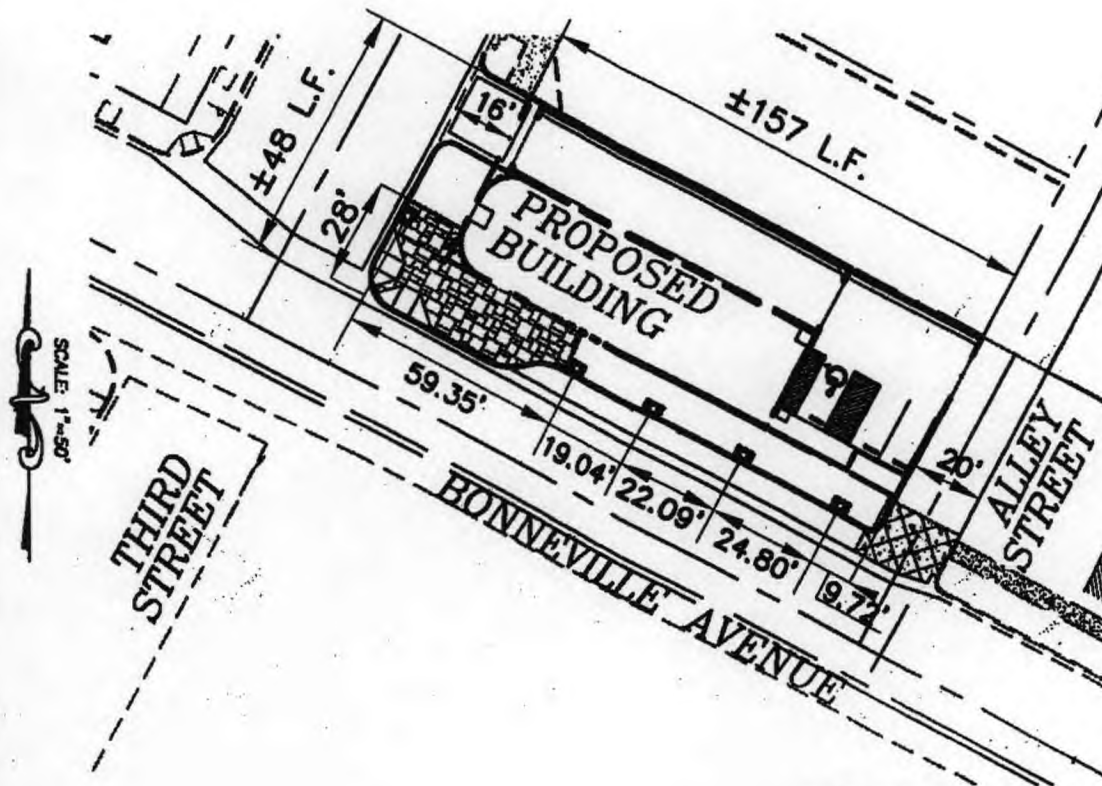
Copy of Encroachment Exhibit "A" (northeast corner of Bonneville Avenue and 3rd Street)

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

EXHIBIT "A"



SCALE: 1"=50'

TOTAL AREA OF ENCROACHMENT:

1625 SF ±

LEGEND

ROW LINE ———
PROPERTY LINE ———
CL OR SURVEY LINE ———

AREA OF ENCROACHMENT  = 5' X 5' TREE GRATE + PAVERS

ALPHA ENGINEERING

3321 N. BUFFALO DR. SUITE 200
LAS VEGAS, NEVADA 89129
Telephone: (702) 877-1300

PROJECT:
555 S. 3RD STREET
WEDDING CHAPEL

FOR:
EXHIBIT TO ACCOMPANY
ENCROACHMENT PERMIT

SCALE	HORZ. 1"=50'
	VERT. NA
W.O. NO.	533301
DRAWN BY:	ALPHA
DATE:	10/18/06
SHEET	1 OF 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ Consent ☐ Discussion

SUBJECT:

Approval of an Encroachment Request from P.R. Engineering on behalf of Las Vegas Protective Association Metro, owner (northwest corner of Stewart Avenue and 7th Street) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for landscaping on the north side of Stewart Avenue extending westward from 7th Street and on the west side of 7th Street extending northward from Stewart Avenue consisting of shrubs, ground cover and an irrigation system. There will also be five 5-foot by 5-foot planters with tree grates flush with the sidewalk, each consisting of a tree with an irrigation system on both Stewart Avenue and 7th Street. The landscaping shall meet standards per the Downtown Centennial Plan for the proposed Las Vegas Police Protective Association Office. 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" (northwest corner of Stewart Avenue and 7th Street)

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)



EXHIBIT "A"

(P) 5'x5' PLANTER WITH
GRATE, DEPTH = 6'

STEWART ST. 80' R/W
SEVENTH ST. 80' R/W

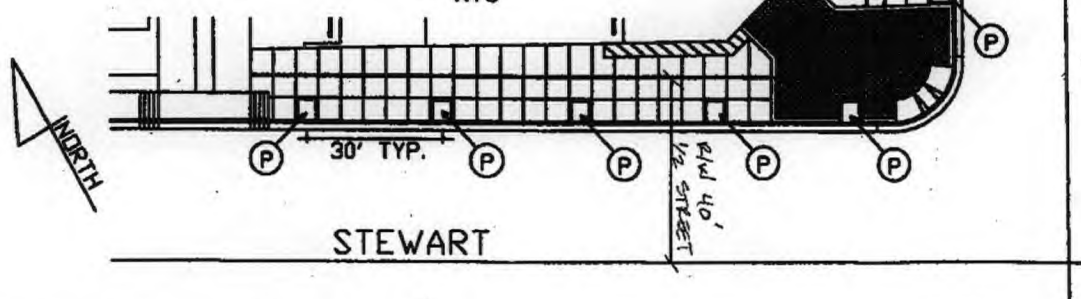
(P)

R/W

5' SIDEWALK

ANENITY ZONE 4.5' STEWART
9.8' SEVENTH ST.

TYPICAL SECTION
NTS



P.R.E. ENGINEERING

ENCROACHMENT EXHIBIT

10225 SCHUSTER ST.
LAS VEGAS, NEVADA 89141
(702) 434-8515

DATE 11/16/06
SCALE NTS
7149-ENCROACHMENT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Raghid B. Koss, owner (northeast corner of Vegas Drive and Jones Boulevard) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for landscaping at the northeast corner of Vegas Drive and Jones Boulevard consisting of trees, shrubs, ground cover and an irrigation system. There will also be a 2-foot tall flood wall extending approximately 67-feet adjacent to the property line at the northeast corner of Vegas Drive and Jones Boulevard. The flood wall is a requirement of the City's Flood Control Section to help protect the City's traffic control device. The landscaping and flood wall are proposed improvements for the Apollo Market. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

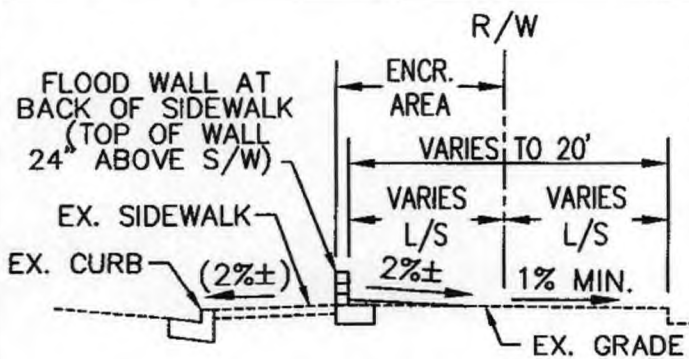
BACKUP DOCUMENTATION:

Encroachment Exhibit "A" (northeast corner of Vegas Drive and Jones Boulevard)

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

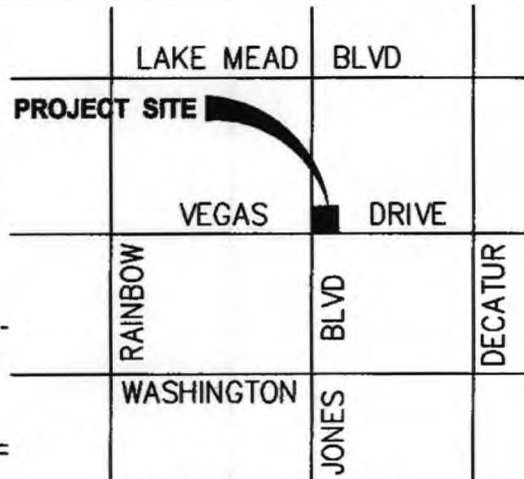
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)



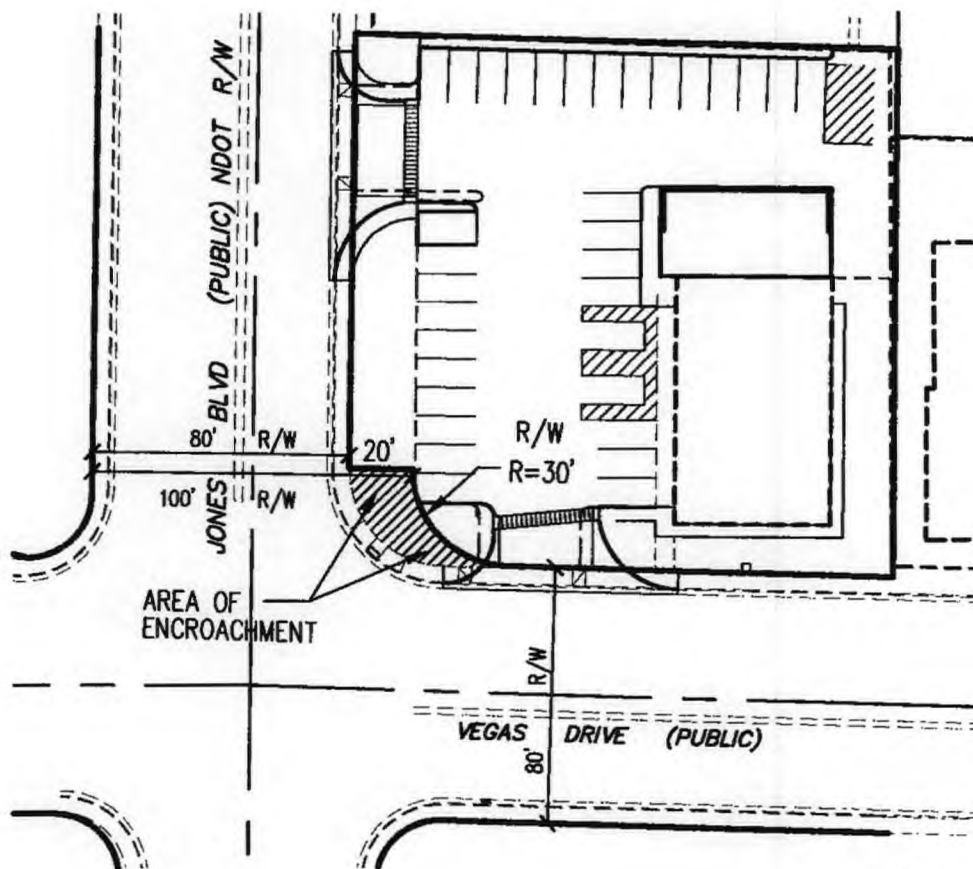
TYPICAL SECTION

NO SCALE



VICINITY MAP

NO SCALE



ENCROACHMENT EXHIBIT "A"

JOB NAME: APOLLO MARKET

MARK WARLING, P.E.
CIVIL ENGINEER
9101 W. SAHARA AVE, #105-L8
LAS VEGAS, NV 89117
TEL: (702) 869-6275



SCALE: 1"=60'

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Supplemental No. 4 to Interlocal Contract 435d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way, encumber construction funding and extend the date of completion for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$3,615,000 - RTC) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

Amount: \$3,615,000

Funding Source: RTC

PURPOSE/BACKGROUND:

Supplemental No. 4 to Interlocal Contract 435d will increase right-of-way funding, encumber funding for construction and extend the date of completion for Martin L. King Boulevard, Palomino Lane to Carey Avenue. The Regional Transportation Commission approved this contract at their December 14, 2006 Board meeting. Total cost of the contract shall not exceed \$5,440,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 4 to Interlocal Contract 435d

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization ☒	Transit ☐	Administration and Finance ☐
SUBJECT: MARTIN L. KING BOULEVARD, PALOMINO LANE TO CAREY AVENUE		
PETITIONER: CHARLES KAJKOWSKI, DIRECTOR CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 4 TO THE INTERLOCAL CONTRACT TO INCREASE PROJECT FUNDING AND EXTEND THE DATE OF COMPLETION AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR RIGHT-OF-WAY OTHER AND CONSTRUCTION FOR PROJECT 021D; MARTIN L. KING BOULEVARD, PALOMINO LANE TO CAREY AVENUE		
GOAL: A: IMPLEMENT TRANSPORTATION SYSTEMS THAT IMPROVE AIR QUALITY IN SOUTHERN NEVADA		

FISCAL IMPACT:

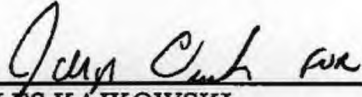
\$5,440,000	Contract Amount
\$1,825,000	Previous Request
<u>\$3,615,000</u>	Current Request
\$ 0	Unencumbered

BACKGROUND:

This Fourth Supplemental Interlocal Contract increases total project funding, extends the date of completion and encumbers funding for construction and additional right-of-way other for Martin L. King Boulevard, Palomino Lane to Carey Avenue.

	Previous Request	Current Request	Revised Total
Construction	0	\$3,575,000	\$3,575,000
Engineering	\$1,625,000	0	\$1,625,000
Right-of-Way Other	<u>\$ 200,000</u>	<u>\$ 40,000</u>	<u>\$ 240,000</u>
Total	\$1,825,000	\$3,615,000.	\$5,440,000

Respectfully submitted,


 CHARLES KAJKOWSKI
 DIRECTOR OF PUBLIC WORKS

EAC **Item #21**
 Nov. 30, 2006
 Consent

Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT**Agenda Item Recommendation (as submitted):**

APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 4 TO THE INTERLOCAL CONTRACT TO INCREASE PROJECT FUNDING AND EXTEND THE DATE OF COMPLETION AND APPROVE A REVISED AUTHORIZATION TO PROCEED FOR RIGHT-OF-WAY OTHER AND CONSTRUCTION FOR PROJECT 021D; MARTIN L. KING BOULEVARD, PALOMINO LANE TO CAREY AVENUE

Agenda Item Requestor: Las Vegas

Meeting Date: 11/13/2006

Staff

Discussion:

The proposed encumbrance is in accordance with the RTC Capital Improvement Program.

Advisory Action (check one): *Approval ☒

Disapproval ☐

Item Held ☐

***Conditions (if applicable):**

Subject to approval of accompanying agenda items to revise the CIP.

**SUPPLEMENTAL INTERLOCAL NO 4 TO THE CONTRACT FOR
MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 16th day of January, 2008^{7th} 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 design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is totally within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated March 13, 2003 and Supplemental Interlocal Contracts on June 12, 2003, August 11, 2005 AND March 9, 2006 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and

WHEREAS, the CITY wishes to increase total project funding, extend the date of completion and receive a revised authorization to proceed.

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

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

SECTION II - PROJECT COSTS

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$5,440,000 which includes all of the above items.
2. The City will be granted a revised "Authorization to Proceed" for right-of-way at a cost not to exceed \$240,000, engineering design at a cost not to exceed \$1,625,000 and construction at a cost not to exceed \$3,575,000 at the time written Authorization to Proceed is received from the RTC.
3. A written request must be made to the RTC and a 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 paragraph 6 shall be revised to read as follows:

6. The project must be completed to the satisfaction of the RTC prior to December 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.

All other terms of the interlocal contract dated March 13, 2003 and Supplemental Interlocal Contracts dated June 12, 2003, August 11, 2005 and March 9, 2006 shall remain unchanged.

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

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

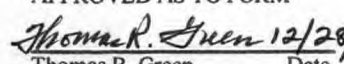
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

12/20/06
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

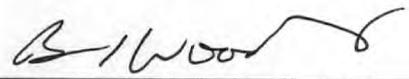

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM
 12/28/06
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

12/14/06
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

PROJECT SUMMARY

MARTIN LUTHER KING BOULEVARD IMPROVEMENTS

ALTA DRIVE TO CAREY AVENUE

Project: Martin Luther King improvements from Alta Drive to Carey Avenue.

Funding: Regional Transportation Commission of Southern Nevada and City of Las Vegas Sanitation Funds

Background: This project is within the first five years of the Capital Improvement Program. Plans are 90% complete and all right-of-way will be acquired or have right of entries prior to bidding this project.

Existing Conditions: MLK is an existing four lane street with an 80 to 100 foot right-of-way.

Proposed Improvements:

Roadway Improvements: Widen to six (6) lanes – three in each direction. Sidewalk, Curb & Gutter, and streetlights.

Right-of-Way: The right-of-way width on Martin Luther King will be 100 feet.

Traffic Signals on MLK: Discovery Drive, Two - US 95 off/on ramps, Bonanza Road, Washington Avenue, Vegas Drive/Owens Avenue, Lake Mead Boulevard, and Carey Avenue.

Drainage Improvements: New storm drains, laterals, and drop inlets will be constructed to collect the roadway drainage and convey the flows into existing storm drains.

Sanitation Sewer New sewer pipe and manholes will be constructed. Existing manholes will be adjusted to match new pavement.

Estimated Construction Cost:

	Base	Contingency	Total
CLV RTC	\$25,444,025	\$2,544,402	\$27,988,427
CLV SANITATION	\$80,975	\$8,097	\$89,072
CLV	<u>\$475,000</u>	<u>\$4,750</u>	<u>\$479,750</u>
	\$26,000,000	\$2,557,249	\$28,557,249

Improvements included in CLV/COUNTY SIDS: None

Schedule:

Advertise:	January 2, 2007
Pre-Bid	January 16, 2007
Bid Opening	February 6, 2007
Bid Award	March 7, 2007
NTP Date	March 26, 2007
Completion	March 27, 2008 (365 calendar days)

**MARTIN L. KING WIDENING IMPROVEMENTS
PALOMINO TO CAREY AVENUE
90% COST ESTIMATE**

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	PROJECT TOTAL
200.01	MOBILIZATION AND DEMOBILIZATION	LS	\$ 500,000.00	1	\$ 500,000.00
201.01	CLEARING AND GRUBBING	LS	\$ 50,000.00	1	\$ 50,000.00
202.01	REMOVE TREE	EA	\$ 50.00	191	\$ 9,550.00
202.02	REMOVE TRAFFIC SIGN	EA	\$ 50.00	100	\$ 5,000.00
202.03	REMOVE MEDIAN ISLAND	SF	\$ 2.00	22,660	\$ 45,320.00
202.04	REMOVE MEDIAN TYPE "L" CURB	LF	\$ 1.50	13,741	\$ 20,611.50
202.05	ROTO-MILLING	SY	\$ 2.00	6,009	\$ 12,018.00
202.06	REMOVE AC	SY	\$ 2.00	123,901	\$ 247,802.00
202.07	REMOVE STREET LIGHT	EA	\$ 200.00	146	\$ 29,200.00
202.08	REMOVE STRUCTURE	EA	\$ 10,000.00	4	\$ 40,000.00
202.09	REMOVE GASOLINE TANK	EA	\$ 75,000.00	4	\$ 300,000.00
202.10	REMOVE VALLEY GUTTER	SF	\$ 3.00	2,010	\$ 6,030.00
202.11	REMOVE COMMERCIAL DRIVEWAY	SF	\$ 3.00	11,890	\$ 35,670.00
202.12	REMOVE SIDEWALK	SF	\$ 1.50	100,620	\$ 150,930.00
202.13	REMOVE CURB AND GUTTER	LF	\$ 1.50	20,424	\$ 30,636.00
202.14	REMOVE DROP INLET	EA	\$ 500.00	38	\$ 19,000.00
202.15	REMOVE PRIVATE SIGN	EA	\$ 750.00	45	\$ 33,750.00
202.16	REMOVE WATER VAULT	EA	\$ 1,000.00	5	\$ 5,000.00
202.17	REMOVE WATER METER	EA	\$ 100.00	28	\$ 2,800.00
202.18	REMOVE DCD/DCDP	EA	\$ 1,000.00	3	\$ 3,000.00
202.19	REMOVE STREET LIGHT PULLBOX	EA	\$ 50.00	38	\$ 1,900.00
202.20	REMOVE TRAFFIC SIGNAL PULLBOX	EA	\$ 50.00	71	\$ 3,550.00
202.21	REMOVE AND RELOCATE MAILBOX	EA	\$ 200.00	3	\$ 600.00
202.22	REMOVE BUS SHELTER	EA	\$ 200.00	8	\$ 1,600.00
202.23	REMOVE MANHOLE	EA	\$ 500.00	4	\$ 2,000.00
202.24	REMOVE CHAINLINK FENCE	LF	\$ 3.00	1,956	\$ 5,868.00
202.25	REMOVE BLOCKWALL	LF	\$ 50.00	3,868	\$ 193,400.00
202.26	REMOVE SIGNAL POLE AND MAST ARM	EA	\$ 2,000.00	25	\$ 50,000.00
202.27	REMOVE TRAFFIC SIGNAL CABINET	EA	\$ 100.00	2	\$ 200.00
202.28	REMOVE SLOPE PAVING	SF	\$ 2.00	8,544	\$ 17,088.00
202.29	REMOVE FIRE HYDRANT	EA	\$ 300.00	19	\$ 5,700.00
202.30	REMOVE PROPANE TANK	EA	\$ 500.00	1	\$ 500.00
202.31	REMOVE BALLARDS	EA	\$ 500.00	12	\$ 6,000.00
202.32	REMOVE MONITORING WELL	EA	\$ 2,000.00	7	\$ 14,000.00
202.33	REMOVE FIRE ALARM	EA	\$ 500.00	4	\$ 2,000.00
202.34	REMOVE SIDEWALK DRAIN	EA	\$ 200.00	8	\$ 1,600.00
202.35	REMOVE OVERHEAD SIGN STRUCTURE	EA	\$ 500.00	1	\$ 500.00
203.01	ROADWAY EXCAVATION AND EMBANKMENT	CY	\$ 10.00	71,670	\$ 716,700.00
212.01	LANDSCAPE RESTORATION	LS	\$ 300,000.00	1	\$ 300,000.00
212.02	MEDIAN ISLAND LANDSCAPE	LS	\$ 450,000.00	1	\$ 450,000.00
213.01	LANDSCAPE IRRIGATION	LS	\$ 25,000.00	1	\$ 25,000.00
218.01	DEWATERING TRENCH EXCAVATIONS	LS	\$ 25,000.00	1	\$ 25,000.00
302.01	TYPE II AGGREGATE BASE	CY	\$ 18.00	71,670	\$ 1,290,060.00
305.01	3/4" DECOMPOSED GRANITE	CY	\$ 18.00	605	\$ 10,890.00
402.01	PLANTMIX BITUMINOUS SURFACE	TON	\$ 65.00	65,100	\$ 4,231,500.00
402N.01	PLANTMIX BITUMINOUS SURFACE (NDOT)	TON	\$ 65.00	5,147	\$ 334,555.00
403.01	3/4" PLANTMIX BITUMINOUS OPEN-GRADE SURFACE	SY	\$ 6.00	136,950	\$ 821,700.00
403N.01	3/4" PLANTMIX BITUMINOUS OPEN-GRADE SURFACE (NDOT)	SY	\$ 6.00	10,474	\$ 62,844.00
502.01	JUNCTION STRUCTURES #1 Sta. "MLK" 83+35.25	LS	\$ 25,000.00	1	\$ 25,000.00
502.02	JUNCTION STRUCTURES #2 Sta. "MLK" 83+57.75	LS	\$ 25,000.00	1	\$ 25,000.00
502.03	JUNCTION STRUCTURES #3 Sta. "MLK" 101+42.67	LS	\$ 25,000.00	1	\$ 25,000.00
502.04	JUNCTION STRUCTURES #4 Sta. "MLK" 101+43.46	LS	\$ 25,000.00	1	\$ 25,000.00
502.05	JUNCTION STRUCTURES #5 Sta. "WASH" 8+77.98	LS	\$ 25,000.00	1	\$ 25,000.00
502.06	JUNCTION STRUCTURES #6 Sta. "MLK" 23+69.68	LS	\$ 25,000.00	1	\$ 25,000.00
502.07	FOOTING CAP	LF	\$ 70.00	500	\$ 35,000.00
502.08	BUS TURN-OUT	EA	\$ 17,500.00	8	\$ 140,000.00
502.09	3'X30' ADA BUS PAD	EA	\$ 300.00	11	\$ 3,300.00

**MARTIN L. KING WIDENING IMPROVEMENTS
PALOMINO TO CAREY AVENUE
90% COST ESTIMATE**

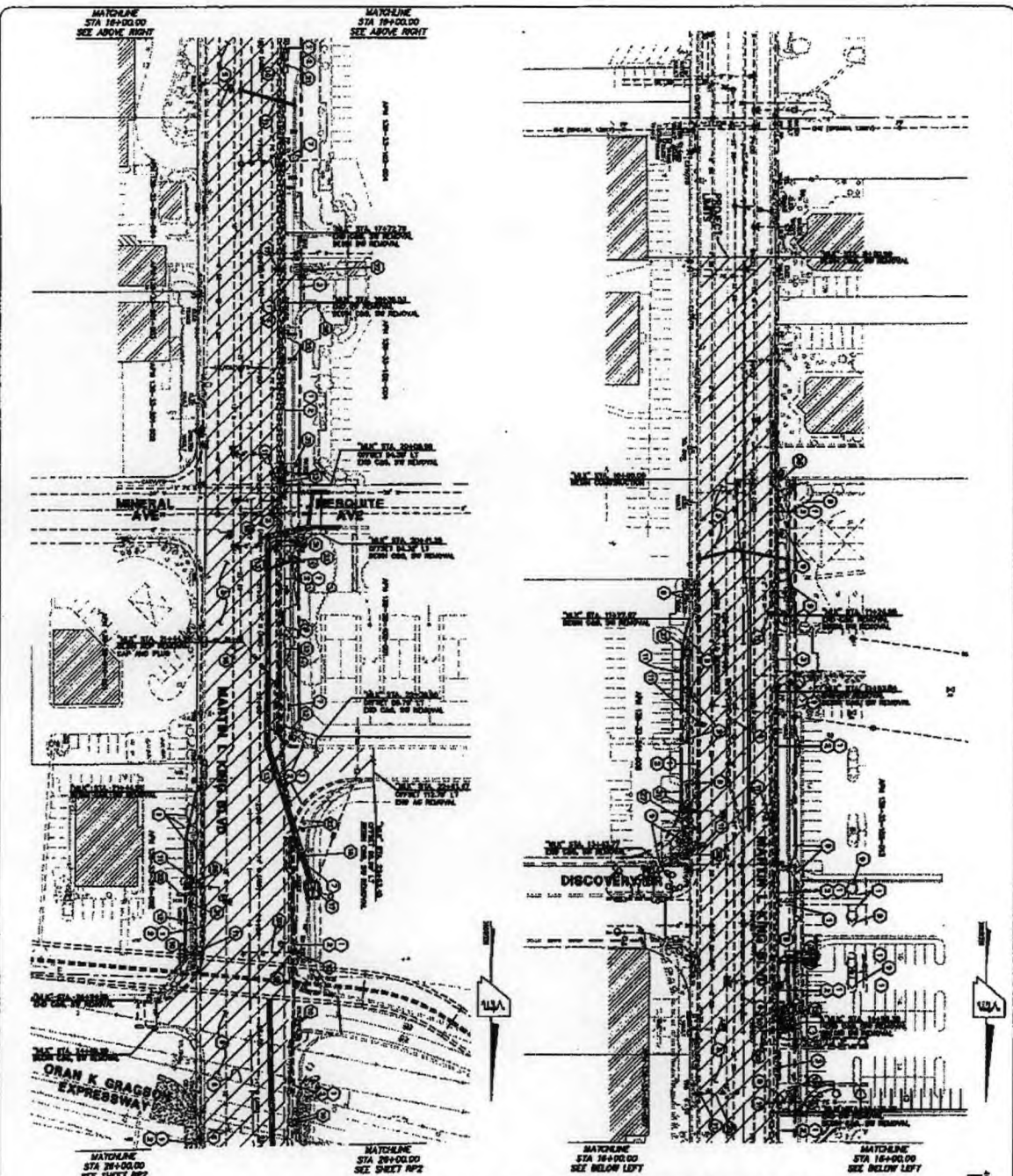
ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	PROJECT TOTAL
502.10	EXTEND TRENCH DRAIN	LS	\$ 15,000.00	1	\$ 15,000.00
502.11	SOIL NAIL WALL	LS	\$ 15,000.00	1	\$ 15,000.00
502.12	PIPE SADDLE	EA	\$ 1,000.00	1	\$ 1,000.00
502.13	RCB CONNECTION	EA	\$ 1,000.00	1	\$ 1,000.00
603.01	18" Class III RCP	LF	\$ 60.00	1,443	\$ 86,580.00
603.02	24" Class III RCP	LF	\$ 80.00	1,867	\$ 149,360.00
603.03	30" Class III RCP	LF	\$ 90.00	320	\$ 28,800.00
603.04	36" Class III RCP	LF	\$ 115.00	2,881	\$ 331,315.00
603.05	42" Class III RCP	LF	\$ 130.00	1,853	\$ 240,890.00
603.06	48" Class III RCP	LF	\$ 150.00	389	\$ 58,350.00
603.07	54" Class III RCP	LF	\$ 175.00	8	\$ 1,400.00
603.08	60" Class III RCP	LF	\$ 200.00	866	\$ 173,200.00
603.09	14"x23" Class III HERCP	LF	\$ 75.00	236	\$ 17,700.00
603.10	19"x30" Class III HERCP	LF	\$ 150.00	5	\$ 750.00
603.11	34"x53" Class III HERCP	LF	\$ 125.00	74	\$ 9,250.00
603.12	38"x60" Class III HERCP	LF	\$ 200.00	23	\$ 4,600.00
603.13	43"x38" Class III HERCP	LF	\$ 250.00	57	\$ 14,250.00
609.01	3' Type "PC1" Drop Inlet	EA	\$ 3,600.00	23	\$ 82,800.00
609.02	6' Type "PC2" Drop Inlet	EA	\$ 4,500.00	8	\$ 36,000.00
609.03	9' Type "PC3" Drop Inlet	EA	\$ 6,000.00	10	\$ 60,000.00
609.04	15' Type "DM2" Drop Inlet	EA	\$ 12,500.00	6	\$ 75,000.00
609.05	20' Type "DM2" Drop Inlet	EA	\$ 15,000.00	13	\$ 195,000.00
609.06	30' Type "DM2" Drop Inlet	EA	\$ 20,000.00	1	\$ 20,000.00
609.07	20' Type "DM2B" Drop Inlet	EA	\$ 15,000.00	5	\$ 75,000.00
609.08	48" Type 1 & 1A SDMH	EA	\$ 4,800.00	7	\$ 33,600.00
609.09	48" Type 2 SDMH	EA	\$ 7,000.00	10	\$ 70,000.00
609.10	48" Type 3 SDMH	EA	\$ 7,000.00	3	\$ 21,000.00
609.11	60" Type 1 & 1A SDMH	EA	\$ 6,200.00	2	\$ 12,400.00
609.12	60" Type 2 SDMH	EA	\$ 9,000.00	2	\$ 18,000.00
609.13	60" Type 3 SDMH	EA	\$ 9,000.00	17	\$ 153,000.00
609.14	NDOT Type 4 SDMH	EA	\$ 12,000.00	9	\$ 108,000.00
609.15	72" NDOT Type 3 SDMH	EA	\$ 10,000.00	1	\$ 10,000.00
609.16	ADJUST STORM DRAIN MANHOLE	EA	\$ 900.00	40	\$ 36,000.00
610.01	HEAVY RIPRAP	CY	\$ 80.00	300	\$ 24,000.00
613.01	CONCRETE SIDEWALK	SF	\$ 3.50	97,745	\$ 342,107.50
613.02	COMMERCIAL DRIVEWAY	SF	\$ 8.00	17,850	\$ 142,800.00
613.03	CONCRETE VALLEY GUTTER	SF	\$ 8.00	1,691	\$ 13,528.00
613.04	RECONSTRUCT DRIVEWAY (ON-SITE)	EA	\$ 7,000.00	45	\$ 315,000.00
613.05	TYPE "L" CURB & GUTTER	LF	\$ 8.00	16,228	\$ 129,824.00
613.06	TACK-ON MEDIAN ISLAND	SF	\$ 6.00	28,960	\$ 173,760.00
613.07	TYPE "A" MEDIAN CURB	LF	\$ 8.00	5,628	\$ 45,024.00
613.08	GRIND HANDICAP RAMP	EA	\$ 250.00	14	\$ 3,500.00
613.09	SURFACE APPLIED TACTILE WARNING PANEL	SF	\$ 55.00	500	\$ 27,500.00
613.10	SIDEWALK DRAIN	EA	\$ 500.00	10	\$ 5,000.00
613.11	TYPE "L" CURB & GUTTER BARRIER	LF	\$ 15.00	508	\$ 7,620.00
618.01	QUADGUARD UNIT	EA	\$ 30,000.00	2	\$ 60,000.00
622.01	CONSTRUCTION SURVEYING	LS	\$ 50,000.00	1	\$ 50,000.00
623.01	250 WATT STREET LIGHT ASSEMBLY	EA	\$ 2,500.00	105	\$ 262,500.00
623.02	NO. 3 1/2 PULLBOX	EA	\$ 200.00	51	\$ 10,200.00
623.03	TYPE 200 SPLICE VAULT	EA	\$ 2,000.00	6	\$ 12,000.00
623.04	200 AMP SERVICE PEDESTAL	EA	\$ 10,000.00	6	\$ 60,000.00
623.05	TRAFFIC SIGNAL MODIFICATIONS	LS	\$ 380,000.00	7	\$ 2,660,000.00
623.06	TRAFFIC SIGNAL - COSTCO/DISCOVERY DRIVE	LS	\$ 380,000.00	1	\$ 380,000.00
623.07	TRAFFIC SIGNAL UNDERGROUNDS	LS	\$ 50,000.00	2	\$ 100,000.00
623.08	P30 PULLBOX	EA	\$ 600.00	49	\$ 29,400.00
623.09	4" FIBER OPTIC CONDUIT W/#8 CONDUCTOR	LF	\$ 9.00	14,900	\$ 134,100.00
623.10	RELOCATE SCHOOL FLASHER POLE ASSEMBLY	LS	\$ 30,000.00	1	\$ 30,000.00
623.11	SCHOOL FLASHER	LS	\$ 50,000.00	1	\$ 50,000.00

**MARTIN L. KING WIDENING IMPROVEMENTS
PALOMINO TO CAREY AVENUE
90% COST ESTIMATE**

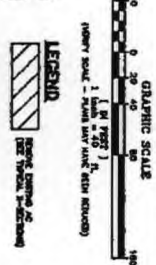
ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	PROJECT TOTAL
623.12	CCTV INCIDENT DETECTION CAMERA	EA	\$ 3,000.00	3	\$ 9,000.00
623.13	VIDEO OPTICAL TRANSCENDER (VOTR)	PAIR	\$ 7,000.00	3	\$ 21,000.00
623.14	OPTICAL TRANSCEIVER (OTR/SH)	EA	\$ 3,500.00	5	\$ 17,500.00
623.15	FIBER OPTIC SPLICE AND DISTRIBUTION EQUIPMENT	EA	\$ 5,200.00	3	\$ 15,600.00
623.16	PERMANENT COUNT STATION	EA	\$ 5,000.00	5	\$ 25,000.00
623.17	RELOCATED SERVICE PEDESTAL	EA	\$ 5,000.00	2	\$ 10,000.00
623.18	4" FIBER OPTIC CONDUIT W/12 STRAND FIBER OPTIC CABLE & #8 CONDUCTOR	LF	\$ 4.00	700	\$ 2,800.00
623.19	SIGN LIGHTING FIXTURE	EA	\$ 5,000.00	8	\$ 40,000.00
623.20	UNDERPASS LIGHTING FIXTURE	LS	\$ 10,000.00	1	\$ 10,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	\$ 300,000.00	1	\$ 300,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGNS	DAY	\$ 1,500.00	30	\$ 45,000.00
625.02	ARROW DISPLAY SIGNS	DAY	\$ 1,500.00	30	\$ 45,000.00
627.01	PERMANENT SIGN PANEL (STREETLIGHT MOUNTED)	SF	\$ 25.00	1,000	\$ 25,000.00
627.02	PERMANENT SIGN PANEL (GROUND MOUNTED)	SF	\$ 100.00	800	\$ 80,000.00
627.03	REMOVE /RELOCATE TRAFFIC SIGN	EA	\$ 100.00	150	\$ 15,000.00
627.04	PERMANENT SIGN PANEL (OVERHEAD MOUNTING)	SF	\$ 25.00	42	\$ 1,050.00
628.01	TYPE I FILM (CROSSWALKS, STOP BARS, CHEVRONS, TRANSITIONS, DIAGNOLS)	SF	\$ 10.00	4,000	\$ 40,000.00
628.02	TYPE I FILM (ONLY)	EA	\$ 250.00	150	\$ 37,500.00
628.03	TYPE I FILM (ARROW)	EA	\$ 200.00	200	\$ 40,000.00
628.04	4" TYPE II FILM	LF	\$ 2.50	1,000	\$ 2,500.00
628.05	8" TYPE II FILM	LF	\$ 5.00	1,000	\$ 5,000.00
629.01	VERTICALLY ADJUST WATER VALVE	EA	\$ 450.00	112	\$ 50,400.00
629.02	VERTICALLY ADJUST WATER BLOW-OFF	EA	\$ 1,000.00	4	\$ 4,000.00
629.03	RELOCATE/ADJUST WATER TEST STATION	EA	\$ 1,500.00	10	\$ 15,000.00
629.04	RELOCATE COMB. AIR VALVE	EA	\$ 2,500.00	7	\$ 17,500.00
629.05	UTILITY RELOCATIONS	LS	\$ 300,000.00	1	\$ 300,000.00
629.06	FIRE HYDRANT	EA	\$ 7,000.00	23	\$ 161,000.00
629.07	WATER EXTENSIONS	LS	\$ 100,000.00	1	\$ 100,000.00
629.08	WATER METER	EA	\$ 3,000.00	31	\$ 93,000.00
629.09	WATER METER VAULT	EA	\$ 7,500.00	5	\$ 37,500.00
629.10	DCDA/DCDP	EA	\$ 5,000.00	3	\$ 15,000.00
630.01	8" SANITARY SEWER MAIN	LF	\$ 65.00	200	\$ 13,000.00
630.02	8" SANITARY SEWER W/ CLSM ENCASEMENT	LF	\$ 85.00	235	\$ 19,975.00
630.03	48" SANITARY SEWER TYPE 1A MANHOLE	EA	\$ 4,800.00	1	\$ 4,800.00
630.04	ADJUST SANITARY SEWER MANHOLE	EA	\$ 900.00	48	\$ 43,200.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	\$ 3.00	8,184	\$ 24,552.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	\$ 1.50	20,500	\$ 30,750.00
636.01	NEVADA POWER FACILITIES	LS	\$ 1,700,000.00	1	\$ 1,700,000.00
637.01	DUST CONTROL	LS	\$ 50,000.00	1	\$ 50,000.00
637.02	NDPES DISCHARGE PERMIT	LS	\$ 50,000.00	1	\$ 50,000.00
640.01	CMU BLOCKWALL	LF	\$ 200.00	1,000	\$ 200,000.00
640.02	CMU BLOCKWALL/RETAINING WALL	LF	\$ 450.00	500	\$ 225,000.00
640.03	10' CMU BLOCKWALL AT BONANZA VILLAGE	LF	\$ 500.00	2,845	\$ 1,422,500.00
680.01	72 STRAND FIBER OPTIC CABLE	LF	\$ 4.00	14,900	\$ 59,600.00
PROJECT TOTAL					\$ 23,095,208.00
20% CONTINGENCY					\$ 4,619,041.60
PROJECT TOTAL					\$ 27,714,249.60

ADDITIVE/DEDUCTIVE ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
206.01	STRUCTURE OVER-EXCAVATION/BACKFILL	CY	\$ 20.00	100	\$ 2,000.00
208.01	TRENCH OVER-EXCAVATION & COMPACTED IMPORT AGGREGATE BEDDING	CY	\$ 30.00	200	\$ 6,000.00
208.02	INCREASE IN EARTHWORK QUANTITIES AFTER INITIAL TRENCHING	CY	\$ 20.00	100	\$ 2,000.00
630.08	REMOVAL OF LEACH FIELD	CY	\$ 30.00	300	\$ 9,000.00
630.09	REMOVAL OF SEPTIC TANK	EA	\$ 5,000.00	1	\$ 5,000.00
630.10	PLACEMENT OF GRAVEL IN SEPTIC TANK	CY	\$ 15.00	300	\$ 4,500.00



- REMOVAL NOTES:**
- 1. REMOVE EXISTING CURB & SIDEWALK
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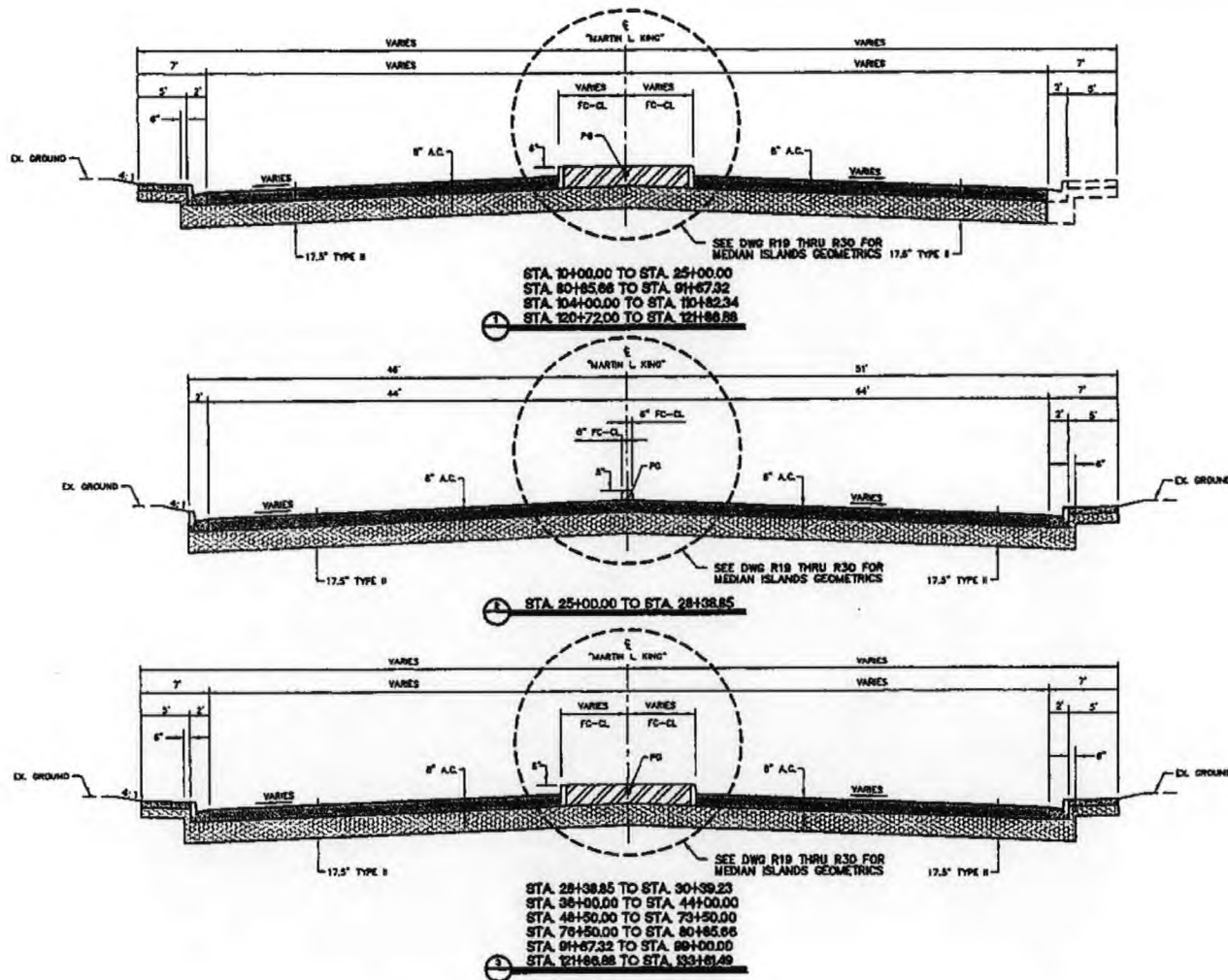


90% Submittal
 10/24/2003
 10/24/2003

REMOVAL PLAN
STA 6+00 TO STA 28+00
MARTIN L KING BLVD
MARTIN L KING BLVD IMPROVEMENTS
ALTA DR TO CAREY AVE

DEPARTMENT OF PUBLIC WORKS
 CITY OF LAS VEGAS

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
 2707 SOUTH RAINBOW BOULEVARD
 LAS VEGAS, NEVADA 89102-2048 PHONE (702) 735-7500 FAX (702) 365-2597



90% Submittal
 Not for Construction
 October 4, 2006

TYPICAL X-SECTIONS

MARTIN L. KING IMPROVEMENTS
 ALTA DR TO CAREY AVE

DEPARTMENT OF PUBLIC WORKS
 CITY OF LAS VEGAS, NEVADA

CONSULTING ENGINEERS & PLANNERS & LAND SURVEYORS
 2727 SOUTH SANDHILL BOULEVARD
 LAS VEGAS, NEVADA 89148 PHONE (702) 892-7000 FAX (702) 881-2947



PL. NO.	68224
BY	KPG/LNW
DATE	10/04/2006
SCALE	AS SHOWN
DESIGNED	TS1
CHECKED	
IN CHARGE	

Authorization to Proceed

Martin Luther King Blvd.: Palomino Lane/Carey Avenue Project 021D

City of Las Vegas

Contract: 435

Revision(s): A, B, C, D

Original Contract: 3/13/2003

Supplemental Date(s): 6/12/03, 8/11/05, 3/9/06, 12/14/06

Contract Total: \$5,440,000.00

Contract Balance: \$0.00

RTC Date	Construction	Engineering	Acquisition	R/W-Other	Total
3/13/2003	0.00	700,000.00	0.00	75,000.00	775,000.00
6/12/2003	0.00	325,000.00	0.00	0.00	325,000.00
8/11/2005	0.00	0.00	0.00	75,000.00	75,000.00
3/9/2006	0.00	600,000.00	0.00	50,000.00	650,000.00
12/14/2006	3,575,000.00	0.00	0.00	40,000.00	3,615,000.00
Totals	\$3,575,000.00	\$1,625,000.00	\$0.00	\$240,000.00	\$5,440,000.00
	Engineering % 20	\$715,000.00			

Finance Approval

Date

Name of Project	Martin L. King, Palomino to Carey	(Normal Distribution)				
CLV						
Initial Encumbrance:	08/11/05					
Cash Flow Projection:		Fiscal Year 2006-07				
	Prior Expense	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction					357,500.00	357,500.00
Engineering	1,047,260		100,000.00	130,000.00	115,000.00	1,392,260.00
Staking						
Acquisition						-
R/W-Other	205,257		7,000.00	10,000.00	9,743.00	232,000.00
Total:	1,252,517	-	107,000.00	140,000.00	482,243.00	1,981,760.00
Cash Flow Projection		Fiscal Year 2007-08				
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction		1,300,000.00	1,000,000.00	667,500.00	250,000.00	3,217,500.00
Engineering		115,000.00	117,740.00			232,740.00
Staking						
Acquisition						
R/W-Other		8,000.00				8,000.00
Total:		1,423,000.00	1,117,740.00	667,500.00	250,000.00	3,458,240.00
				Construction		3,575,000.00
				Engineering		1,625,000.00
				R/W Acquisition		0.00
				R/W Other		240,000.00
			-	Total:	-	5,440,000.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Supplemental No. 2 to Interlocal Contract 475b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way and encumber construction funding for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$25,625,000 - RTC) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

Amount: \$25,625,000

Funding Source: RTC

PURPOSE/BACKGROUND:

Supplemental No. 2 to Interlocal Contract 475b will increase right-of-way funding and encumber funding for construction of Martin L. King Boulevard, Palomino Lane to Carey Avenue. The Regional Transportation Commission approved this contract at their December 14, 2006 Board meeting. Total cost of the contract shall not exceed \$30,125,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 2 to Interlocal Contract 475b

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization [X]	Transit []	Administration and Finance []
SUBJECT: MARTIN L. KING BOULEVARD, PALOMINO LANE TO CAREY AVENUE		
PETITIONER: CHARLES KAJKOWSKI, DIRECTOR CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT TO INCREASE FUNDING AND APPROVE A REVISED AUTHORIZATION TO PROCEED FROM QUESTION 10 FUNDS FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION FOR PROJECT 021D; MARTIN L. KING BOULEVARD, PALOMINO LANE TO CAREY AVENUE		
GOAL: IMPLEMENT TRANSPORTATION SYSTEMS THAT IMPROVE AIR QUALITY IN SOUTHERN NEVADA		

FISCAL IMPACT:

\$30,125,000	Contract Amount
\$ 4,500,000	Previous Request
<u>\$25,625,000</u>	Current Request
\$ 0	Unencumbered

BACKGROUND:

This Second Supplemental Interlocal Contract encumbers additional funding from Question 10 for right-of-way acquisition and construction for Martin L. King Boulevard, Palomino Lane to Carey Avenue.

	Previous Request	Current Request	Revised Total
Construction	0	\$24,425,000	\$24,425,000
Right-of-Way Acquisition	<u>\$4,500,000</u>	<u>\$ 1,200,000</u>	<u>\$ 5,700,000</u>
Total	\$4,500,000	\$25,625,000	\$30,125,000

Respectfully submitted,


 CHARLES KAJKOWSKI
 DIRECTOR OF PUBLIC WORKS

EAC **Item #36**
Nov. 30, 2006

Non-Consent

Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT**Agenda Item Recommendation (as submitted):**

APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT TO INCREASE FUNDING AND APPROVE A REVISED AUTHORIZATION TO PROCEED FROM QUESTION 10 FUNDS FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION FOR PROJECT 021D; MARTIN L. KING BOULEVARD, PALOMINO LANE TO CAREY AVENUE

Agenda Item Requestor: Las Vegas

Meeting Date: 11/13/2006

Staff

Discussion:

The proposed encumbrance is in accordance with the approved Q10 priority list.

Advisory Action (check one): *Approval ☒

Disapproval ☐

Item Held ☐

***Conditions (if applicable):**

Subject to approval of accompanying agenda items to revise the CIP.

SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT FOR

MARTIN L. KING, PALOMINO LANE TO CAREY AVENUE

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 16th day of January, 200~~6~~⁷ 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 design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Martin L. King Boulevard, Palomino Lane (north end of the Martin L. King/Industrial Connector) to Carey Avenue, which is totally within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated July 7, 2004 and Supplemental Interlocal Contract on May 19, 2005 for the design, construction, and right-of-way of Martin L. King Boulevard, Palomino Lane to Carey Avenue; and

WHEREAS, the CITY wishes to increase funding for right-of-way acquisition and construction and receive a revised authorization to proceed.

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

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

SECTION II - PROJECT COSTS

The RTC agrees to provide funding from Question 10 funds for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$30,145,000 which includes all of the above items.
2. Construction at a cost not to exceed \$24,425,000.
3. Right-of-Way acquisition in an amount not to exceed \$5,700,000.
4. A written request must be made to the RTC and a 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 paragraph 6 shall be revised to read as follows:

1. The project must be completed to the satisfaction of the RTC prior to December 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.

All other terms of the interlocal contract dated July 7, 2004 and Supplemental Interlocal Contract dated May 19, 2005 shall remain unchanged.

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

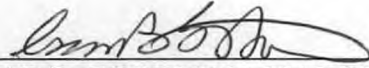
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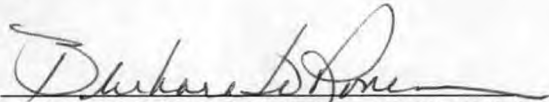

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

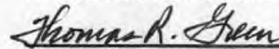
CITY OF LAS VEGAS

12/20/06
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS, CITY CLERK

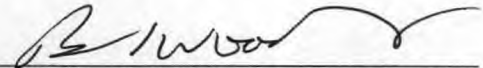
APPROVED AS TO FORM

 12/28/06
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

12/14/06
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

Authorization to Proceed

Question 10 Funding

Martin Luther King Blvd.: Palomino Lane/Carey Avenue Project 021D

City of Las Vegas

Contract: 475

Original Contract: 6/10/2004

Supplemental Date(s): 05/19/05, 12/14/06

Revision(s): A,B

Contract Total: \$30,125,000.00

Q-10

Contract Balance: \$0.00

RTC Date	Construction	Engineering	Acquisition	R/W-Other	Total
6/10/2004	0.00	0.00	2,825,000.00	0.00	2,825,000.00
5/19/2005	0.00	0.00	1,675,000.00	0.00	1,675,000.00
12/14/2006	24,425,000.00	0.00	1,200,000.00	0.00	25,625,000.00
Totals	\$24,425,000.00	\$0.00	\$5,700,000.00	\$0.00	\$30,125,000.00
Engineering %	20	\$4,885,000.00			

Finance Approval

Date

PROJECT SUMMARY

MARTIN LUTHER KING BOULEVARD IMPROVEMENTS

ALTA DRIVE TO CAREY AVENUE

Project: Martin Luther King improvements from Alta Drive to Carey Avenue.

Funding: Regional Transportation Commission of Southern Nevada and City of Las Vegas Sanitation Funds

Background: This project is within the first five years of the Capital Improvement Program. Plans are 90% complete and all right-of-way will be acquired or have right of entries prior to bidding this project.

Existing Conditions: MLK is an existing four lane street with an 80 to 100 foot right-of-way.

Proposed Improvements:

Roadway Improvements: Widen to six (6) lanes – three in each direction. Sidewalk, Curb & Gutter, and streetlights.

Right-of-Way: The right-of-way width on Martin Luther King will be 100 feet.

Traffic Signals on MLK: Discovery Drive, Two - US 95 off/on ramps, Bonanza Road, Washington Avenue, Vegas Drive/Owens Avenue, Lake Mead Boulevard, and Carey Avenue.

Drainage Improvements: New storm drains, laterals, and drop inlets will be constructed to collect the roadway drainage and convey the flows into existing storm drains.

Sanitation Sewer New sewer pipe and manholes will be constructed. Existing manholes will be adjusted to match new pavement.

Estimated Construction Cost:

	Base	Contingency	Total
CLV RTC	\$25,444,025	\$2,544,402	\$27,988,427
CLV SANITATION	\$80,975	\$8,097	\$89,072
CLV	<u>\$475,000</u>	<u>\$4,750</u>	<u>\$479,750</u>
	\$26,000,000	\$2,557,249	\$28,557,249

Improvements included in CLV/COUNTY SIDS: None

Schedule:

Advertise:	January 2, 2007
Pre-Bid	January 16, 2007
Bid Opening	February 6, 2007
Bid Award	March 7, 2007
NTP Date	March 26, 2007
Completion	March 27, 2008 (365 calendar days)

**MARTIN L. KING WIDENING IMPROVEMENTS
PALOMINO TO CAREY AVENUE
90% COST ESTIMATE**

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	PROJECT TOTAL
200.01	MOBILIZATION AND DEMOBILIZATION	LS	\$ 500,000.00	1	\$ 500,000.00
201.01	CLEARING AND GRUBBING	LS	\$ 50,000.00	1	\$ 50,000.00
202.01	REMOVE TREE	EA	\$ 50.00	191	\$ 9,550.00
202.02	REMOVE TRAFFIC SIGN	EA	\$ 50.00	100	\$ 5,000.00
202.03	REMOVE MEDIAN ISLAND	SF	\$ 2.00	22,660	\$ 45,320.00
202.04	REMOVE MEDIAN TYPE "L" CURB	LF	\$ 1.50	13,741	\$ 20,611.50
202.05	ROTO-MILLING	SY	\$ 2.00	6,009	\$ 12,018.00
202.06	REMOVE AC	SY	\$ 2.00	123,901	\$ 247,802.00
202.07	REMOVE STREET LIGHT	EA	\$ 200.00	148	\$ 29,200.00
202.08	REMOVE STRUCTURE	EA	\$ 10,000.00	4	\$ 40,000.00
202.09	REMOVE GASOLINE TANK	EA	\$ 75,000.00	4	\$ 300,000.00
202.10	REMOVE VALLEY GUTTER	SF	\$ 3.00	2,010	\$ 6,030.00
202.11	REMOVE COMMERCIAL DRIVEWAY	SF	\$ 3.00	11,890	\$ 35,670.00
202.12	REMOVE SIDEWALK	SF	\$ 1.50	100,620	\$ 150,930.00
202.13	REMOVE CURB AND GUTTER	LF	\$ 1.50	20,424	\$ 30,636.00
202.14	REMOVE DROP INLET	EA	\$ 500.00	38	\$ 19,000.00
202.15	REMOVE PRIVATE SIGN	EA	\$ 750.00	45	\$ 33,750.00
202.16	REMOVE WATER VAULT	EA	\$ 1,000.00	5	\$ 5,000.00
202.17	REMOVE WATER METER	EA	\$ 100.00	28	\$ 2,800.00
202.18	REMOVE DCDA/DCDP	EA	\$ 1,000.00	3	\$ 3,000.00
202.19	REMOVE STREET LIGHT PULLBOX	EA	\$ 50.00	38	\$ 1,900.00
202.20	REMOVE TRAFFIC SIGNAL PULLBOX	EA	\$ 50.00	71	\$ 3,550.00
202.21	REMOVE AND RELOCATE MAILBOX	EA	\$ 200.00	3	\$ 600.00
202.22	REMOVE BUS SHELTER	EA	\$ 200.00	8	\$ 1,600.00
202.23	REMOVE MANHOLE	EA	\$ 500.00	4	\$ 2,000.00
202.24	REMOVE CHAINLINK FENCE	LF	\$ 3.00	1,956	\$ 5,868.00
202.25	REMOVE BLOCKWALL	LF	\$ 50.00	3,868	\$ 193,400.00
202.26	REMOVE SIGNAL POLE AND MAST ARM	EA	\$ 2,000.00	25	\$ 50,000.00
202.27	REMOVE TRAFFIC SIGNAL CABINET	EA	\$ 100.00	2	\$ 200.00
202.28	REMOVE SLOPE PAVING	SF	\$ 2.00	8,544	\$ 17,088.00
202.29	REMOVE FIRE HYDRANT	EA	\$ 300.00	19	\$ 5,700.00
202.30	REMOVE PROPANE TANK	EA	\$ 500.00	1	\$ 500.00
202.31	REMOVE BALLARDS	EA	\$ 500.00	12	\$ 6,000.00
202.32	REMOVE MONITORING WELL	EA	\$ 2,000.00	7	\$ 14,000.00
202.33	REMOVE FIRE ALARM	EA	\$ 500.00	4	\$ 2,000.00
202.34	REMOVE SIDEWALK DRAIN	EA	\$ 200.00	8	\$ 1,600.00
202.35	REMOVE OVERHEAD SIGN STRUCTURE	EA	\$ 500.00	1	\$ 500.00
203.01	ROADWAY EXCAVATION AND EMBANKMENT	CY	\$ 10.00	71,670	\$ 716,700.00
212.01	LANDSCAPE RESTORATION	LS	\$ 300,000.00	1	\$ 300,000.00
212.02	MEDIAN ISLAND LANDSCAPE	LS	\$ 450,000.00	1	\$ 450,000.00
213.01	LANDSCAPE IRRIGATION	LS	\$ 25,000.00	1	\$ 25,000.00
218.01	DEWATERING TRENCH EXCAVATIONS	LS	\$ 25,000.00	1	\$ 25,000.00
302.01	TYPE II AGGREGATE BASE	CY	\$ 18.00	71,670	\$ 1,290,060.00
305.01	3/4" DECOMPOSED GRANITE	CY	\$ 18.00	605	\$ 10,890.00
402.01	PLANTMIX BITUMINOUS SURFACE	TON	\$ 65.00	65,100	\$ 4,231,500.00
402N.01	PLANTMIX BITUMINOUS SURFACE (NDOT)	TON	\$ 65.00	5,147	\$ 334,555.00
403.01	3/4" PLANTMIX BITUMINOUS OPEN-GRADE SURFACE	SY	\$ 6.00	136,950	\$ 821,700.00
403N.01	3/4" PLANTMIX BITUMINOUS OPEN-GRADE SURFACE (NDOT)	SY	\$ 6.00	10,474	\$ 62,844.00
502.01	JUNCTION STRUCTURES #1 Sta. "MLK" 83+35.25	LS	\$ 25,000.00	1	\$ 25,000.00
502.02	JUNCTION STRUCTURES #2 Sta. "MLK" 83+57.75	LS	\$ 25,000.00	1	\$ 25,000.00
502.03	JUNCTION STRUCTURES #3 Sta. "MLK" 101+42.67	LS	\$ 25,000.00	1	\$ 25,000.00
502.04	JUNCTION STRUCTURES #4 Sta. "MLK" 101+43.46	LS	\$ 25,000.00	1	\$ 25,000.00
502.05	JUNCTION STRUCTURES #5 Sta. "WASH" 8+77.98	LS	\$ 25,000.00	1	\$ 25,000.00
502.06	JUNCTION STRUCTURES #6 Sta. "MLK" 23+69.68	LS	\$ 25,000.00	1	\$ 25,000.00
502.07	FOOTING CAP	LF	\$ 70.00	500	\$ 35,000.00
502.08	BUS TURN-OUT	EA	\$ 17,500.00	8	\$ 140,000.00
502.09	3'X30' ADA BUS PAD	EA	\$ 300.00	11	\$ 3,300.00

**MARTIN L. KING WIDENING IMPROVEMENTS
PALOMINO TO CAREY AVENUE
90% COST ESTIMATE**

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	PROJECT TOTAL
502.10	EXTEND TRENCH DRAIN	LS	\$ 15,000.00	1	\$ 15,000.00
502.11	SOIL NAIL WALL	LS	\$ 15,000.00	1	\$ 15,000.00
502.12	PIPE SADDLE	EA	\$ 1,000.00	1	\$ 1,000.00
502.13	RCB CONNECTION	EA	\$ 1,000.00	1	\$ 1,000.00
603.01	18" Class III RCP	LF	\$ 60.00	1,443	\$ 86,580.00
603.02	24" Class III RCP	LF	\$ 80.00	1,867	\$ 149,360.00
603.03	30" Class III RCP	LF	\$ 90.00	320	\$ 28,800.00
603.04	36" Class III RCP	LF	\$ 115.00	2,881	\$ 331,315.00
603.05	42" Class III RCP	LF	\$ 130.00	1,853	\$ 240,890.00
603.06	48" Class III RCP	LF	\$ 150.00	389	\$ 58,350.00
603.07	54" Class III RCP	LF	\$ 175.00	8	\$ 1,400.00
603.08	60" Class III RCP	LF	\$ 200.00	866	\$ 173,200.00
603.09	14"x23" Class III HERCP	LF	\$ 75.00	236	\$ 17,700.00
603.10	19"x30" Class III HERCP	LF	\$ 150.00	5	\$ 750.00
603.11	34"x53" Class III HERCP	LF	\$ 125.00	74	\$ 9,250.00
603.12	38"x60" Class III HERCP	LF	\$ 200.00	23	\$ 4,600.00
603.13	43"x38" Class III HERCP	LF	\$ 250.00	57	\$ 14,250.00
609.01	3' Type "PC1" Drop Inlet	EA	\$ 3,600.00	23	\$ 82,800.00
609.02	6' Type "PC2" Drop Inlet	EA	\$ 4,500.00	8	\$ 36,000.00
609.03	9' Type "PC3" Drop Inlet	EA	\$ 6,000.00	10	\$ 60,000.00
609.04	15' Type "DM2" Drop Inlet	EA	\$ 12,500.00	6	\$ 75,000.00
609.05	20' Type "DM2" Drop Inlet	EA	\$ 15,000.00	13	\$ 195,000.00
609.06	30' Type "DM2" Drop Inlet	EA	\$ 20,000.00	1	\$ 20,000.00
609.07	20' Type "DM2B" Drop Inlet	EA	\$ 15,000.00	5	\$ 75,000.00
609.08	48" Type 1 & 1A SDMH	EA	\$ 4,800.00	7	\$ 33,600.00
609.09	48" Type 2 SDMH	EA	\$ 7,000.00	10	\$ 70,000.00
609.10	48" Type 3 SDMH	EA	\$ 7,000.00	3	\$ 21,000.00
609.11	60" Type 1 & 1A SDMH	EA	\$ 6,200.00	2	\$ 12,400.00
609.12	60" Type 2 SDMH	EA	\$ 9,000.00	2	\$ 18,000.00
609.13	60" Type 3 SDMH	EA	\$ 9,000.00	17	\$ 153,000.00
609.14	NDOT Type 4 SDMH	EA	\$ 12,000.00	9	\$ 108,000.00
609.15	72" NDOT Type 3 SDMH	EA	\$ 10,000.00	1	\$ 10,000.00
609.16	ADJUST STORM DRAIN MANHOLE	EA	\$ 900.00	40	\$ 36,000.00
610.01	HEAVY RIPRAP	CY	\$ 80.00	300	\$ 24,000.00
613.01	CONCRETE SIDEWALK	SF	\$ 3.50	97,745	\$ 342,107.50
613.02	COMMERCIAL DRIVEWAY	SF	\$ 8.00	17,850	\$ 142,800.00
613.03	CONCRETE VALLEY GUTTER	SF	\$ 8.00	1,691	\$ 13,528.00
613.04	RECONSTRUCT DRIVEWAY (ON-SITE)	EA	\$ 7,000.00	45	\$ 315,000.00
613.05	TYPE "L" CURB & GUTTER	LF	\$ 8.00	16,228	\$ 129,824.00
613.06	TACK-ON MEDIAN ISLAND	SF	\$ 6.00	28,960	\$ 173,760.00
613.07	TYPE "A" MEDIAN CURB	LF	\$ 8.00	5,628	\$ 45,024.00
613.08	GRIND HANDICAP RAMP	EA	\$ 250.00	14	\$ 3,500.00
613.09	SURFACE APPLIED TACTILE WARNING PANEL	SF	\$ 55.00	500	\$ 27,500.00
613.10	SIDEWALK DRAIN	EA	\$ 500.00	10	\$ 5,000.00
613.11	TYPE "L" CURB & GUTTER BARRIER	LF	\$ 15.00	508	\$ 7,620.00
618.01	QUADGUARD UNIT	EA	\$ 30,000.00	2	\$ 60,000.00
622.01	CONSTRUCTION SURVEYING	LS	\$ 50,000.00	1	\$ 50,000.00
623.01	250 WATT STREET LIGHT ASSEMBLY	EA	\$ 2,500.00	105	\$ 262,500.00
623.02	NO. 3 1/2 PULLBOX	EA	\$ 200.00	51	\$ 10,200.00
623.03	TYPE 200 SPLICE VAULT	EA	\$ 2,000.00	6	\$ 12,000.00
623.04	200 AMP SERVICE PEDESTAL	EA	\$ 10,000.00	6	\$ 60,000.00
623.05	TRAFFIC SIGNAL MODIFICATIONS	LS	\$ 380,000.00	7	\$ 2,660,000.00
623.06	TRAFFIC SIGNAL - COSTCO/DISCOVERY DRIVE	LS	\$ 380,000.00	1	\$ 380,000.00
623.07	TRAFFIC SIGNAL UNDERGROUNDS	LS	\$ 50,000.00	2	\$ 100,000.00
623.08	P30 PULLBOX	EA	\$ 600.00	49	\$ 29,400.00
623.09	4" FIBER OPTIC CONDUIT W/#8 CONDUCTOR	LF	\$ 9.00	14,900	\$ 134,100.00
623.10	RELOCATE SCHOOL FLASHER POLE ASSEMBLY	LS	\$ 30,000.00	1	\$ 30,000.00
623.11	SCHOOL FLASHER	LS	\$ 50,000.00	1	\$ 50,000.00

**MARTIN L. KING WIDENING IMPROVEMENTS
PALOMINO TO CAREY AVENUE
90% COST ESTIMATE**

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	PROJECT TOTAL
623.12	CCTV INCIDENT DETECTION CAMERA	EA	\$ 3,000.00	3	\$ 9,000.00
623.13	VIDEO OPTICAL TRANSCENDER (VOTR)	PAIR	\$ 7,000.00	3	\$ 21,000.00
623.14	OPTICAL TRANSCEIVER (OTR/SH)	EA	\$ 3,500.00	5	\$ 17,500.00
623.15	FIBER OPTIC SPLICE AND DISTRIBUTION EQUIPMENT	EA	\$ 5,200.00	3	\$ 15,600.00
623.16	PERMANENT COUNT STATION	EA	\$ 5,000.00	5	\$ 25,000.00
623.17	RELOCATED SERVICE PEDESTAL	EA	\$ 5,000.00	2	\$ 10,000.00
623.18	4" FIBER OPTIC CONDUIT W/12 STRAND FIBER OPTIC CABLE & #8 CONDUCTOR	LF	\$ 4.00	700	\$ 2,800.00
623.19	SIGN LIGHTING FIXTURE	EA	\$ 5,000.00	8	\$ 40,000.00
623.20	UNDERPASS LIGHTING FIXTURE	LS	\$ 10,000.00	1	\$ 10,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	\$ 300,000.00	1	\$ 300,000.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGNS	DAY	\$ 1,500.00	30	\$ 45,000.00
625.02	ARROW DISPLAY SIGNS	DAY	\$ 1,500.00	30	\$ 45,000.00
627.01	PERMANENT SIGN PANEL (STREETLIGHT MOUNTED))	SF	\$ 25.00	1,000	\$ 25,000.00
627.02	PERMANENT SIGN PANEL (GROUND MOUNTED)	SF	\$ 100.00	800	\$ 80,000.00
627.03	REMOVE /RELOCATE TRAFFIC SIGN	EA	\$ 100.00	150	\$ 15,000.00
627.04	PERMANENT SIGN PANEL (OVERHEAD MOUNTING)	SF	\$ 25.00	42	\$ 1,050.00
628.01	TYPE I FILM (CROSSWALKS, STOP BARS, CHEVRONS, TRANSITIONS, DIAGNOLS)	SF	\$ 10.00	4,000	\$ 40,000.00
628.02	TYPE I FILM (ONLY)	EA	\$ 250.00	150	\$ 37,500.00
628.03	TYPE I FILM (ARROW)	EA	\$ 200.00	200	\$ 40,000.00
628.04	4" TYPE II FILM	LF	\$ 2.50	1,000	\$ 2,500.00
628.05	8" TYPE II FILM	LF	\$ 5.00	1,000	\$ 5,000.00
629.01	VERTICALLY ADJUST WATER VALVE	EA	\$ 450.00	112	\$ 50,400.00
629.02	VERTICALLY ADJUST WATER BLOW-OFF	EA	\$ 1,000.00	4	\$ 4,000.00
629.03	RELOCATE/ADJUST WATER TEST STATION	EA	\$ 1,500.00	10	\$ 15,000.00
629.04	RELOCATE COMB. AIR VALVE	EA	\$ 2,500.00	7	\$ 17,500.00
629.05	UTILITY RELOCATIONS	LS	\$ 300,000.00	1	\$ 300,000.00
629.06	FIRE HYDRANT	EA	\$ 7,000.00	23	\$ 161,000.00
629.07	WATER EXTENSIONS	LS	\$ 100,000.00	1	\$ 100,000.00
629.08	WATER METER	EA	\$ 3,000.00	31	\$ 93,000.00
629.09	WATER METER VAULT	EA	\$ 7,500.00	5	\$ 37,500.00
629.10	DCA/DCA	EA	\$ 5,000.00	3	\$ 15,000.00
630.01	8" SANITARY SEWER MAIN	LF	\$ 65.00	200	\$ 13,000.00
630.02	8" SANITARY SEWER W/ CLSM ENCASMENT	LF	\$ 85.00	235	\$ 19,975.00
630.03	48" SANITARY SEWER TYPE 1A MANHOLE	EA	\$ 4,800.00	1	\$ 4,800.00
630.04	ADJUST SANITARY SEWER MANHOLE	EA	\$ 900.00	48	\$ 43,200.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	\$ 3.00	8,184	\$ 24,552.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	\$ 1.50	20,500	\$ 30,750.00
636.01	NEVADA POWER FACILITIES	LS	\$ 1,700,000.00	1	\$ 1,700,000.00
637.01	DUST CONTROL	LS	\$ 50,000.00	1	\$ 50,000.00
637.02	NDPES DISCHARGE PERMIT	LS	\$ 50,000.00	1	\$ 50,000.00
640.01	CMU BLOCKWALL	LF	\$ 200.00	1,000	\$ 200,000.00
640.02	CMU BLOCKWALL/RETAINING WALL	LF	\$ 450.00	500	\$ 225,000.00
640.03	10' CMU BLOCKWALL AT BONANZA VILLAGE	LF	\$ 500.00	2,845	\$ 1,422,500.00
680.01	72 STRAND FIBER OPTIC CABLE	LF	\$ 4.00	14,900	\$ 59,600.00
PROJECT TOTAL					\$ 23,085,208.00
20% CONTINGENCY					\$ 4,619,041.60
PROJECT TOTAL					\$ 27,704,249.60

ADDITIVE/DEDUCTIVE ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
206.01	STRUCTURE OVER-EXCAVATION/BACKFILL	CY	\$ 20.00	100	\$ 2,000.00
208.01	TRENCH OVER-EXCAVATION & COMPACTED IMPORT AGGREGATE BEDDING	CY	\$ 30.00	200	\$ 6,000.00
208.02	INCREASE IN EARTHWORK QUANTITIES AFTER INITIAL TRENCHING	CY	\$ 20.00	100	\$ 2,000.00
630.08	REMOVAL OF LEACH FIELD	CY	\$ 30.00	300	\$ 9,000.00
630.09	REMOVAL OF SEPTIC TANK	EA	\$ 5,000.00	1	\$ 5,000.00
630.10	PLACEMENT OF GRAVEL IN SEPTIC TANK	CY	\$ 15.00	300	\$ 4,500.00

PROJECT SITE



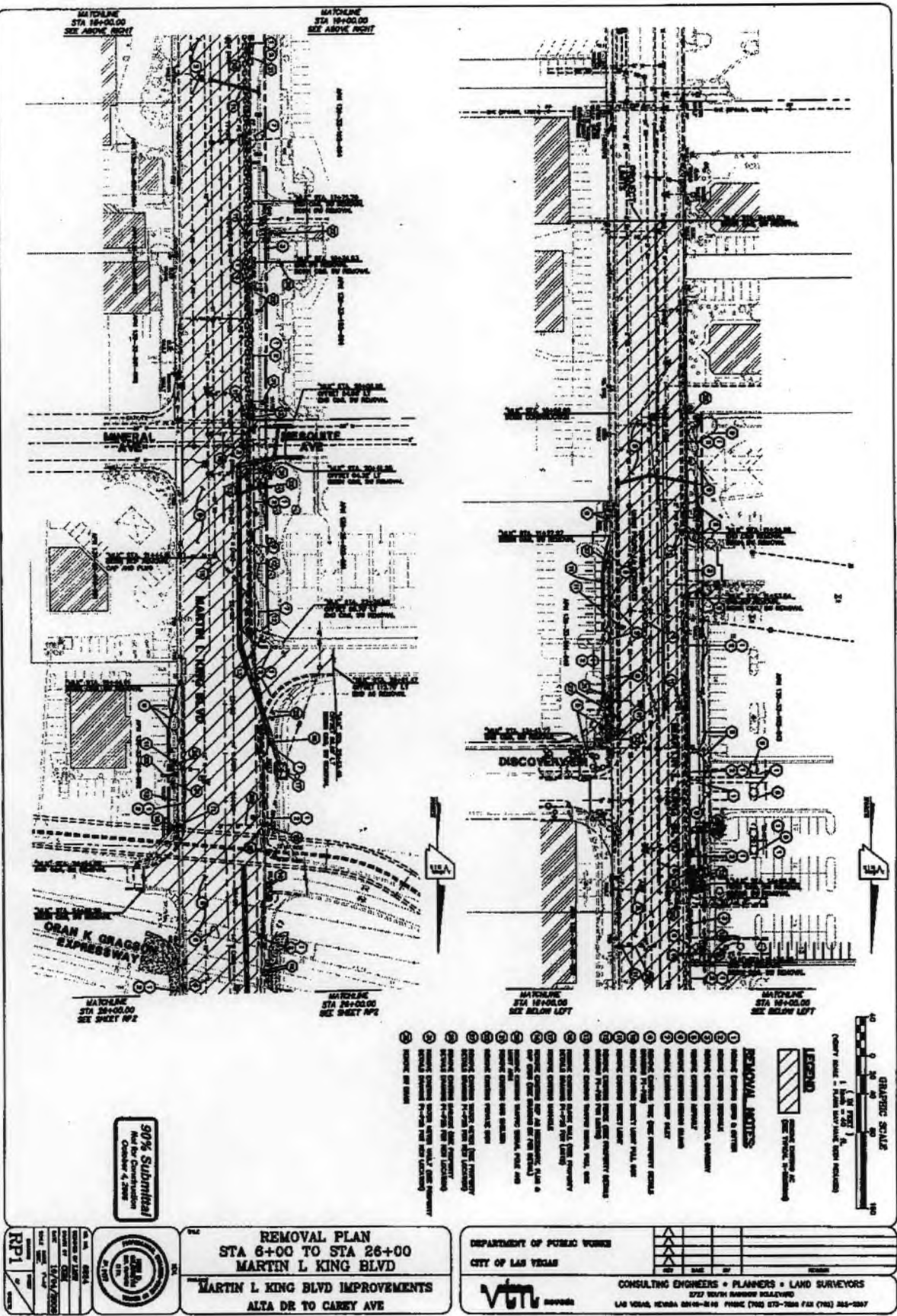
VICINITY MAP

SCALE: N.T.S.

VICINITY MAP
MARTIN LUTHER KING BLVD.

vtn nevada

6224
11/07/2006



90% Submittal
Not for Construction
October 4, 2009

- REMOVAL NOTES**
- 1. REMOVE EXISTING 12' WIDE SIDEWALK
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RP1	REMOVAL PLAN STA 6+00 TO STA 26+00 MARTIN L KING BLVD MARTIN L KING BLVD IMPROVEMENTS ALTA DR TO CAREY AVE	DEPARTMENT OF PUBLIC WORKS CITY OF LAS VEGAS VTU CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS 8727 SOUTH BURNING BAY BLVD LAS VEGAS, NEVADA 89148-1140 PHONE (702) 875-7000 FAX (702) 865-5047
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Name of Project	MLK Palomino Lane to Carey Avenue Question 10					
CLV						
Initial Encumbrance:	07/07/04					
Cash Flow Projection:		Fiscal Year 2006-07				
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction					2,442,000.00	2,442,000.00
Engineering						-
Staking						-
Acquisition	291,782		1,000,000.00	2,000,000.00	2,408,218.00	5,700,000.00
R/W-Other						-
Total:		-	1,000,000.00	2,000,000.00	4,850,218.00	8,142,000.00
Cash Flow Projection		Fiscal Year 2007-08				
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction		13,000,000.00	6,000,000.00	1,800,000.00	1,183,000.00	21,983,000.00
Engineering						-
Staking						-
Acquisition						-
R/W-Other						-
Total:		13,000,000.00	6,000,000.00	1,800,000.00	1,183,000.00	21,983,000.00
				Total construction		24,425,000.00
				Total engineering		-
				R/W Acquisition		5,700,000.00
				R/W Other		-
Total:			-	-	-	30,125,000.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Supplemental No. 2 to Interlocal Contract 496b will extend the date of completion for the Elkhorn Road Overpass at US-95. Construction is complete. Additional time is needed to complete close out of the project. The Regional Transportation Commission approved this contract at their December 14, 2006 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 2 to Interlocal Contract 496b

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization ☒	Transit ☐	Administration and Finance ☐
SUBJECT: ELKHORN ROAD OVERPASS AT US-95		
PETITIONER: CHARLES KAJKOWSKI, DIRECTOR CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR PROJECT 128F, ELKHORN ROAD OVERPASS AT US-95		
GOAL: A: IMPLEMENT TRANSPORTATION SYSTEMS THAT IMPROVE AIR QUALITY IN SOUTHERN NEVADA		

FISCAL IMPACT:

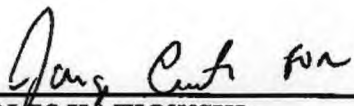
None

BACKGROUND:

The Regional Transportation Commission (RTC) entered into an interlocal contract with the City of Las Vegas on April 8, 2004 and approved a supplemental interlocal contract dated June 10, 2004 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Elkhorn Road Overpass at US-95.

This supplemental interlocal contract will extend the date of completion. Construction is substantially complete. Additional time is needed to complete close out of the project.

Respectfully submitted,



CHARLES KAJKOWSKI,
DIRECTOR OF PUBLIC WORKS

EAC Item #17
Nov. 30, 2006

Consent

Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT**Agenda Item Recommendation (as submitted):**

APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR PROJECT 128F, ELKHORN ROAD OVERPASS AT US-95

Agenda Item Requestor: Las Vegas

Meeting Date: 11/13/2006

Staff

Discussion:

Advisory Action (check one): *Approval ☒ Disapproval ☐ Item Held ☐

***Conditions (if applicable):**

1966

**SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT FOR
ELKHORN ROAD OVERPASS AT US-95**

THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT made and entered into this _____ day of _____, 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, RTC approved an Interlocal Contract on April 8, 2004 and a Supplemental Interlocal Contract dated June 10, 2004 for a project to perform construction inspection and construction of the Elkhorn Road Overpass at US-95; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and construction engineering; and,

WHEREAS, the CITY desires to extend the completion date for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION III - GENERAL, paragraph 7 shall be changed to read as follows:

7. The Project must be completed to the satisfaction of the RTC prior to June 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 repaid.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

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APPROVED AS TO LEGALITY AND FORM:


ZEY KAPLAN, GENERAL COUNSEL

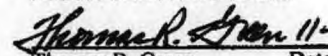
DATE OF COUNCIL ACTION: CITY OF LAS VEGAS

ATTEST:

By: _____
OSCAR B. GOODMAN, MAYOR

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM

 11-28-06
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION: REGIONAL TRANSPORTATION COMMISSION

ATTEST

By: _____
BRUCE L. WOODBURY, CHAIRMAN

TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS**DIRECTOR: CHARLIE KAJKOWSKI**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of a Supplemental to Interlocal Contract 501a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Mountain Edge Parkway Corridor Study - Ward 6 (Ross)

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

This Supplemental to Interlocal Contract 501a will extend the date of completion for the Mountain Edge Environmental and Cultural Resource Study. The City Council approved the original Interlocal Contract at the June 15, 2005 meeting. The Regional Transportation Commission approved this supplemental contract at their December 14, 2006 Board meeting. The original study was completed in August 2005. This supplemental contract will allow for revisions to the environmental assessment and cultural resource study for the north alternative alignment of the Mountain Edge Parkway.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental to Interlocal Contract 501a

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

2727

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization ☒ [X]	Transit ☐ []	Administration and Finance ☐ []
SUBJECT: MOUNTAIN EDGE PARKWAY CORRIDOR STUDY		
PETITIONER: CHARLES KAJKOWSKI, DIRECTOR CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 1 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR PROJECT 124C, MOUNTAIN EDGE PARKWAY CORRIDOR STUDY		
GOAL: A: IMPLEMENT TRANSPORTATION SYSTEMS THAT IMPROVE AIR QUALITY IN SOUTHERN NEVADA		

FISCAL IMPACT:

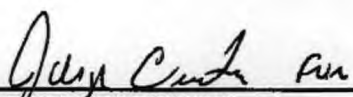
None

BACKGROUND:

The Regional Transportation Commission (RTC) entered into an interlocal contract with the City of Las Vegas on May 19, 2005 for a project to do an environmental assessment and cultural resource survey for the Mountain Edge Parkway Corridor Study.

This supplemental interlocal contract will extend the date of completion.

Respectfully submitted,



CHARLES KAJKOWSKI,
DIRECTOR OF PUBLIC WORKS

EAC Item #15
Nov. 30, 2006

Consent

Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT**Agenda Item Recommendation (as submitted):**

APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 1 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR PROJECT 124C, MOUNTAIN EDGE PARKWAY CORRIDOR STUDY

Agenda Item Requestor: Las Vegas

Meeting Date: 11/13/2006

Staff

Discussion:

Advisory Action (check one): *Approval ☒ Disapproval ☐ Item Held ☐

***Conditions (if applicable):**

**SUPPLEMENTAL TO THE INTERLOCAL CONTRACT FOR
MOUNTAIN EDGE PARKWAY CORRIDOR STUDY**

THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT, made and entered into this 16TH day of January, 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, RTC approved an Interlocal Contract on May 19, 2005 for a project to do an environmental assessment and cultural resource survey for the Mountain Edge Corridor Study.

WHEREAS, the CITY wishes to extend the completion date for the project.

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

SECTION III – GENERAL, paragraph 4 shall be changed to read as follows:

4. The project must be completed to the satisfaction of the RTC prior to July 30, 2007. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated May 19, 2005 shall remain unchanged.

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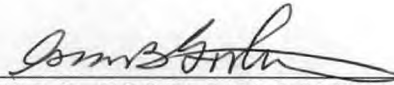
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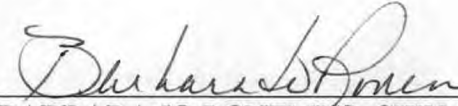

ZEV KAPLAN, GENERAL COUNSEL

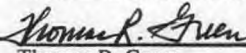
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

12/20/06
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

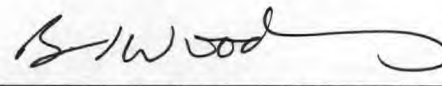

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM
 12/28/06
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

12/14/06
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Supplemental No. 2 to Interlocal Contract 397b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to the Beltway - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Supplemental No. 2 to Interlocal Contract 397b will extend the date of completion for the Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to the Beltway. Construction is complete. Additional time is needed to complete the close out of the project. The Regional Transportation Commission approved this contract at their December 14, 2006 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 2 to Interlocal Contract 397b

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization ☒ [X]	Transit ☐ []	Administration and Finance ☐ []
SUBJECT: ANASAZI/SUMMERLIN INTERCHANGE & OVERPASS, CRESTDALE LANE TO BELTWAY		
PETITIONER: CHARLES KAJKOWSKI, DIRECTOR CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR PROJECT 126A, ANASAZI/SUMMERLIN INTERCHANGE & OVERPASS, CRESTDALE LANE TO BELTWAY		
GOAL: A: IMPLEMENT TRANSPORTATION SYSTEMS THAT IMPROVE AIR QUALITY IN SOUTHERN NEVADA		

FISCAL IMPACT:

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None

BACKGROUND:

The Regional Transportation Commission (RTC) entered into an interlocal contract with the City of Las Vegas on March 14, 2002 and approved a supplemental interlocal contract dated September 14, 2004 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Anasazi/Summerlin Interchange & Overpass, Crestdale Lane to Beltway.

This supplemental interlocal contract will extend the date of completion. Construction is complete. Additional time is needed to complete the close out of the project.

Respectfully submitted,

EAC **Item #16**
Nov. 30, 2006

Consent



CHARLES KAJKOWSKI,
DIRECTOR OF PUBLIC WORKS

Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted): APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR PROJECT 126A, ANASAZI/SUMMERLIN INTERCHANGE & OVERPASS, CRESTDALE LANE TO BELTWAY	
Agenda Item Requestor: Las Vegas	
Meeting Date: 11/13/2006	Staff:
Discussion:	
Advisory Action (check one): *Approval ☒ Disapproval ☐ Item Held ☐	
*Conditions (if applicable):	

**SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT FOR
ANASAZI/SUMMERLIN INTERCHANGE AND OVERPASS, CRESTDALE LANE TO
BELTWAY**

THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT made and entered into this 16th day of January 2008, 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, RTC approved an Interlocal Contract on March 14, 2002 and a Supplemental Interlocal Contract dated September 9, 2004 for a project to design, purchase right-of-way, construction inspection and construct roadway improvements for Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to Beltway; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering, right-of-way other and construction; and

WHEREAS, the CITY desires to extend the completion date for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION III - GENERAL, paragraph 7 shall be changed to read as follows:

7. The Project must be completed to the satisfaction of the RTC prior to March 14, 2008. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

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APPROVED AS TO LEGALITY AND FORM:

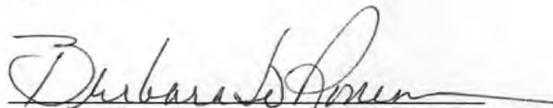

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

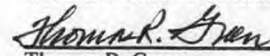
CITY OF LAS VEGAS

12/20/06
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS, CITY CLERK

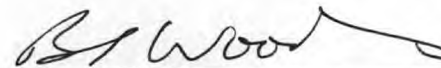
APPROVED AS TO FORM

 12/28/06
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

12/14/06
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Supplemental No. 1 to Interlocal Contract 457a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funds and extend the date of completion for the Bonneville/Clark One-Way Couplet (\$2,272,000 decrease) - Ward 5 (Weekly)

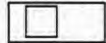
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Supplemental No. 2 to Interlocal Contract 457a will decrease funding to be consistent with the Regional Transportation Commission's Capital Improvement Program and to extend the date of completion for the Bonneville/Clark One-Way Couplet. Additional time is needed to complete right-of-way and alignment issues. The Regional Transportation Commission approved this contract at their December 14, 2006 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 2 to Interlocal Contract 457a

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

**REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA**

AGENDA ITEM

Metropolitan Planning Organization ☒	Transit ☐	Administration and Finance ☐
SUBJECT: BONNEVILLE/CLARK ONE-WAY COUPLET		
PETITIONER: CHARLES KAJKOWSKI, DIRECTOR CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 1 TO THE INTERLOCAL CONTRACT TO DECREASE FUNDS AND EXTEND THE PROJECT COMPLETION DATE FOR PROJECT 143A, BONNEVILLE/CLARK ONE-WAY COUPLET		
GOAL: A: IMPLEMENT TRANSPORTATION SYSTEMS THAT IMPROVE AIR QUALITY IN SOUTHERN NEVADA		

FISCAL IMPACT:

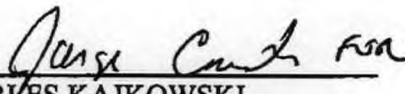
\$15,300,000 Previous Contract
~~\$(2,272,000)~~ Supplemental Interlocal Contract
 \$13,028,000 Total Funded by Highway Improvement Acquisition fund

BACKGROUND:

The Regional Transportation Commission (RTC) previously approved funding for the engineering and right-of-way other for the subject project.

This supplemental interlocal contract will decrease funding to be consistent with the current RTC's Capital Improvements Program.

Respectfully submitted,


 CHARLES KAJKOWSKI,
 DIRECTOR OF PUBLIC WORKS

EAC **Item #18**
Nov. 30, 2006

Consent

Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT**Agenda Item Recommendation (as submitted):**

APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 1 TO THE INTERLOCAL CONTRACT TO DECREASE FUNDS AND EXTEND THE PROJECT COMPLETION DATE FOR PROJECT 143A, BONNEVILLE/CLARK ONE-WAY COUPLET

Agenda Item Requestor: Las Vegas

Meeting Date: 11/13/2006

Staff

Discussion:

Advisory Action (check one): *Approval ☒ Disapproval ☐ Item Held ☐

***Conditions (if applicable):**

SUPPLEMENTAL NO. 1 TO THE INTERLOCAL CONTRACT FOR**BONNEVILLE/CLARK ONE-WAY COUPLET**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 16th day of January, 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, RTC approved an Interlocal Contract on November 13, 2003 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Bonneville/Clark One-Way Couplet located wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the City desires to decrease funds and extend the date of completion for the Project.

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

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

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

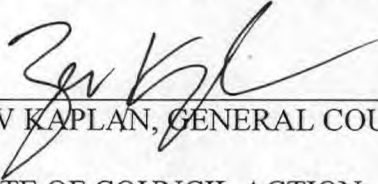
1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$13,028,000 which includes all of the above.
2. Cost to construct curbs, gutters, sidewalks, pavement, and streetlights adjacent to non-assessable and government owned parcels upon approval of 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 paragraph 7 shall be revised to read as follows:

1. The project must be completed to the satisfaction of the RTC prior to December 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.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

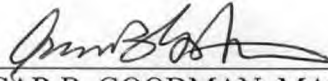
APPROVED AS TO LEGALITY AND FORM:

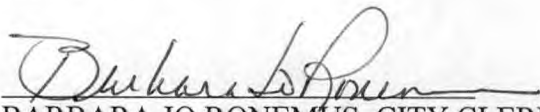

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

12/20/06
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

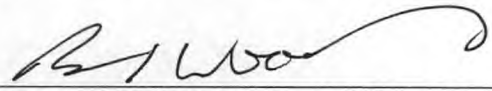

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM
 12/28/06
Thomas R. Green Date
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

12/14/06
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of First Supplemental Interlocal Contract LAS24B06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the date of completion for the Gowan North Channel, El Capitan Way to the Beltway - County (near Ward 4 - Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract LAS24B06 will extend the date of completion for the Gowan North Channel, El Capitan Way to the Beltway. This extension is necessary due to the time needed to incorporate the addition of the Craig Road drainage and sanitation improvements into the design of the project. The Clark County Regional Flood Control District approved this contract at the December 14, 2006 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS24B06

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

SUBJECT:

GOWAN NORTH CHANNEL, EL CAPITAN WAY TO THE BELTWAY

PETITIONER:

CITY OF LAS VEGAS

RECOMMENDATION OF PETITIONER:

IT IS RECOMMENDED THAT THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT APPROVE THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT FOR CONSTRUCTION OF THE GOWAN NORTH CHANNEL, EL CAPITAN WAY TO THE BELTWAY (LAS24B06)

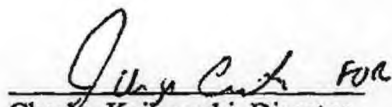
FISCAL IMPACT:

None

BACKGROUND:

On January 12, 2006 the District approved an Interlocal Contract for construction management and construction associated with Gowan North Channel, El Capitan Way to the Beltway (GONO 0234 and GOBW 0000). This First Supplemental Interlocal Contract will extend the award of bid date to January 19, 2007, and the date of completion to December 30, 2008. This extension is necessary due to the time needed to incorporate the addition of the Craig Road facility and sanitation improvements into the design. This project is further identified and shown on the attached Exhibit "A".

Respectfully submitted,


Charles Kajkowski, Director
Department of Public Works

TAC AGENDA ITEM # 10a Date: 11/30/06	RFCD AGENDA ITEM # Date: 12/14/06
CAC AGENDA ITEM # 10a Date: 12/04/06	

Regional Flood Control District
AGENDA ITEM DEVELOPMENT

Staff Discussion:	Date: 11/13/06
GOWAN NORTH CHANNEL, EL CAPITAN WAY TO THE WESTERN BELTWAY FIRST SUPPLEMENTAL INTERLOCAL CONTRACT – LAS24B06	
The City of Las Vegas has submitted a request to approve the first supplemental interlocal contract to extend the award of bid date from April 19, 2006 to January 19, 2007 and extend the project completion date from December 30, 2006 to December 30, 2008 for the Gowan North Channel, El Capitan Way to the Western Beltway project. The extension is necessary due to the time needed to incorporate the addition of the Craig Road facility and sanitation improvements into the design. The District Attorney has reviewed the contract.	
Staff Recommendation:	
Approve.	
Discussion by Technical Advisory Committee:	AGENDA #10a Date: 11/30/06
Recommendation:	
Discussion by Citizens Advisory Committee:	AGENDA #10a Date: 12/04/06
Recommendation:	

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN NORTH CHANNEL, EL CAPITAN WAY TO THE BELTWAY

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of December, 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 GONO 0234 and GOBW 0000 hereinafter referred to as PROJECT; and

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

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

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

WHEREAS, an Interlocal Contract for the construction management and construction for the Gowan North Channel, El Capitan Way to the Beltway was entered into between the DISTRICT and the CITY on January 12, 2006; and

WHEREAS, the CITY wishes to extend the award of bid date and the date of completion.

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

SECTION III – GENERAL paragraph 2, 10, and 15 shall be revised to read as follows:

- 2 The CITY will use its best efforts to award the bid for this PROJECT by January 19, 2007. 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.

10. The DISTRICT will pay 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. Predesign 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.

- 15 The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 30, 2008. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the interlocal contract dated January 12, 2006 shall remain unchanged.

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IN WITNESS WHEREOF, this First Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

December 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:

Chris Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

12/20/06

ATTEST:

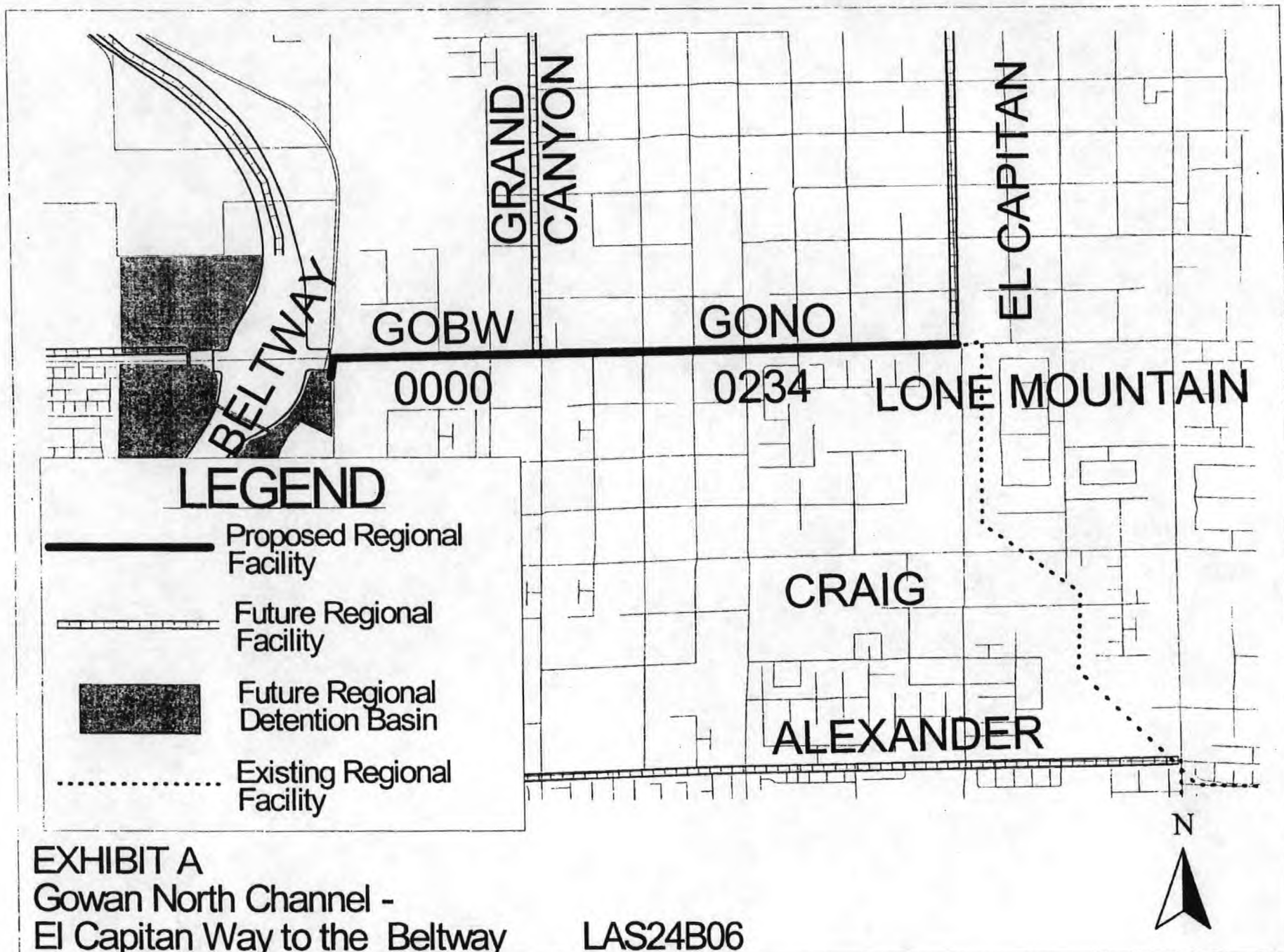
Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

BY:

Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM

Thomas R. Green 12/28/06
Thomas R. Green Date
Deputy City Attorney



Clark County Regional Flood Control District Cash Flow Projection

Today's Date: 11/1/2006

Project Number: LAS.24.B.06

Project Name: Gowan North Channel, El Capitan Way to the Beltway

Project Type: Storm Drain

ILC Amount: \$ 8,946,250

Milestone	Construction Schedule		
	Estimate	Revised	Actual
Award of Bid	1/19/2007		
N-T-P	2/8/2007		
CONS Start	3/15/2007		
CONS Complete	9/30/2007		
Project Duration	8 months		

Billing Month	Original Estimate		Actual Drawdowns		Variance		Revised Estimate	
	\$	%	\$	%	\$	%	\$	%
Mar-07	500,000	6%						
Apr-07	1,000,000	11%						
May-07	1,000,000	11%						
Jun-07	1,000,000	11%						
Jul-07	1,500,000	17%						
Aug-07	1,696,250	19%						
Sep-07	2,000,000	22%						
Oct-06	250,000	3%						
Total	\$ 8,946,250	100%						

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Third Supplemental Interlocal Contract LAS16E04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCFCD) to increase funding for design of the Rancho Detention Basin, Phase II, located at Buffalo Drive and Tropical Parkway (\$50,000 - CCRFCFCD) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

Amount: \$50,000

Funding Source: CCRFCFCD

PURPOSE/BACKGROUND:

Third Supplemental Interlocal Contract LAS16E04 will increase funding for design and extend the date of completion for the Rancho Detention Basin, Phase II. This funding increase is necessary for internal review and preparation for bidding. The Clark County Regional Flood Control District approved this contract at the December 14, 2006 Board meeting. Total cost of the contract shall not exceed \$420,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract LAS16E04

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

CLARK COUNTY
REGIONAL FLOOD CONTROL DISTRICT

AGENDA ITEM

SUBJECT: RANCHO DETENTION BASIN, PHASE II
PETITIONER: CITY OF LAS VEGAS
RECOMMENDATION OF PETITIONER: IT IS RECOMMENDED THAT THE CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT APPROVE THE THIRD SUPPLEMENTAL INTERLOCAL CONTRACT FOR DESIGN OF RANCHO DETENTION BASIN, PHASE II (LAS.16.E.04)

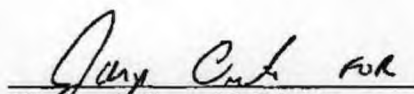
FISCAL IMPACT:

	<u>Current</u>	<u>Proposed</u>	<u>Fiscal Impact</u>
Engineering Design	\$370,000	\$420,000	\$50,000

BACKGROUND:

On July 8, 2004 the District approved an Interlocal Contract for design associated with the Rancho Detention Basin, Phase II (RCHO 0062). The First Supplemental Interlocal Contract dated December 9, 2004 increased funding for Engineering Design and the Second Supplemental Interlocal Contract dated May 18, 2006 extended the date of completion. This increase is necessary for internal review and preparation for bidding process. The improvements shall be funded through District funds as herein described. This project is further identified and shown on the attached Exhibit "A".

Respectfully submitted,


Charles Kajkowski, Director
Department of Public Works

TAC AGENDA ITEM # 14b Date: 11/30/06	RFCD AGENDA ITEM # Date: 12/14/06
CAC AGENDA ITEM # 14b Date: 12/04/06	

Regional Flood Control District
AGENDA ITEM DEVELOPMENT

Staff Discussion:

Date: 11/13/06

**RANCHO DETENTION BASIN, PHASE II
THIRD SUPPLEMENTAL INTERLOCAL CONTRACT – LAS16E04**

The City of Las Vegas has submitted a request to approve the third supplemental interlocal contract to increase funding in the amount of \$50,000 for the Rancho Detention Basin, Phase II project.

The increase is necessary for internal review and preparation for bidding process. District funding will be provided as follows:

	Current Funding	Increase/Decrease	Proposed Funding
Design Engineering	\$370,000	\$50,000	\$420,000
Total ILC Value	\$370,000	\$50,000	\$420,000

The District Attorney has reviewed the contract.

Staff Recommendation:

Approve subject to approval of the Ten Year Construction Program Amendment on this agenda.

Discussion by Technical Advisory Committee:

AGENDA
#14b Date: 11/30/06

Recommendation:

Discussion by Citizens Advisory Committee:

AGENDA
#14b Date: 12/04/06

Recommendation:

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

RANCHO DETENTION BASIN, PHASE II

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of December, 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 generally identified in the 2002 Master Plan, Structure No. RCHO 0062 hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, an Interlocal Contract dated July 8, 2004 and Supplemental Interlocal Contracts dated December 9, 2004 and May 18, 2006 for the engineering design for Rancho Detention Basin Phase II were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to increase funding for engineering design; and

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

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

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

1. The engineering and design shall not exceed \$420,000.
2. The total cost of the contract shall not exceed \$420,000 which includes all of the items described in paragraph one above.

3. 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.
4. 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, paragraph 10 shall be revised to read as follows:

10. The DISTRICT will pay 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. Predesign 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.

All other sections of the interlocal contracts dated July 8, 2004, December 9, 2004 and May 18, 2006 shall remain unchanged.

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IN WITNESS WHEREOF, this Third Supplemental Interlocal contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

December 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

12/20/06
ATTEST:

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

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Thomas R. Green 12/28/06
Thomas R. Green Date
Deputy City Attorney



Exhibit A
Rancho Detention Basin Phase II
RCHO 0062

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of Northeast Quarter of Section 19, Township 19 South, Range 60 East, Mount Diablo Meridian, for road and drainage purposes generally located on the south side of Wittig Avenue alignment west of Fort Apache Road, APN 125-19-501-015 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-92-2006 - Approval of a Resolution Disposing of the Protests made at the hearing on the Provisional Order for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)

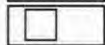
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The District is being formed to provide annual funding for the general maintenance of the Fremont Street Pedestrian Improvements. The property owners will be billed in four (4) quarterly installments each year for the actual cost of maintenance based on contractor bids. The cost of the initial SID is estimated to be \$245,052.00. The maintenance of the pedestrian improvement project is funded 100% by the property owners through this SID.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-92-2006

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Summary - a resolution disposing of protests made against the City of Las Vegas, Nevada, Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street).

RESOLUTION NO. R-92-2006
(of the City of Las Vegas, Nevada)

A RESOLUTION DISPOSING OF THE PROTESTS MADE AT THE HEARING ON THE PROVISIONAL ORDER FOR THE CITY OF LAS VEGAS, NEVADA, IMPROVEMENT DISTRICT NO. 1516 - FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City"), pursuant to a resolution previously adopted and cited by the short title "Improvement District No. 1516 Provisional Order Resolution," provisionally ordered a Commercial Area Vitalization Project, as defined in Nevada Revised Statutes 271.063 (the "Project") within the City of Las Vegas, Nevada, Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"); and

WHEREAS, pursuant to the Improvement District No. 1516 Provisional Order Resolution, the City Clerk of the City gave notice of the time and place of hearing thereon, in the manner specified by law; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed, any tenants who reside or own businesses located within the District and interested persons so desiring were permitted to file a written complaint, protest or objection or to appear before the Council on Wednesday, December 6, 2006, and be heard as to the propriety and advisability of acquiring the Project provisionally ordered, as to the cost thereof and manner of payment therefor, and as to the amount thereof to be assessed against the property for the Project; and

WHEREAS, the Council has now considered each and every written protest and objection and all oral complaints, protests and objections made at the hearing, and the Council finds that each and every written or oral protest or objection is without sufficient merit and is overruled and denied.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAS VEGAS, IN THE STATE OF NEVADA:

Section 1. This resolution shall be known as, and may be cited by, the short title "Improvement District 1516 Protest Disposal Resolution" (the "Resolution").

Section 2. The Council determines that each and every complaint, protest and objection filed or otherwise made (representing less than one third (1/3) of the area to be assessed in the District) is without sufficient merit, and that the same is overruled and finally passed on by the Council.

Section 3. The Council has determined, and does determine, that it is advisable to acquire the Project as described in the Improvement District No. 1516 Provisional Order Resolution.

Section 4. Any person who filed, and did not withdraw a written complaint, protest or objection, shall have the right, within 30 days from the effective date of this Resolution to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination, but thereafter all actions or suits attacking the validity of the proceedings and the amounts of benefits shall be perpetually barred.

Section 5. The Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "Engineer") is requested and directed to prepare, in the manner required by law, and to present to the Council:

- (a) A revised and detailed estimate of the total cost of the District, including each of the incidental costs, if necessary;
- (b) Full and detailed final plans and specifications for the Project, if necessary;
- (c) A revised map and a revised assessment plat, if necessary; and
- (d) A revised and supplemental "Report to the City Council on Benefits," if necessary.

Section 6. The Council has also determined and does declare as follows:

- (a) The public convenience and necessity require the creation of the District and the construction of the Project.
- (b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is to be made.

Section 7. All action, proceedings, matters and things previously taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the District including, but not limited to, the giving of the mailed, posted, and published notice of the hearing be, and the same are, ratified, approved and confirmed.

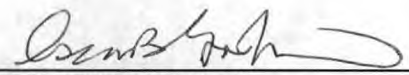
Section 8. The officers of the City are directed to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict with this Resolution are repealed to the extent of such inconsistency.

Section 10. The invalidity of any provision of this Resolution shall not affect any remaining provisions hereof.

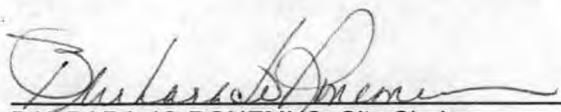
Section 11. The Council has determined, and does declare, that this Resolution shall be in effect after its passage in accordance with law.

PASSED, ADOPTED AND APPROVED this 20th day of December, 2006.



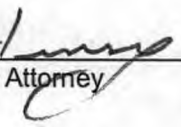
OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to Form:

7 DEC 06 W Z 

Date Deputy City Attorney

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

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

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

Those Voting Aye:	Oscar B. Goodman Gary Reese Larry Brown Lawrence Weekly Steve Wolfson Lois Tarkanian Steven D. Ross
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Those Voting Nay:	None
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Those Absent:	None
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3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

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

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

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

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

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

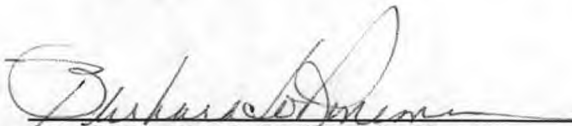
5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain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

6. A copy of the notice of the meeting was posted in the City's website no later than 9:00 a.m. on the third working day before the meeting.

7. A copy of such notice so given of the meeting of the City Council on December 20, 2006, is attached to this certificate as Exhibit "A."

IN WITNESS WHEREOF, I have hereunto set my hand on this December 20, 2006.

(SEAL)



BARBARA JO RONEMUS, City Clerk

(EXHIBIT A)

(Attach copy of posted agenda)

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.

December 20, 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 – RABBI MEL HECHT, TEMPLE BETH AM
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE EMPLOYEE OF THE MONTH
7. RECOGNITION OF THE INTERNATIONAL TEACHERS OF THE YEAR, MARC HECHTER AND JUDY GREEN
8. RECOGNITION OF LOCAL UNIONS FOR COMMUNITY SERVICE

BUSINESS ITEMS - MORNING

9. 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
10. Approval of the Final Minutes by reference of the regular City Council meeting of November 1, 2006
11. Discussion and possible action to appoint a Municipal Court Judge, Department 6 (\$136,560 - General Fund)

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

FIELD OPERATIONS - CONSENT

12. Approval of an Easements and Rights-of-Way from the City of Las Vegas to the Las Vegas Valley Water District to cancel and supersede the Easements and Rights-of-Way previously on record for a fire hydrant easement to service APN 139-36-402-011 located at 2824 East Charleston Boulevard (Traffic Signal Repair Shop) - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

13. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
14. Approval of a report by the City Treasurer of the December 5, 2006 sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and multiple other districts - Wards 3 and 6 (Reese and Ross)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

15. Approval of a Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Cabana Food Market Incorporated, dba Cabana Food Market, 3965 East Owens Avenue, Suite 110, Souhail B. Faranesh, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
16. Approval of Temporary Change of Ownership for a Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, From: Landry's Seafood House-Nevada, Inc., dba Joe's Crab Shack, To: Crab Addison, Inc., dba Joe's Crab Shack, 1991 North Rainbow Boulevard, Tilman J. Fertitta, Pres and Steven L. Scheinthal, Dir, Secy - Ward 5 (Weekly)
17. Approval of a new Slot Operator Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at City Stop V, 1200 North Town Center Drive - Ward 2 (Wolfson)
18. Approval of a new Slot Operator Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, E-T-T, Inc., db at City Stop VI, 3250 North Durango Drive - Ward 4 (Brown)
19. Approval of Change of Ownership for a Burglar Alarm Service License, From: Network Multi-Family Security Corporation, To: Protection One Alarm Monitoring, Inc., dba Network Multi-Family Security Corporation, 353 Pilot Road, Suite B, Darius G. Nevin, Executive VP, CFO and Eric A. Devin, VP, Treas, Controller, Asst. Secy - County
20. Approval of Change of Location for a Locksmith License, Mega Locksmith, dba Mega Locksmith, From: 2800 West Sahara Avenue, Suite K1, To: 3720 West Tropicana Avenue, #13, Meir B. Hashalom, Dir, Pres, Secy, Treas, 100% - County

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

21. Approval of Agreement No. 070070, Engineering Design Services Agreement for Water Pollution Control Facility Filtration Facility Modifications located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. (\$586,035 - Sanitation Enterprise Fund) - Clark County
22. Approval of award of Bid No. 06.1730.12-LED, Las Vegas Wash/Sandhill Rehabilitation and Nellis Blvd Relief Sewer and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$3,878,495.50 - Enterprise Sanitation Fund) - Ward 3 (Reese)
23. Approval of revision to Purchase Order No. 219386 for Installation, Maintenance and Support of Access Control System Hardware and Software - Department of Detention and Enforcement - Award recommended to: DIEBOLD, INC. (\$377,440 - Various Funds)
24. Approval of withdrawal and award of Bid No. 06.1730.15-LED, St. Louis Beautification, Paradise to Maryland Parkway and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$2,021,000 - CLV Capital Projects Fund and Street Rehabilitation Fund) - Ward 3 (Reese)

HUMAN RESOURCES - CONSENT

25. Approval to renew the contract with AIG for stop-loss insurance (\$384,021 - Self-Insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

26. Approval of a Deferred Loan Agreement to expend \$100,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 17 Harvard Street, Annette Rocco, owner - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

27. Approval of an Encroachment Request from Alpha Engineering on behalf of Buyers Only Real Estate Agency, LLC, owner (northeast corner of Bonneville Avenue and 3rd Street) - Ward 3 (Reese)
28. Approval of an Encroachment Request from P.R. Engineering on behalf of Las Vegas Protective Association Metro, owner (northwest corner of Stewart Avenue and 7th Street) - Ward 5 (Weekly)
29. Approval of an Encroachment Request from Raghid B. Koss, owner (northeast corner of Vegas Drive and Jones Boulevard) - Ward 5 (Weekly)
30. Approval of Supplemental No. 4 to Interlocal Contract 435d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way, encumber construction funding and extend the date of completion for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$3,615,000 - RTC) - Ward 5 (Weekly)
31. Approval of Supplemental No. 2 to Interlocal Contract 475b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding for right-of-way and encumber construction funding for Martin L. King Boulevard, Palomino Lane to Carey Avenue (\$25,625,000 - RTC) - Ward 5 (Weekly)
32. Approval of Supplemental No. 2 to Interlocal Contract 496b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Elkhorn Road Overpass at US-95 - Ward 6 (Ross)
33. Approval of a Supplemental to Interlocal Contract 501a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Mountain Edge Parkway Corridor Study - Ward 6 (Ross)

34. Approval of Supplemental No. 2 to Interlocal Contract 397b between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to the Beltway - Wards 2 and 4 (Wolfson and Brown)
35. Approval of Supplemental No. 1 to Interlocal Contract 457a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funds and extend the date of completion for the Bonneville/Clark One-Way Couplet (\$2,272,000 decrease) - Ward 5 (Weekly)
36. Approval of First Supplemental Interlocal Contract LAS24B06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the date of completion for the Gowan North Channel, El Capitan Way to the Beltway - County (near Ward 4 - Brown)
37. Approval of Third Supplemental Interlocal Contract LAS16E04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding for design of the Rancho Detention Basin, Phase II, located at Buffalo Drive and Tropical Parkway (\$50,000 - CCRFCD) - Ward 6 (Ross)
38. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of Northeast Quarter of Section 19, Township 19 South, Range 60 East, Mount Diablo Meridian, for road and drainage purposes generally located on the south side of Wittig Avenue alignment west of Fort Apache Road, APN 125-19-501-015 - Ward 6 (Ross)

RESOLUTIONS - CONSENT

39. R-92-2006 - Approval of a Resolution Disposing of the Protests made at the hearing on the Provisional Order for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)
40. R-93-2006 - Approval of a Resolution to renew participation as a member of the Cooperative Personnel Services (CPS) Board and continued support of F. Claudette Enus, Director of Human Resources, as the City of Las Vegas representative thereto

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

41. Report from the City Manager on Emerging Issues
42. Discussion and possible action regarding the City's role and involvement in the 2007 Dr. Martin Luther King Day Parade (\$16,474.95 - Special Revenue Fund) - All Wards
43. Discussion and possible action regarding the First Amendment to Disposition and Development Agreement between the City of Las Vegas, Nevada and City Parkway V, Inc., and Keep Memory Alive, located at the northeastern corner of Bonneville Avenue and Grand Central Parkway, a portion of APN 139-34-110-003 - Ward 5 (Weekly)
44. Report and possible action on the recent Clean Air Act amendment to the Nevada Revised Statutes and subsequent challenge to its constitutionality filed in District Court by several local business owners - All Wards

BUSINESS DEVELOPMENT - DISCUSSION

45. Report and possible action regarding the status of the Exclusive Negotiation Agreement with DLC UrbanCore, LLC, and efforts by the City of Las Vegas to attract a full service grocer to West Las Vegas - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

46. Discussion and possible action to retain the consulting services of Williams Aviation to assist the City of Las Vegas in an appeal of the FAA record of decision regarding the proposed right turn at McCarran International Airport (\$100,000)
47. Discussion and possible action to retain legal services of Chevalier, Allen and Lichman to represent the City of Las Vegas in an appeal of the FAA record of decision regarding the proposed right turn at McCarran International Airport (\$300,000)

48. Discussion and possible action on Appeal of Work Card Denial: Approved December 21, 2005 subject to one year review: Gail Daywebb, 5059 Groveland Avenue, Las Vegas, Nevada 89141
49. Discussion and possible action on Appeal of Work Card Denial: Approved December 21, 2005 subject to one year review: Sharon Miche Moore, 3425 Wright Avenue, North Las Vegas, Nevada 89030
50. Discussion and possible action regarding a four month moratorium on the acceptance of any and all new applications for Special Use Permits (SUP) for Off-Premise Outdoor Advertising (Billboard) signs - All Wards

CITY CLERK - DISCUSSION

51. Discussion and possible action regarding the Proclamation and Order declaring the 2007 City of Las Vegas Municipal Election - All Wards
52. Report on the selection of permanent and temporary polling locations for Early Voting during the 2007 City of Las Vegas Municipal Election - All Wards

FIELD OPERATIONS - DISCUSSION

53. Discussion and possible action regarding a Third Amendment to Restated Management Agreement between the City of Las Vegas and Angel Park Golf, LLC, at Angel Park Golf Course, 100 South Rampart Boulevard - Ward 2 (Wolfson)
54. Discussion and possible action regarding the Angel Park Capital Improvement Agreement between the City of Las Vegas, Angel Park Golf, LLC and Great Wash Park, LLC, at Angel Park Golf Course, 100 South Rampart Boulevard (\$69,040 - Angel Park Land License Fees) - Ward 2 (Wolfson)
55. Discussion and possible action regarding a Reciprocal Right-of-Way Agreement between the City of Las Vegas and Great Wash Park, LLC at Angel Park Golf Course, 100 South Rampart Boulevard - Ward 2 (Wolfson)

FINANCE & BUSINESS SERVICES - ADMINISTRATION DISCUSSION

56. Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2006

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

57. Discussion and possible action regarding a Six Month Review of Package License, Thrower & Thrower, dba Decatur Package Liquor, 2187 North Decatur Boulevard, Suite 140, Herman Thrower Jr., 50% jointly with spouse and Charlene S. Thrower, 50%, jointly with spouse - Ward 5 (Weekly)
58. Discussion and possible action regarding a new Temporary Liquor Caterer License, Lynn Barbarite, dba Events Catering, 8170 West Sahara Avenue, Suite 103, Lynn M. Barbarite - Ward 2 (Wolfson)
59. Discussion and possible action regarding Temporary Approval of a Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, CN Kashat, Inc., dba Super Mart, 6595 Smoke Ranch Road, Suite 140, Emad M. Kashat (NOTE: Item to be heard in the afternoon session in conjunction with Item 129 - SUP-17308) - Ward 5 (Weekly)
60. Discussion and possible action regarding Temporary Approval of a new Burglar Alarm Service License subject to the provisions of the planning and fire codes, All Tint & Protection, LLC, dba All Protection Services, 1122 South Rainbow Boulevard, Sydney M. Ginsberg, Mmbr, 66.7% and Nicholas L. Teta, Mmbr, 33.3% - Ward 1 (Tarkanian)
61. Discussion and possible action regarding a Temporary Transfer of Interest and Approval of Officers for a Martial Arts Instruction Business License, From: American Taekwondo Federation, LLC, To: American Taekwondo Federation, LLC, dba

ATF Black Belt Academy, 3211 North Tenaya Way, Suite 105, Allan S. Melatti, Mngr, 50% and Ursula S. Melatti, Mngr, 50% - Ward 4 (Brown)

62. Discussion and possible action regarding a new Psychic Arts and Science License subject to the provisions of the planning and fire codes, Lorraine Marks, dba Ms. Laurie, 425 Fremont Street, Lorraine Marks, 100% - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

63. Report by Theodore Roosevelt Institute on the Southern Nevada Regional Economic Study - All Wards

RESOLUTIONS - DISCUSSION

64. R-94-2006 – Discussion and possible action regarding a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) (\$1,970,000.00 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
65. R-95-2006 – Discussion and possible action regarding a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) (\$1,970,000.00 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
66. R-96-2006 - 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 (RDA) and Las Vegas Group, LLC, d/b/a Western Exterminator Company, Inc., located at 108 West Wyoming Avenue (APN 162-04-608-009) 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-10-2006) and 5]
67. R-97-2006 - 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 Granite Properties II, LLC, located at 20 and 22 Fremont Street (APN 139-34-111-030 and 029) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 5 (Weekly) [NOTE: This item is related to RDA Items 6 (RA-11-2006) and 7]
68. R-98-2006 - Discussion and possible action regarding a Resolution and Notice regarding the granting of a non-exclusive electric service franchise to Nevada Power Company, Inc., setting the purpose, character, term, time and conditions of the proposed franchise and setting a public hearing on the advisability of granting the proposed franchise - All Wards

BOARDS & COMMISSIONS - DISCUSSION

69. PARK & RECREATION ADVISORY COMMISSION – Letia (Lee) Heenan, Term Expiration 1-7-2007
70. REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Harry Furey, Term Expires 1-04-2007; Mel Irwin, Term Expires 1-04-2007
71. ABEYANCE ITEM - Discussion and possible action to appoint one member and one alternate to the Regional Flood Control District Storm Water Permit Coordinating Committee

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

72. Bill No. 2006-65 – Updates the description of the City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise. Proposed by: Barbara Jo Ronemus, City Clerk

73. Bill No. 2006-66 - Ordinance Creating Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement
74. Bill No. 2006-69 - Updates the remedies and procedures for abating public nuisances and chronic nuisances, and adds licensing provisions to facilitate the prevention and abatement of such nuisances. Sponsored by: Councilwoman Lois Tarkanian and Mayor Oscar B. Goodman

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.

75. Bill No. 2006-67 - Adopts an updated version of the Las Vegas Downtown Centennial Plan, together with related development standards. Sponsored by: Councilman Gary Reese
76. Bill No. 2006-68 - Adopts the Union Park Design Standards and integrates them into other provisions that pertain to the Downtown Overlay District. Sponsored by: Mayor Oscar B. Goodman

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

77. Bill No. 2006-70 - Amends the legal description and map describing and depicting the boundaries of the Pedestrian Mall to reflect certain street vacation actions. Proposed by: Bradford R. Jerbic, City Attorney
78. Bill No. 2006-71 - Adopts provisions regarding the use of public streets for motorized racing events. Sponsored by: Councilman Gary Reese and Councilman Lawrence Weekly
79. Bill No. 2006-72 - Adopts the 2005 Edition of the National Electrical Code, together with amendments and supplementary material. Proposed by: Paul K. Wilkins, Director of Building and Safety
80. Bill No. 2006-73 - Adopts the 2006 Edition of the Southern Nevada Pool Code. Proposed by: Paul K. Wilkins, Director of Building and Safety
81. Bill No. 2006-74 - Adopts the 2006 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. Proposed by: Paul K. Wilkins, Director of Building and Safety
82. Bill No. 2006-75 - Adopts the 2006 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. Proposed by: Paul K. Wilkins, Director of Building and Safety
83. Bill No. 2006-76 - Adopts the 2006 Edition of the International Energy Conservation Code, along with amendments thereto. Proposed by: Paul K. Wilkins, Director of Building and Safety

84. Bill No. 2006-77 – Adopts the 2006 Editions of the International Building Code and the International Residential Code, together with amendments thereto. Proposed by: Paul K. Wilkins, Director of Building and Safety
85. Bill No. 2006-78 – Updates the City's Administrative Code, relating to the administration of the various building and technical codes. Proposed by: Paul K. Wilkins, Director of Building and Safety
86. Bill No. 2006-79 – Allows small wind energy systems as a conditional use in the R-A, R-E and R-D Zoning Districts. Sponsored by: Councilman Steven D. Ross
87. Bill No. 2006-80 - Ordinance Creating Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement
88. Bill No. 2006-81 - Grants to Nevada Power Company, a Nevada Corporation, a non-exclusive franchise to install, operate and maintain an electrical distribution system to provide electrical service to consumers within the City subject to and in accordance with the terms and conditions of the Franchise Agreement between the City and Nevada Power Company. Proposed by: Mark R. Vincent, Director of Finance and Business Services

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

89. 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

90. Public hearing on annexation report for the proposed annexation area generally located on the north and south sides of Clark County Highway 215, between Shaumber Road and Fort Apache Road (ANX-12215) - Ward 6 (Ross)
91. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 6600 Lemitar Drive. PROPERTY OWNER: STEVEN D & STEVEN YOUNG (\$6,575.63 – General Fund) - Ward 5 (Weekly)
92. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building located at 886 Miller Avenue. PROPERTY OWNER: WALTER & LIZZIE THOMAS (\$4,973 – General Fund) - Ward 5 (Weekly)
93. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5433 Flora Spray Street. PROPERTY OWNER: GREG E. VINCENT (\$11,725 – General Fund) - Ward 6 (Ross)
94. Public hearing on local improvement district for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (\$623,643.30 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
95. Public hearing on local improvement district for Special Improvement District No. 1505 - Sierra Oeste Neighborhood Streetlights (\$62,576.19 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE

REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION

PLANNING & DEVELOPMENT - CONSENT

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

96. EOT-18040 - APPLICANT/OWNER: NEVADA H.A.N.D., INC. - Request for an Extension of Time of an approved Rezoning (ZON-5176) FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO R-5 (APARTMENT) on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 139-35-211-087, 088, 089, 090 and 091), Ward 5 (Weekly). Staff recommends APPROVAL
97. EOT-18039 - APPLICANT/OWNER: NEVADA H.A.N.D., INC. - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5177) THAT ALLOWED A 5 STORY, 60 UNIT, MULTI-FAMILY DEVELOPMENT on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 139-35-211-087, 088, 089, 090 and 091), R-3 (Medium Density Residential) under Resolution of Intent to R-5 (Apartment) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
98. EOT-17696 - APPLICANT/OWNER: RICHMOND AMERICAN HOMES HOMES OF NEVADA, INC - Request for an Extension of Time of an approved Rezoning (ZON-5174) FROM: U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 10.65 acres adjacent to the southwest corner of El Campo Grande Avenue and Mustang Road (APN 125-26-801-012 and 125-26-802-014), Ward 6 (Ross). Staff recommends APPROVAL
99. EOT-17977 - APPLICANT: VALENTE DEVELOPMENT, INC - OWNER: SLV INVESTMENTS, LLC - Request for an Extension of Time of an approved Rezoning (ZON-5203) FROM: R-E (RESIDENCE ESTATES) TO R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), Ward 6 (Ross). Staff recommends APPROVAL
100. EOT-18081 - APPLICANT/OWNER: MASONIC MEMORIAL TEMPLE - Request for an Extension of Time of an approved Rezoning (Z-0011-02) FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: O (Office) on 14.05 acres adjacent to the northeast corner of Rancho Drive and Mesquite Avenue (on a portion of APN 139-29-801-005), Ward 5 (Weekly). Staff recommends APPROVAL
101. EOT-18053 - APPLICANT: GORDON BIERSCHE RESTAURANT - OWNER: BOCA FASHION VILLAGE, LLC - Request for an Extension of Time of an approved Special Use Permit (SUP-9430) THAT ALLOWED A SUPPER CLUB, approximately 900 feet south of Alta Drive (APN 138-32-312-005), PD (Planned Development) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

102. RESCIND PREVIOUS ACTION - SDR-16503 - PUBLIC HEARING - APPLICANT: SANDSTONE ARCHES, LLC - OWNER: MERHI GHASSAN AND GALTAR, LLC - Request by Planning and Development to Rescind the previous action for APPROVAL for a Site Development Plan Review FOR A PROPOSED 81,240 SQUARE FOOT COMMERCIAL DEVELOPMENT CONSISTING OF 10 PAD SITES WITH SINGLE-STORY BUILDINGS on 7.03 acres at 4600 North

Rancho Drive (APN 138-02-102-005 through 009, and 011), R-E (Residence Estates) Zone under Resolution of Intent to C-2 (General Commercial) Zone and C-1 (Limited Commercial) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

- 103.SDR-16503 - PUBLIC HEARING - APPLICANT: SANDSTONE ARCHES, LLC - OWNER: MERHI GHASSAN AND GALTAR, LLC - Request for a Site Development Plan Review FOR A PROPOSED 81,240 SQUARE FOOT COMMERCIAL DEVELOPMENT CONSISTING OF 10 PAD SITES WITH SINGLE-STORY BUILDINGS on 7.03 acres at 4600 North Rancho Drive (APN 138-02-102-005 through 009, and 011), R-E (Residence Estates) Zone under Resolution of Intent to C-2 (General Commercial) Zone and C-1 (Limited Commercial) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 6 (Ross). NOTE: THIS ITEM IS BEING REHEARD TO DELETE CONDITION NUMBER 11. The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 104.MOD-12919 - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Major Modification to the Las Vegas Medical District Plan TO AMEND THE LAND USE DESIGNATION FROM: MD-2 (MAJOR MEDICAL) TO: MD-1 (MEDICAL SUPPORT) on 0.74 acres at 728 Desert Lane (APN 139-33-402-021), Ward 5 (Weekly). NOTE: THIS ITEM WAS ORIGINALLY SCHEDULED FOR THE 12/06/06 CITY COUNCIL MEETING. The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 105.SUP-16246 - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT at 728 Desert Lane (APN 139-33-402-021), [PROPOSED: MD-1 (MEDICAL SUPPORT) Las Vegas Medical District Plan Designation], Ward 5 (Weekly). NOTE: THIS ITEM WAS ORIGINALLY SCHEDULED FOR THE 12/06/06 CITY COUNCIL MEETING. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 106.SDR-12922 - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 24 RESIDENTIAL CONDOMINIUM UNITS AND 13,465 SQUARE FEET OF MEDICAL OFFICE SPACE on 0.74 acres at 728 Desert Lane (APN 139-33-402-021), PD (Planned Development) Zone [MD-2 (Major Medical) Las Vegas Medical District Special Land Use Designation] [PROPOSED: MD-1 (Medical Support) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). NOTE: This application has been amended from 24 Residential Condominium Units to 30 Residential Condominium Units and from 13,465 square feet of Medical Office space to 9,350 square feet of Medical Office space. ADDITIONAL NOTE: THIS ITEM WAS ORIGINALLY SCHEDULED FOR THE 12/06/06 CITY COUNCIL MEETING. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 107.GPA-16201 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request to amend a portion of the Southwest Sector of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 108.ZON-16196 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 109.SUP-16198 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER TO ALLOW SERVICE BAYS TO FACE A PUBLIC RIGHT OF WAY at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 110.SUP-16200 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED TOWING SERVICE WITH NO STORAGE at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 111.SDR-16197 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Site Development Plan Review FOR A PROPOSED 3,169 SQUARE FOOT AUTO

REPAIR GARAGE, MAJOR AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

- 112.GPA-16538 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 113.ZON-16609 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 114.WVR-16610 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 173 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
- 115.SDR-16611 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Site Development Plan Review FOR A PROPOSED 21-UNIT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). The Planning Commission (5-2 vote) and staff recommend APPROVAL
- 116.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
- 117.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
- 118.VAR-14734 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - This is an Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW PROPOSED SIX FOOT HIGH BLOCK WALLS IN THE FRONT YARD WHERE FOUR FEET IS THE MAXIMUM HEIGHT ALLOWED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 119.VAR-16769 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - Request for a Variance TO ALLOW A PROPOSED SINGLE FAMILY DWELLING TO BE FIVE FEET FROM THE SIDE PROPERTY LINE WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 120.VAR-16113 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: RICHARD YOUNGBLOOD - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED 50% OF THE FLOOR AREA

OF THE MAIN DWELLING AND TO EXCEED 50% OF THE REAR YARD AREA on 0.67 acres at 8320 West Washburn Road (APN 125-33-204-011), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend DENIAL

- 121.SUP-16112 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: RICHARD YOUNGBLOOD - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 8320 West Washburn Road (APN 125-33-204-011), R-E (Residential Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 122.VAR-16165 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: YONG H. JUNG - Request for a Variance TO ALLOW 7 PARKING SPACES WHERE 13 PARKING SPACES ARE THE MINIMUM REQUIRED on 0.19 acres at 505 South Decatur Boulevard (APN 139-31-310-133), P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 123.SUP-17404 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY IN CONJUNCTION WITH A BANK WITHIN A PROPOSED SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 124.SUP-17405 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY WITHIN THE WEST PORTION OF A PROPOSED SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 125.SDR-16952 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC - Request for a Site Development Plan Review FOR A 42,500 SQUARE FOOT SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 126.ROC-17677 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ANIMAL FOUNDATION - OWNER: CITY OF LAS VEGAS - Request for a Review of Condition Number 1 of an approved Site Development Plan Review (SDR-6883) TO ALLOW TEMPORARY STRUCTURE NUMBER 2 LOCATED ON THE CORNER OF HARRIS STREET AND MANNING STREET TO BE ALLOWED TO REMAIN FOR TWO ADDITIONAL YEARS on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). NOTE: THIS APPLICATION IS BEING AMENDED TO ALLOW A TEMPORARY TENT TO REMAIN FOR AN ADDITIONAL TWO YEARS. Staff recommends DENIAL
- 127.SDR-15747 - ABEYANCE ITEM - 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
- 128.RQR-17040 - PUBLIC HEARING - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: RANCHO AIR CENTER, INC. - Required One-Year Review of an approved Special Use Permit (U-0059-01) WHICH ALLOWED TWO (2) 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGNS at the northeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-18-410-007), C-M (Commercial/ Industrial) Zone under Resolution of Intent to R-PD16 (Residential Planned Development - 16 Units Per Acre) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 129.SUP-17308 - PUBLIC HEARING - APPLICANT: EMAD KASHAT - OWNER: GERVASIA ENTERPRISE LIVING 1993 TRUST - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RETAIL STORE at 6595 Smoke Ranch Road, Suites #140, #145, and #150 (APN

138-23-110-034), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). [NOTE: To be heard in conjunction with Morning Session Item 59]. The Planning Commission (6-0 vote) and staff recommend APPROVAL

- 130.SUP-17310 - PUBLIC HEARING - APPLICANT: V'S CHOC'LET CITY, INC. - OWNER: 7TH STREET PROPERTIES, LLC - Request for a Special Use Permit FOR A PROPOSED TAVERN-LIMITED ESTABLISHMENT at 115 North 7th Street (APN 139-34-612-007), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 131.VAC-17077 - PUBLIC HEARING - APPLICANT: PULTE HOMES - OWNER: PN II, INC. - Petition to Vacate U.S. Government Patent Easements generally located south of Centennial Parkway, west of Schaumber Road, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 132.SDR-17298 - PUBLIC HEARING - APPLICANT: REPUBLIC SERVICES OF SOUTHERN NEVADA - OWNER: PREMIER TRUST OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED PARKING LOT AND A WAIVER TO ALLOW A REDUCTION OF THE PERIMETER LANDSCAPING BUFFERING REQUIREMENTS on 0.52 acres adjacent to the north side of Sahara Avenue, approximately 600 feet east of 6th Street (APN 162-03-801-018), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 133.GPA-16511 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request to Amend a portion of the Southwest Sector Plan of the Master Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: MLA (MEDIUM-LOW ATTACHED DENSITY RESIDENTIAL) on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), Ward 5 (Weekly). The Planning Commission (6-1 vote) and staff recommend DENIAL
- 134.ZON-16519 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) TO: R-PD12 (RESIDENTIAL PLANNED DEVELOPMENT - 12 UNITS PER ACRE) on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), Ward 5 (Weekly). The Planning Commission (6-1 vote) and staff recommend DENIAL
- 135.VAR-16525 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Variance TO ALLOW 35,642 SQUARE FEET OF OPEN SPACE WHERE 53,370 SQUARE FEET IS THE MINIMUM REQUIRED on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), R-1 (Single Family Residential) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) Zone [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone], Ward 5 (Weekly). NOTE: THIS APPLICATION IS BEING AMENDED FROM 35,642 SQUARE FEET OF OPEN SPACE WHERE 53,370 SQUARE FEET IS THE MINIMUM REQUIRED TO 33,226 SQUARE FEET OF OPEN SPACE WHERE 55,321 SQUARE FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 136.SDR-16522 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: SCHNIPPLE FAMILY TRUST - Request for a Site Development Plan Review FOR A PROPOSED 77-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 6.19 acres at the southeast corner of Smoke Ranch Road and Decatur Boulevard (APN 139-19-101-002), R-1 (Single Family Residential) Zone under Resolution of Intent to R-PD8 (Residential Planned Development - 8 Units Per Acre) Zone [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre) Zone], Ward 5 (Weekly). NOTE: THIS APPLICATION IS BEING AMENDED TO INCLUDE PROPOSED THREE-STORY DEVELOPMENT. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 137.GPA-16578 - PUBLIC HEARING - APPLICANT: JOHN DAVID BURKE ARCHITECT - OWNER: NEW VISTA RANCH, INC. - Request to Amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: PCD (PLANNED COMMUNITY DEVELOPMENT) on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), Ward 6 (Ross). NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. ADDITIONAL NOTE: THE APPLICANT IS REQUESTING AN ABEYANCE TO THE 02-07-07 CITY COUNCIL MEETING. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

- 138.ZON-16580 - PUBLIC HEARING - APPLICANT: JOHN DAVID BURKE ARCHITECT - OWNER: NEW VISTA RANCH, INC. - Request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), Ward 6 (Ross). NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. ADDITIONAL NOTE: THE APPLICANT IS REQUESTING AN ABEYANCE TO THE 02-07-07 CITY COUNCIL MEETING. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 139.SDR-16581 - PUBLIC HEARING - APPLICANT: JOHN DAVID BURKE ARCHITECT - OWNER: NEW VISTA RANCH, INC. - Request for a Site Development Review FOR A PROPOSED TWO-STORY, 56-UNIT ASSISTED LIVING APARTMENT DEVELOPMENT WITH A 43,283 SQUARE-FOOT COMMERCIAL AMUSEMENT/RECREATION (INDOOR) FACILITY, 3,024 SQUARE FEET OF MEDICAL OFFICE SPACE, AND 1,382 SQUARE FEET OF RETAIL SPACE on 15.05 acres at 7875 North Rainbow Boulevard (APN 125-15-501-002), U (Undeveloped) Zone [DR (Desert Rural Density Residential) Master Plan Designation] [PROPOSED: PCD (Planned Community Development) General Plan Designation] [PROPOSED: PD (Planned Development) Zone] Ward 6 (Ross). NOTE: NEW VISTA RANCH, INC. IS THE APPLICANT/OWNER. ADDITIONAL NOTE: THE APPLICANT IS REQUESTING AN ABEYANCE TO THE 02-07-07 CITY COUNCIL MEETING. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 140.ZON-16510 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 0.98 acres at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 141.VAR-16512 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Variance TO ALLOW 68 PERCENT LOT COVERAGE WHERE 50 PERCENT LOT COVERAGE IS THE MAXIMUM PERMITTED on 0.98 acres at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 142.VAR-16516 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Variance TO ALLOW 89 PARKING SPACES WHERE 121 PARKING SPACES IS THE MINIMUM REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.98 acres at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 143.SUP-16520 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 144.SDR-16508 - PUBLIC HEARING - APPLICANT: NUVISION HOLDINGS, LLC - OWNER: THE MOYER TRUST - Request for a Site Development Plan Review FOR A PROPOSED 5-STORY, MIXED-USE DEVELOPMENT CONSISTING OF 10,500 SQUARE FEET OF COMMERCIAL SPACE AND 32 RESIDENTIAL UNITS on 0.98 acres at the southwest corner of Rainbow Boulevard and Peak Drive (APN 138-15-701-002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). NOTE: THIS APPLICATION IS BEING AMENDED TO ADD A WAIVER TO ALLOW A REDUCTION IN THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS AND TO ALLOW A SETBACK OF 60 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 140 FEET. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 145.VAR-16497 - PUBLIC HEARING - APPLICANT/OWNER: KEN BERRYDANE - Request for a Variance TO ALLOW A NINE-FOOT SETBACK IN THE FRONT YARD WHERE 25 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A FIVE-FOOT SETBACK IN THE REAR YARD WHERE 15 FEET IS THE MINIMUM REQUIRED FOR A PROPOSED SINGLE-FAMILY RESIDENCE on 0.48 acres at 2521 Driftwood Drive (APN 139-32-512-016), R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED FROM 2521 DRIFTWOOD DRIVE TO 2520 DRIFTWOOD DRIVE. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

- 146.SUP-16498 - PUBLIC HEARING - APPLICANT/OWNER: KEN BERRYDANE - Request for a Special Use Permit FOR A PROPOSED HABITABLE ACCESSORY STRUCTURE at 2521 Driftwood Drive (APN 139-32-512-016), R-PD4 (Residential Planned Development - 4 Units Per Acre) Zone, Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED FROM 2521 DRIFTWOOD DRIVE TO 2520 DRIFTWOOD DRIVE. The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 147.VAR-17299 - PUBLIC HEARING - APPLICANT: MICHAEL LAWSON - OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Variance TO ALLOW 13 PARKING SPACES WHERE 27 PARKING SPACES ARE THE MINIMUM REQUIRED on 0.79 acres at 6565 Smoke Ranch Road (APN 138-23-110-031), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 148.SUP-17301 - PUBLIC HEARING - APPLICANT: MICHAEL LAWSON - OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Special Use Permit FOR A PROPOSED PET BOARDING ESTABLISHMENT at 6565 Smoke Ranch Road (APN 138-23-110-031), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 149.VAR-17306 - PUBLIC HEARING - APPLICANT: WEST ONE PROPERTIES, LTD - OWNER: ASP REALTY, INC. - Request for a Variance TO ALLOW 15 PARKING SPACES WHERE 25 PARKING SPACES ARE THE MINIMUM REQUIRED FOR AN EXISTING SHOPPING CENTER on 0.63 acres at 4441 East Bonanza Road (APN 140-32-101-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 150.SDR-17302 - PUBLIC HEARING - APPLICANT: WEST ONE PROPERTIES, LTD - OWNER: ASP REALTY, INC. - Request for a Site Development Plan Review FOR A PROPOSED 6,180 SQUARE-FOOT COMMERCIAL DEVELOPMENT CONSISTING OF 4,480 SQUARE FEET OF RETAIL SPACE AND A 1,700 SQUARE-FOOT RESTAURANT WITH DRIVE-THROUGH on 0.63 acres at 4441 East Bonanza Road (APN 140-32-101-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 151.VAR-17156 - PUBLIC HEARING - APPLICANT/OWNER: GLENN J. SORRELLS - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW A SEVEN-FOOT HIGH WALL WHERE A FIVE-FOOT HIGH WALL IS THE MAXIMUM HEIGHT PERMITTED IN A PORTION OF THE FRONT YARD on 0.15 acres at 1109 Shifting Sands Drive (APN 138-26-615-088), R-1 (Single Family Residential) Zone, Ward 5 (Weekly). NOTE: THE APPLICATION IS FOR AN EIGHT FOOT HIGH WALL WHERE A FIVE-FOOT HIGH WALL IS THE MAXIMUM. The Planning Commission (7-0 vote) and staff recommend DENIAL
- 152.RQR-17098 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: CONSTANTINO NOVAL NV, LLC - Appeal filed by the applicant from the denial by the Planning Commission of a Required Four-Year Review of an approved Special Use Permit (U-0025-98) WHICH ALLOWED A 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 73 South Martin L King Boulevard (APN 139-33-510-002), M (Industrial) Zone, Ward 5 (Weekly). The Planning Commission (5-2 vote) and staff recommend DENIAL
- 153.SUP-13490 - PUBLIC HEARING - APPLICANT/OWNER: FIRST PRESBYTERIAN CHURCH OF LV NV - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1619 West Charleston Boulevard (APN 162-04-510-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 154.SDR-17057 - PUBLIC HEARING - APPLICANT/OWNER: SANTA FE 124, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF A 124-UNIT APARTMENT COMPLEX TO A CONDOMINIUM DEVELOPMENT on 6.0 acres at 1111 Warbonnet Way (APN 163-04-501-004), R-PD23 (Residential Planned Development - 23 Units Per Acre) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 155.SDR-17211 - PUBLIC HEARING - APPLICANT/OWNER: SVS PROPERTIES, LTD, LLC - Request for a Site Development Plan Review FOR A 3,560 SQUARE-FOOT ADDITION TO AN EXISTING OFFICE BUILDING AND A WAIVER TO ALLOW A REDUCTION OF PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 1.46

acres at 700 East Charleston Boulevard (APN 162-03-501-003), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

156.SDR-17259 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR THE PROPOSED RENOVATION OF A CITY PARK on a portion of 68 acres at 850 North Mojave Road (APN 139-25-701-002), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommends APPROVAL

157.ROC-18015 - PUBLIC HEARING - APPLICANT: GREYSTONE NEVADA, LLC - OWNER: SOUTHWEST COMMUNITIES DEVELOPMENT LLC - Request for a Review of Condition Number 9 of an approved Site Development Plan Review (SDR-6307) TO ADD A MINIMUM 18 FOOT SETBACK TO THE FRONT OF THE GARAGE AS MEASURED FROM BACK OF CURB OR EDGE OF THE PRIVATE STREET OR DRIVE on 17.31 acres adjacent to the west side of Jones Boulevard, approximately 830 feet north of Craig Road (APNs Multiple), Ward 6 (Ross). Staff recommends APPROVAL

SET DATE

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

CITIZENS PARTICIPATION

159.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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: CLAUDETTE ENUS

☒ **Consent** ☐ **Discussion**

SUBJECT:

RESOLUTIONS:

R-93-2006 - Approval of a Resolution to renew participation as a member of the Cooperative Personnel Services (CPS) Board and continued support of F. Claudette Enus, Director of Human Resources, as the City of Las Vegas representative thereto

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

CPS, a California Joint Powers Agency was created to assist the Board member agencies in their efforts to develop and implement modern personnel procedures. Their mission is, "To provide professionally sound, client-oriented human resource products and services to public and non-profit clients." In addition to the City of Las Vegas, current CPS Board members include Directors or lead HR Executives for the City of Anaheim, the East Bay Municipal Utility District, the Hayward Unified School District, the County of Sacramento, the County of Sonoma, the California State Personnel Board, the City and County of San Francisco, the State of Wisconsin, and the City University of New York.

RECOMMENDATION:

Approve the membership of the CPS Board and Ms. Enus as the representative for the City of Las Vegas.

BACKUP DOCUMENTATION:

1. Resolution No. R-93-2006
2. Revised JPA Agreement

Motion made by GARY REESE to Approve Items 12 through 40 as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of December 20, 2006

Date Submitted: September 24, 2007

Amendment to Item #40

Purpose of Amendment:

Executed Resolution Added to the Final Minutes as follows:

- R-93-2006 Approval of a Resolution to renew participation as a member of the Cooperative Personnel Services (CPS) Board and continued support of F. Claudette Enus, Director of Human Resources, as the City of Las Vegas representative thereto

Submitted By: Stacey Campbell

Signature: Bonny K. Priddy
City Clerk

Date: 9/24/2007

RESOLUTION NO. R-93-2006

RESOLUTION OF THE CITY OF LAS VEGAS APPROVING AND AUTHORIZING
EXECUTION OF AN AMENDMENT TO THE JOINT EXERCISE OF POWERS
AGREEMENT FOR COOPERATIVE PERSONNEL SERVICES (CPS)

WHEREAS, the State of California, acting through and by the State Personnel Board in connection with its functions related to local government, the Counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, the East Bay Municipal Utility District, the City and County of San Francisco, the City of Las Vegas, the State of Wisconsin, Office of Employment Relations, and the City University of New York are parties to that certain Joint Exercise of Powers Agreement, Cooperative Personnel Services (the "Agreement"), dated for convenience as of March 15, 1985, as amended; and

WHEREAS, Cooperative Personnel Services ("CPS") is a joint powers agency established to assist the parties in their efforts to develop and implement modern human resource and related management procedures; and

WHEREAS, as provided under the Agreement, the Board of Directors of CPS consists of one representative from each of the parties to the Agreement; and

WHEREAS, the Board of Directors, at its meeting of September 8, 2006, approved certain amendments to the Agreement (the "Amendment") to, among other things, identify the current members of the Board of Directors, expand and clarify the purpose of CPS, and make other clarifying and conforming changes; and

WHEREAS, Section 17 of the Agreement provides that the Agreement may be amended by the concurrence of all parties to the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the CITY OF LAS VEGAS hereby approves the proposed Amendment to the Agreement in substantially the form attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the HUMAN RESOURCES DIRECTOR, F. CLAUDETTE ENUS, is hereby authorized and directed to execute the Amendment on behalf of the CITY OF LAS VEGAS, subject to any minor, clarifying or conforming changes approved by the LAS VEGAS CITY COUNCIL.

R-93-2006

APPROVED AND ADOPTED this 20th day of December, 2006, by the following vote:

VOTING "AYE": Mayor Goodman and Councilmembers Reese, Brown, Weekly, Wolfson, Tarkanian and Ross

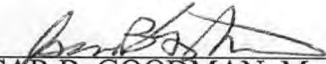
VOTING "NAY": NONE

ABSENT: NONE

ABSTAIN: NONE

APPROVED:

By


OSCAR B. GOODMAN, Mayor

ATTEST:


~~BEVERLY BRIDGES, City Clerk~~

By: Vicky Darling
Acting Chief Deputy City Clerk

APPROVED AS TO FORM:

 9/14/07
Thomas R. Green Date

Joint Exercise of Powers Agreement
Cooperative Personnel Services

This Agreement dated for convenience this fifteenth day of March, 1985, and amended on June 27, 1989, March 31, 1990, May 5, 1995, and December 12, 2003 by and between the State of California, acting through and by the State Personnel Board in connection with its functions related to local government (hereinafter called the State of California), and the Counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District; witnesseth:

Whereas, there is a need for the establishment of an agency to provide the opportunity for the parties to discuss, study and solve common or similar problems with respect to modern human resource and related management processes; and

Whereas, the parties possess the power and desire to solve human resource and related management problems and may make joint associations and expend public funds for such purposes; and

Whereas, the parties are of the opinion that they should join together to provide modern human resource and related management services, for their common benefit, and to the extent permissible, to provide such services on a contractual basis to their own and other public agencies and non-profit organizations; therefore

Be it Resolved, that the parties, for and in consideration of the mutual promises and agreements herein contained and the performance thereof, and for other good and valuable and adequate consideration, do agree as follows:

Section 1. Purpose: This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500, hereinafter called "the Act") relating to the joint exercise of powers common to city, county, special district, and state government. Each party possesses the power referred to in the recital hereof. The purpose of this Agreement is to exercise such powers by creating an agency to assist the parties in their efforts to develop and implement modern human resource and related management procedures including but not limited to: (1) acting as an agent of responsible change and a technical resource so as to encourage, support, and provide for intergovernmental cooperation in technical personnel areas; (2) providing sophisticated consulting services to public agencies and non-profit organizations; (3) providing increased technical training for persons involved in public personnel management; (4) increasing and supporting the development and use of validated selection programs; (5) encouraging and supporting the conduct of applied research in the field of public personnel selection and management; and (6) providing other human resource and related management services as needed. Such purpose will be accomplished by said common powers exercised in the manner hereinafter set forth.

Section 1.1. Other Participating Agencies: In addition to the agencies who are parties to this Agreement, any agency which may desire to participate in or take advantage of the services or activities of the Joint Powers Authority may do so as provided in regulations adopted by the Board of Directors or by executing an agreement with the agency upon such terms and conditions as may be agreed upon. Such participating agencies shall not be entitled to membership on the Board of Directors.

Section 2. Term: This Agreement shall become effective upon its execution by any two of the agencies specified in the preamble hereof, as set forth in Section 12.1., and shall continue in full force and effect unless terminated as provided herein.

Section 3. Agency:

- A. **Creation of Agency:** Pursuant to Section 6507 of the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as Cooperative Personnel Services (hereinafter referred to as "CPS"). Its debts, liabilities, and obligations do not constitute debts, liabilities, or obligations of all or any party to this Agreement. CPS shall be the administering entity for this Agreement.
- B. **Governing Board:** CPS shall be administered by a Board of Directors equal in number to the number of parties who became and remain parties to this Agreement. Each party to the Agreement shall designate one representative as a member of the Board of Directors. The designated members of the Board of Directors and their alternates shall be managers knowledgeable in the fields of human resources, finance, public administration or management. These designated members shall be entitled to membership on the Board only during such time as the party through whom they derived their office remains a party to this Agreement. The members of the Board of Directors shall be a representative from each of:
1. The State Personnel Board, as designated by the Executive Officer;
 2. The County of Sonoma, as designated by the County Administrator;
 3. The County of Sacramento, as designated by the County Executive;
 4. The Hayward Unified School District, as designated by the Superintendent;
 5. The City of Anaheim, as designated by the City Manager;
 6. The East Bay Municipal Utility District, as designated by the General Manager;
 7. City and County of San Francisco, as designated by the Mayor;
 8. City of Las Vegas, as designated by the City Council;
 9. State of Wisconsin, as designated by the Director, Office of State Employment Relations;
 10. City University of New York, as designated by the Vice Chancellor of Faculty & Staff Relations.

Each member shall appoint an alternate member who shall serve on the Board at any meeting when the member appointing him or her is absent. Such alternative member when so serving

shall have all the powers of a member. Each member shall file with the Board of Directors a written notice of the appointment of his or her alternate. The appointment of an alternate member may be revoked at any time by the member who appointed him or her, provided, however, that such revocation of appointment shall not be effective until filed with the Board of Directors.

C. Meetings of the Governing Board

1. Regular Meetings, Rules: The Board shall provide for its regular, adjourned regular, and special meetings; shall hold at least one regular meeting in each year. The date, the hour, and the place of any regular meeting shall be fixed by the Board by resolution and filed with each party hereto. The Board shall also adopt rules for the conduct of its meetings, including voting requirements.
2. Ralph M. Brown Act: All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with section 54950 of the Government Code) and Government Code Section 11120, et seq.

- D. Officers: The Board shall elect a Chairperson and a Secretary from among its members. The Board shall have the power to appoint such other officers and employees as it may deem necessary and shall adopt a set of bylaws for the conduct of the business of CPS.

The Treasurer/Auditor shall be the Chief Financial Officer of CPS. The Treasurer/Auditor shall cause an independent financial audit to be performed annually by a firm approved by the Board of CPS. In performing such duties, the Treasurer/Auditor shall comply with and conform to all the provisions of Article 1 (commencing with Section 6500), Chapter 5, Division 7, Title 1 of the Government Code. (See Section 8.2. of the charter, infra.)

Section 4. Powers: CPS shall have the powers common to the parties set forth in Section 1 of this Agreement. CPS is hereby authorized to do all acts necessary for the exercise of said common powers or said purposes including any or all of the following: to make and enter into contracts; to hire employees and appoint agents; to lease, manage, maintain, purchase, or operate any land, buildings, work or improvement, and to dispose by lease, lease purchase, or sale any property and funds, services and other forms of financial assistance from persons, firms, corporations and any nonprofit-making entity; to, in connection with any federal or state grant, enter into any and all agreements necessary to comply with the procedural requirements of any applicable laws; to incur debts, liabilities, or obligations required by the exercise of these powers which do not constitute a debt, liability or obligation of the parties to this Agreement, or to any of them; and to sue and be sued in its own name. Said powers shall be expressly set forth herein subject only to such restrictions upon the manner of exercising such powers as are imposed on the County of Sacramento in the exercise of similar powers.

Section 5. Fiscal Year: For the purpose of this Agreement, the term fiscal year shall mean the period from July 1 to and including the following June 30.

Section 6. Disposition of Assets: Upon termination of this Agreement, all property of CPS shall automatically vest in the parties to this Agreement. All property, other than the money hereinafter provided for, shall be distributed to the agencies who are, or who have been, parties to this Agreement according to the following formula.

Such property, equipment, furniture or furnishings which can be identified as having been contributed by any party to this Agreement shall be transferred to and become the property of the party contributing such property, equipment, furniture or furnishings. Any other property of CPS shall be distributed among the parties to this Agreement, each party to receive the proportion that the amount of money, if any, contributed to CPS by such party bears to the total amount of money contributed to CPS by all parties to this Agreement.

All money on hand at the termination of this Agreement after payment of or making provision for payment of all obligations incurred by CPS under this Agreement shall be distributed to the agencies who are or who have been, parties to the Agreement in proportion to the contributions made by such parties.

Section 7. Accounts and Reports: The Treasurer/Auditor shall establish bank accounts to be designated as the depositories of CPS funds and shall have custody of all the money of CPS from whatever source. The Treasurer/Auditor shall: (a) receive all money of CPS and place it in the proper account; (b) be responsible upon official bond for the safekeeping of all CPS money so held; (c) pay any other sums due from CPS; (d) be responsible for prudent investment of funds; and (e) verify and report in writing as of the first day of July of each year to CPS and to each of the parties to this Agreement the amount of money held by CPS, the amount of receipts since the last report, and the amount paid out since the last report.

Section 7.1. Budget: The Board of Directors of CPS shall annually, not later than June 30, adopt a budget for the fiscal year and shall file a copy of such budget with each party to this Agreement no later than July 15. Amended budgets may be approved at any time.

Section 7.2. Records and Accounts: The Board of Directors shall direct, require and cause the Chief Executive Officer and Treasurer/Auditor to keep proper books of records and accounts in which a complete and detailed entry shall be made of all of its transactions, including all receipts and disbursements. Said books shall be subject to inspection at any reasonable time by the duly authorized representative of each of the parties to this Agreement. Findings of such inspections shall be reported to the Board of Directors. CPS shall prepare annual financial statements in accordance with GASB, including a report of all receipts and disbursement of funds which shall be available at the office of the Secretary of CPS and a copy thereof shall be delivered to each party of this Agreement.

The Treasurer/Auditor shall contract for an independent audit of the accounts and records of CPS to be made annually by a certified public accountant, or public accountant approved by the Board of CPS, in compliance with Section 6505 of the Government Code. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Such reports shall be filed with CPS within six months of the end of the fiscal year under examination. Any costs of the preparation of financial statements and the audit shall be borne by CPS and shall be a charge against any unencumbered funds of CPS available for the purpose.

Nothing in this Agreement shall preclude the State Auditor General from conducting audits as provided by Government Code Section 10532. Further, the Treasurer/Auditor shall maintain fiscal records for at least three years.

Section 7.3. Expenditures and Obligations: The Board of Directors, its committees and every other official or employee of CPS shall be limited in making expenditures or incurring liabilities to the amount allowed by the budget as adopted by the Board of Directors or thereafter revised by said Board unless income is received in excess of anticipated revenue, in which case the additional revenue can be expended, within Board authorized limits, upon approval of the Chief Executive Officer without Board action. These additional expenditures shall be reported to the Board at its next regularly scheduled meeting following the executive director's approval.

Section 7.4. Claims: All claims against CPS including, but not limited to, claims by officers and employees for fees, salaries, wages, mileage, or other expenses shall be filed within the time and within the manner specified in Chapter 2 commencing with Section 910 of Part 3, Division 3.6 of the Government Code or in accordance with procedures set out in regulations adopted by the CPS Board pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with section 935) of Part 3 of the Government Code.

Section 7.5. Allowance of Claims by the Auditor-Controller:

- A. The Treasurer/Auditor shall audit and allow or reject claims in lieu of, and with the same effect as, allowance or rejection by the Board of Directors in any of the following cases: (1) expenditures which have been authorized by purchase orders issued by an officer of CPS authorized by said governing board to make purchases; (2) expenditures which have been authorized by contract, resolution or order of the Board of Directors acting within the scope of its authority; (3) expenditures within the dollar amounts set by the appropriations of the Board of Directors.
- B. For any purchase of supplies or services in excess of \$500.00, the Treasurer/Auditor shall require an acknowledgement from the requisitioning or receiving employee that the supplies or services have been received or contracted for.

Section 8. Property: The Chief Executive Officer of CPS is hereby designated as the person who shall have charge of, handle and have access to any property of CPS and shall be required to file an official bond in the amount established by the Board but not less than \$50,000.- The Board of Directors by resolution entered in its minutes may prescribe other CPS officers and employees to be bonded and may specify the amount of said bonds.

Section 9. Financing: CPS shall be self-supporting, deriving its revenue from grants and from payments for services rendered to public and non-profit agencies.

Section 10. Miscellaneous: The Section headings herein are for convenience only and not to be construed as modifying or governing the language therein. This Agreement is made in the State of California under the Constitution and laws of said State and it is to be so construed.

Section 10.1. Employees: All of the privileges and immunities from liability, exceptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any party to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any other functions and duties extraterritorially for CPS under the provisions of this Agreement

Section 11. Severability: Should any part, term, portion, or provision of this Agreement be decided by the Courts to be illegal or in conflict of any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement the parties intended to enter in the first instance.

Section 11.1. Effective Date: This Agreement became effective, and CPS was rendered fully operative, on March 15, 1985.

Section 12. Termination and Withdrawal: Any party may withdraw from this Agreement upon 90 days written notice of such action filed with the Board of Directors. A copy of such notice to withdraw shall be filed with each other party to this Agreement. This Agreement shall terminate, except for the purposes of winding up the affairs of CPS, at the end of any fiscal year in which the parties remaining as members at the beginning of the next fiscal year will not exceed one.

Section 13. Successors: This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

Section 14. Notice to Parties: All parties to this Agreement shall forthwith file with the Board's Secretary an address to which all matters may be sent. Any notice to the parties hereof shall be sufficient if delivered to the address on file with the Board's Secretary as provided herein.

Section 15. Copies of the Agreement: This Agreement shall be executed in sufficient original counterparts so that one original executed copy thereof shall be delivered to and become a part of the official records of each party to this Agreement, and the Board of Directors of CPS.

Section 16. Amendment to this Agreement: This Agreement may be amended by the concurrence of all parties to this Agreement. A party has the option to designate a representative to vote on the amendments on behalf of the member agency. The amendment shall be executed and filed in the manner provided in Section 16.

Section 17. New Party to Agreement: If a government agency currently not a party to this Agreement wishes to join into this Agreement, therefore entitling it to Board membership, it may do so upon unanimous consent by the Board to amend the contract.

Section 18. Insurance: CPS shall maintain in force at all times during the performance of this Agreement, insurance covering its operations. Types of insurance shall be subject to the conditions and specifications set forth below:

- A. **Comprehensive General Liability:** Coverage provides protection against liability claims, arising out of CPS's use of leased, owned, and off-premises operations. Comprehensive General Liability includes Products Liability Insurance which is protection arising out of the use, handling, and consumption of a product. Also included shall be Contractual Liability covering subcontracted services. CPS must carry Comprehensive General Liability in the amount recommended by CPS' insurance agent, but not less than \$1,000,000. The parties in this Agreement must be named as additional insureds.
- B. **Comprehensive Automobile Insurance:** Loss against damage or destruction of automobiles, or due to claims for damages arising from the ownership, maintenance, or use of automobiles; also loss to persons injured in certain specific ways due to cost of medical, surgical or hospital care incurred as a result of automobile accidents. CPS must carry Bodily Injury and Property Damage, combined single limits per occurrence in an amount recommended by CPS' insurance agent, but not less than \$1,000,000. The parties to this Agreement must be named as additional insureds.

COOPERATIVE PERSONNEL SERVICES
JOINT EXERCISE OF POWERS AGREEMENT
ADDENDUM

This page, dated December 12, 2003, when attached to the Joint Exercise of Powers Agreement for Cooperative Personnel Services, shall act as an addendum adding The City University of New York as the tenth member of the Cooperative Personnel Services Board of Directors as authorized in Section 18 of the Agreement.

David Hill
David Hill, Human Resource Director
City of Anaheim
2/9/04
Date

George Cole
George Cole, Classified Personnel Director
Hayward Unified School District
1/9/04
Date

Ray Myers
Ray Myers, Human Resource Director
County of Sonoma
1/15/04
Date

Andrea Gourdine
Andrea Gourdine, Human Resource Director
City/County of San Francisco
2/3/04
Date

Susan Crawford
Susan Crawford, Executive Assistant
WI Office of State Employment Relations
2-13-04
Date

Gwen McDonald
Gwen McDonald, Director of Human Resources
East Bay Municipal Utility District
1/2/04
Date

Dale Anderson
Dale Anderson, Human Resource Administrator
County of Sacramento
6-21-04
Date

Walter Vaughn
Walter Vaughn, Executive Officer
California State Personnel Board
12-23-03
Date

L. Claudette Emus
L. Claudette Emus, Human Resource Director
City of Las Vegas, Nevada
03-03-04
Date

Brenda Richardson
Brenda Richardson, Vice Chancellor
The City University of New York
3-10-04
Date



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Report from the City Manager on Emerging Issues

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

None

Minutes:

CITY MANAGER SELBY stated he had nothing to report.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY MANAGER**DIRECTOR: DOUGLAS A. SELBY**☐ Consent ☒ Discussion**SUBJECT:**

ADMINISTRATIVE:

Discussion and possible action regarding the City's role and involvement in the 2007 Dr. Martin Luther King Day Parade (\$16,474.95 - Special Revenue Fund) – All Wards

Fiscal Impact☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: 16474.95**Funding Source:** Special Revenue Fund**Dept./Division:** City Manager's Office**PURPOSE/BACKGROUND:**

The Dr. Martin Luther King Day Parade Committee has requested \$16,500 in financial support from the City for the 2007 parade. this support consists of fees and costs for City services.

The parade will be held on Saturday, January 13, 1007. Ordinance No. 5567 provides the City Manager authority to grant waivers of up to \$7,500 per parade in fees for City services.

Authority to act on requests exceeding \$7,500 or to provide other financial support in connection with a parade rests with the City Council.

RECOMMENDATION:

Consider the request by the parade committee with a funding amount of \$16,474.95

BACKUP DOCUMENTATION:

1. Letter from the Dr. Martin Luther King Day Parade Committee dated November 28, 2006
2. CLV Parade Fee Waiver Request

Motion made by LAWRENCE WEEKLY to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

NOTE: COUNCILMAN WEEKLY disclosed that he is a former President of the Dr. Martin Luther King Committee; however, he did not believe there was any conflict with him voting on this matter.

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

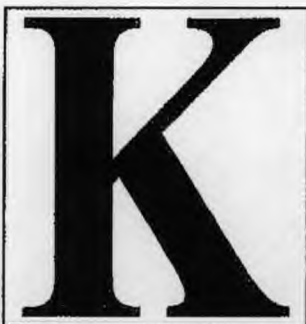
Minutes:

RAMON TORRES, Diversity Outreach Officer, Government and Community Affairs Office, and KEN EVANS, Chair of the Dr. Martin Luther King Day Parade Committee, were present.

MR. EVANS thanked COUNCILMAN WEEKLY, RICKI BARLOW, Ward 5 Liaison, PATRICIA MOYER, Public Works Department, CHRISTIE GARNESS, Cultural Leader, and MR. TORRES for all their assistance. He requested the Council's continued support. He hopes to be able to put on a bigger, quality parade this year.

COUNCILMAN WOLFSON stated he has noticed diminished attendance at the last two parades held downtown. He would really like more promotional efforts made on parades, in order to generate as much attendance as possible. MAYOR GOODMAN directed MR. TORRES to work with the Public Information Office and the media to get the word out. DAVID RIGGLEMAN, Director of the Office of Communications, indicated that it is already being promoted on KCLV-Channel 2. The Mayor stressed that he wants promotion on other channels, because newscasters only mention matters of special interest to them. MR. TORRES noted that the Parade Committee has been reaching out to the local media to obtain partners.

COUNCILMAN WEEKLY commented that this is one of the largest, attended parades. He thanked CITY MANAGER SELBY and DR. JACKSON, Director of Leisure Services, for their years of support. He looks forward to another great parade.



Dr. Martin Luther King Jr. Committee

P.O. Box 270096

Las Vegas, Nevada 89127-0027

(702) 440-6400

WW.KINGWEEKLASVEGAS.COM

November 30, 2006

Mr. Doug Selby
City of Las Vegas
400 E. Stewart Ave.
Las Vegas, NV 89101

Dear Mr. Selby:

The Dr. Martin Luther King Jr. Committee of Las Vegas is a non-profit organization founded in 1981. Our commitment is to keep Dr. King's dream alive by trying to keep our community united in equality, justice, and brotherhood. We will commemorate Dr. King's birthday with our annual banquet and parade.

This is a request for the City of Las Vegas to underwrite the cost of the city services that will be provided at our 2007 Dr. Martin Luther King Jr. Birthday Parade scheduled for **Saturday, January 13, 2007** at 10 a.m. The estimated charges are \$16,500. The City services that will be required are listed below:

CLV Show mobile	\$ 1,750.00
CLV Bleachers (2 sets)	\$ 1,500.00
Business Services (2 Inspectors)	\$ 500.00
CLV Streets/sanitation (parade cleanup)	\$ 9,500.00
Other Leisure Services	\$ 1,250.00
Barricades (City)	<u>\$ 2,000.00</u>
	\$16,500.00

***These estimates of City costs do not include Metro, road closures/barricades or plan insurance certificates or other parade costs.*

Thank you for your consideration of this request and we hope to hear from you soon. Again, the Committee thanks you for all the assistance you have provided over the past 25 years. If you have questions or concerns, please contact me at 360-4683 or 524-1529.

Sincerely,

Ken Evans
Parade Chairman

cc: Ramon Torres

City of Las Vegas Parade Waiver Request

Parade: **Dr. Martin Luther King Day Parade** Estimated costs
Parade Date: **Saturday, January 13, 2007**
Parade Organizer: **Dr. Martin Luther King Jr. Day Parade Committee**
Parade Contact: **Ken Evans, Parade Chairman** Phone: **702-438-4777**
Request Submitted: **11/28/2006**

City Services

Amount

Cleanup Fees/Bicycle Rack Labor	\$ 9,000.00
Stage Extension	\$ -
Generator	\$ -
Portable Sound System/2 mics	\$ -
Showmobile	\$ 2,425.00
Bleachers	\$ 785.00
Deposit for Bleachers (Refundable)	\$ -
Other City Services (Leisure Services)	\$ 1,864.95
Other City Services (Finance/Business Services)	\$ 400.00

Total Cost of City Services \$ **14,474.95**

(Requests exceeding \$7,500 for City services or other financial support requires City Council approval)

City Council Approval Required

Metro costs for manning the parade route	
Barricade/Plan required to close the parade route	\$ 2,000.00
Porta Potties	
Radios (Communication)	
Other (Barricades)	



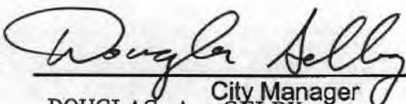
Other Financial Support \$ **2,000.00**

Total City Contribution \$ **16,474.95**

Meeting Date of City Council Approval for Fee Waiver:

December 20, 2006

Fee Waiver Approved by:


City Manager
DOUGLAS A. SELBY

Date: 1-2-07

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: ADMINISTRATIVE
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the First Amendment to Disposition and Development Agreement between the City of Las Vegas, Nevada and City Parkway V, Inc., and Keep Memory Alive, located at the northeastern corner of Bonneville Avenue and Grand Central Parkway, a portion of APN 139-34-110-003 - Ward 5 (Weekly)

Fiscal Impact

☒ No Impact ☐ Augmentation Required
☐ Budget Funds Available

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

On February 6, 2006, the City of Las Vegas and City Parkway V, Inc., entered into the Disposition and Development Agreement with Keep Memory Alive for the development of the Lou Ruvo Brain Institute in Union Park. This First Amendment revises the legal description of the Site, provides for joint access easements to allow ingress, egress, and parking for the Site and the adjoining property parcel A2, and extends the deadline for Keep Memory Alive to close escrow for the conveyance of the property to April 30, 2007. The extension of the conveyance deadline is needed for Keep Memory Alive to complete the process needed to secure construction funding from Economic Development Revenue Bonds.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

First Amendment to Disposition and Development Agreement

Motion made by LAWRENCE WEEKLY to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, gave an overview of the

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

item. He noted that Newland's revisions to the master plan necessitated the First Amendment.

MAYOR GOODMAN noted that the building is going to be an iconic architectural structure in the heart of downtown. People from all over will want to see the Frank Gary design, which is going to be striking, controversial and world-class. But what DR. CACHATORIAN, the expert on degenerative diseases, especially with Alzheimer's, is doing is going to take Las Vegas to the next level. His think-tank will include 30 of the world's greatest doctors to discuss neurodegenerative diseases on neutral grounds.

PETER BURNHART introduced DR. SAVAAN CACHATORIAN and MICHAEL SHAITZ, Territory, Inc. DR. CACHATORIAN commented that MAYOR GOODMAN played an important role in his decision to come out of retirement and work in Las Vegas. He strongly feels the country needs this medical facility, because, if the problems of the aging population are not solved, people will become older without quality of life.

COUNCILMAN WEEKLY said he had the pleasure of meeting with staff on this matter. He conceded that the building is controversial, but this is a wonderful project that is greatly needed.

**FIRST AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN CITY OF LAS VEGAS, NEVADA AND CITY PARKWAY V, INC.
AND KEEP MEMORY ALIVE**

THIS FIRST AMENDMENT ("Amendment") is entered into as of the 8TH day of January, 2006, by and among CITY PARKWAY V, INC., a not-for-profit corporation duly formed and organized in the State of Nevada ("CP"), the CITY OF LAS VEGAS, an incorporated city and political subdivision of the State of Nevada (the "City") (City and CP are hereinafter collectively referred to as the "City Parties"), and KEEP MEMORY ALIVE, a Nevada not-for-profit corporation duly formed and organized in the State of Nevada ("KMA"), each of which may be deemed a "Party" or collectively the "Parties".

WITNESSETH:

WHEREAS, CP and the City entered into the Disposition and Development Agreement ("Agreement") with Keep Memory Alive on February 2, 2006, for the disposition and development of a portion of the real property known as "Union Park" consisting of an approximately 61-acre site located in downtown Las Vegas, Clark County, Nevada, adjacent to Grand Central Parkway, as more particularly described in the Agreement; and

WHEREAS, CP will convey title to a portion of Union Park, more particularly described below as the "Site", to KMA for the development of the Project; and

WHEREAS, the Parties desire to amend the Agreement to provide a new legal description of the Site based on the current design of Union Park; and

WHEREAS, the Parties desire to amend the agreement so that the real property adjoining the Site which is now designated as Parcel A2 will be subject to certain easements in favor of KMA but subject to certain reservations in favor of CP ; and

WHEREAS, the Parties desire to allow CP, the City, or its assigns, to construct certain improvements above grade and below grade on both certain portions of the Site and the area covered by such easements in order to construct underground structured parking which shall provide parking both for KMA and for the future owner of the Adjoining Property; and

WHEREAS, the Parties desire to amend the location and duration of the "Surface Parking" to be provided by CP or the City as more particularly described herein; and

WHEREAS, the Parties desire to make other changes to the Project Schedule, officers of KMA, and other mutually agreeable changes to enable the Project to move forward in a timely manner, as specifically set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

The Parties agree that any capitalized terms that are not defined herein shall have the same meaning as set forth in the Agreement.

1. Section 3 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

SECTION 3 THE SITE AND ADJOINING PROPERTY

(a) The Site consists of approximately 2.13 gross acres of vacant land located in the southwest portion of Union Park, at the intersection of Grand Central Parkway and Bonneville Avenue (the "Site"), which is particularly described in the legal description attached hereto as Exhibit "C-1" and incorporated herein by this reference ("Site Legal Description").

(b) The Adjoining Property consists of an area which is contiguous to the Project Site, and which is comprised of 2.20 acres, more or less, as generally described in the site map attached hereto as Exhibit "D-1" and incorporated herein by this reference ("First Amended Adjoining Property Site Depiction").

The Parties agree that Exhibit "C" and Exhibit "D" to the Agreement are hereby deleted and Exhibit "C-1" and Exhibit "D-1" attached to this Amendment are hereby substituted in lieu thereof.

2. Section 4(b) of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

(b) KMA is a nonprofit corporation duly organized and validly existing in the State of Nevada, and is a "corporation for public benefit" as defined in NRS 268.5165. The President of KMA is Zaven Khachaturian, and the Secretary of KMA is Sig Rogich. The Treasurer of KMA is Michael Severino, and the Chairman of the Board of Directors of KMA is Larry Ruvo. KMA is a tax-exempt organization as defined by Section 501(c)(3) of the Internal Revenue Code of 1986.

3. Section 11 (a) of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

(a) Provided that no Party is in default under this Agreement and all conditions precedent (including those set forth in Section 6 of this Agreement) to such conveyance have occurred, been satisfied, or waived, the consummation of the sale, purchase and conveyance to KMA of title to the Site (the "Closing") shall be completed on or prior to but no later than April 30, 2007 (the "Closing Date"), unless extended specifically in accordance with Section 26 of this Agreement. CP and KMA agree to perform all acts necessary to convey title in sufficient time for title to be conveyed in accordance with the foregoing provision.

4. Section 15(a)(i) of the Agreement and Section 15(a)(ii) of the Agreement are deleted in their entirety and the following is substituted in lieu thereof:

- (i) Except for the replacement of existing street light poles on Bonneville Avenue as required by the City's conditions of approval for Site Development Plan Review Case Number SDR-15042, CP or the City shall install or cause to be installed all streets, utilities and any other improvements offsite to Site necessary to construct and operate the Project, including, without limitation, electric, gas, sewer, telephone, cable and water, after consultation with KMA and general contractor. The utilities shall be stubbed to the Site boundaries. Without limiting the foregoing, CP and or the City shall ensure that there is meaningful ingress to and egress from the Site by causing joint access easements which (1) will specify access over such easement shared with the owner of the Adjoining Property; (2) allow construction of temporary handicapped parking, and permanent structured parking or improvements related to structured parking beneath such easement; and (3) allow above such easements the construction of bollards, landscaping, sidewalk, or other related improvements which do not inhibit vehicular ingress to, or egress from the structured parking, the Grand Central Parkway right-of-way, or the "Promenade" right-of-way which shall be installed by CP or the City.
- (ii) In consideration of the environmental reports, identified in Exhibit "K" ("Environmental Disclosure Documents") applicable to the Site and the Adjoining Property, the City shall perform or cause to be performed the remediation work set forth in Exhibit "L-1", attached hereto and incorporated herein by this reference ("First Amended Project Environmental Management"). In addition, the City shall use commercially reasonable efforts to add KMA as additional insured on each and every environmental insurance policy issued to the City and/or CP at the earlier of (i) the date KMA acquires the Site, (ii) the Closing Date, or (iii) as soon as practicable after KMA notifies the City that such insurance is necessary for KMA to obtain the Credit Enhancement. KMA shall remain an additional insured on any policies to which the City's or CP's insurers have issued an endorsement naming KMA as an additional insured until such time as the City issues the Certificate of Occupancy.

5. Section 15(b) of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

- (b) CP shall provide offsite parking as follows:

(i) City agrees initially to provide surface parking in Union Park for a minimum of 350 parking spaces (the "Surface Parking") in that area designated as Parcel A, Parcel K, Parcel L, or any combination of Parcel A, Parcel K, and Parcel L, as graphically depicted on Exhibit "M-1" ("First Amended Location of Initial Parking Facilities") attached hereto. No less than 350 of the parking spaces located on the

Surface Parking shall be designated for exclusive use by KMA during daytime, business hours (8:00 A.M. to 5:00 P.M. P.D.T. or P.S.T., as applicable, Monday through Friday, inclusive) without metered or other charges for use by KMA and the occupants and visitors to the Project, and of those parking spaces forty (40) spaces shall be covered parking spaces designated for exclusive use by KMA 24-hours per day, seven days a week (the "KMA Parking Spaces"), without metered or other charges. KMA shall be responsible for the sole cost of providing any covered parking improvements to the covered parking spaces above any beyond the installation of asphalt, striping, curb stops, and any related lighting, landscaping or irrigation. KMA may use the remainder of the Surface Parking on a non-exclusive basis with other users within Union Park. Use of the Surface Parking will be subject to reasonable rules and regulations as determined by City, provided that no such rules or regulations may conflict with any of the provisions of this Agreement, or impair any rights afforded to KMA by this Agreement. Except for the covered parking stalls to be installed at the expense of KMA, the Surface Parking shall be maintained in good condition and repair by City at City's sole cost and expense. For so long as the Surface Parking is located on land owned by CP, CP will submit or join with KMA in any application for permits or other approvals necessary to enable KMA to utilize the parking spaces, including the covered parking spaces, as and in the manner set forth in this Subsection 15(b).

(ii) KMA hereby agrees that, as construction and development of other portions of Union Park progress, City shall have the right to relocate the use of all or a portion of the Surface Parking, provided that City gives KMA a minimum, advance written notice of ninety (90) days before such relocation, and provided that such relocation is necessary for such construction and development to progress. In the event City exercises its right to relocate the Surface Parking, then City shall provide substitute surface parking or parking in nonresidential, privately owned parking garages within Parcel A, Parcel B, or Parcel J of Union Park, as determined by City and to the extent that such parking is commercially available. Notwithstanding the foregoing, if CP and/or the City is contractually obligated to convey those parcels to one or more third parties at the time of the proposed relocation, then City shall provide KMA with substitute parking on that portion of Union Park or that portion of real property that is within 200 linear feet of Union Park, that is closest to the Site and is available for the intended use.

(iii) The obligation of CP to provide Surface Parking is limited to a specific term which commences on the date on which the Project receives a Temporary Certificate of Occupancy ("Surface Parking Commencement Date"), and which terminates on the earlier of (a) the date on which KMA exercises its First Right of Refusal as defined in Section 24 hereinafter; (b) the date on which the University acquires title to the Adjoining Property; or (c) sixty (60) months following completion of the Project ("Surface Parking Termination Date"). Prior to the Surface Parking Termination Date, the City and/or CP shall provide or cause to be provided substitute parking through either: (x) provision of shared parking in Parcel A with the University, at the sole expense of either KMA or the University; (y) provision of parking in Parcel A, at the sole expense of KMA and following execution of the First Right of Refusal as

defined in Section 24 hereinafter; or (z) provision of parking in Parcel A with a third party organization at the sole expense of either KMA or the third party organization.

6. Section 26 of the Agreement is deleted in its entirety and is amended to read as follows:

26. EASEMENT ON ADJOINING PROPERTY

Pursuant to Section 3.14 of the Declaration, CP shall grant an easement on that portion of the Adjoining Property described as Exhibit "N-1" for providing initial handicapped parking to the Site and for providing ingress and egress to the Site ("Adjoining Property Eastern Easement Legal Description"). CP agrees to grant to KMA such easements in a manner which shall give KMA nonexclusive pedestrian and vehicular access over such easement, and which shall allow KMA and CP to construct certain improvements necessary to provide vehicular access and pedestrian access to the Site and the Adjoining Property. Notwithstanding the foregoing, CP shall reserve for CP, its affiliates or assigns from the grant of easements the right to construct limited above-grade improvements which shall comply with the Union Park Design Standards approved by the City pursuant to Site Development Plan Review SDR-16267 ("Union Park Design Standards"), and the rights above and under such easement for the purpose of constructing improvements necessary for below-grade structured parking, including but not limited to footings, pilings, soil nails, or other material or improvements needed to construct such parking below-grade.

In addition, KMA agrees that the Deed shall contain a reservation of easements in favor of CP, its affiliates, or its assigns granting access to the Site in connection with the construction and operation of a below grade structured parking garage on the Adjoining Property to construct soil nails, or other improvements or material needed to stabilize the soil below the existing grade of the Site in connection with the construction of such below grade parking garage. Such reserved easement shall not exceed sixteen (16) linear feet perpendicular to the property line which demarcates the Site and the Adjoining Property. CP and KMA agree that during construction of Project on the Site, or during construction of improvements on the Adjoining Property, that either CP or KMA may lose partial access or complete access to such easement during such construction.

The approximate 100' x 100' courtyard, with a pedestrian court and vehicle turnaround described in the Union Park Design Standards shall be specifically described and incorporated by reference in the easement, and the design and uses for such courtyard shall not be amended without the written consent of KMA, which consent shall not unreasonably be withheld.

With respect to any above and/or below grade uses within the easement, CP and KMA agree that no above-grade parking structure and/or above-grade building structure is allowed above the easement, and that any above-grade easement improvements are limited to site improvements such as bollards, sidewalks, and landscaping as described in the Union Park Design Standards, which shall not be amended with respect to the uses on

the easement without the written consent of KMA, which consent shall not unreasonably be withheld.

With respect to any below-grade supports on the KMA property for a possible parking structure on Parcel A2, the reserved easement to CP shall not in any manner allow any temporary or permanent construction that will in any way undermine, damage or affect adversely the foundation and support structure of the KMA building. CP agrees that KMA shall be included in the planning and design of any such parking structure and provided with written materials sufficient for KMA to evaluate the effect of the below-grade supports on the KMA building.

Notwithstanding the foregoing, CP and KMA agree that, prior to the Closing Date (April 30, 2007), CP and KMA shall meet to address concerns that each might have on the effects of the foregoing provisions on the development of the Site (Parcel A1) and the Adjoining Property (Parcel A2), and if no mutually-acceptable resolution is achieved, then KMA may request an additional 60-day extension of the Closing Date, and CP agrees not to unreasonably withhold its consent to such additional extension.

KMA agrees to construct at its expense the sidewalk on the Northern side of the Site as required by the approval in Site Development Plan Review 15042 on the Adjoining Property. CP agrees to record pedestrian access easements over such sidewalk as required by such approval and to the extent required by the Las Vegas Municipal Code.

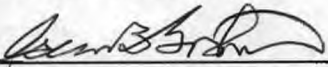
7. Exhibit "A" is hereby deleted in its entirety and Exhibit "A-1" attached hereto is substituted in lieu thereof.
8. Exhibit "B" is hereby deleted in its entirety.
9. Exhibit "E" is hereby deleted in its entirety and Exhibit "E-1" attached hereto is substituted in lieu thereof.
10. Exhibit "F" is hereby deleted in its entirety and Exhibit "F-1" attached hereto is substituted in lieu thereof.
11. Exhibit "G" is hereby deleted in its entirety and Exhibit "G-1" attached hereto is substituted in lieu thereof.
12. Exhibit "H" is hereby deleted in its entirety and Exhibit "H-1" attached hereto is substituted in lieu thereof.
13. Exhibit "I" is hereby deleted in its entirety and Exhibit "I-1" attached hereto is substituted in lieu thereof.
14. Exhibit "J" to the Agreement is hereby deleted in its entirety and Exhibit "J-1" attached hereto is substituted in lieu thereof.

15. Full Force and Effect. Except to the extent expressly amended herein, the Agreement shall remain in full force and effect without amendment or modification.
16. Effective Date. The effective date of this First Amendment ("First Amendment Effective Date") shall be the date on which the Las Vegas City Council approves this First Amendment and authorizes its execution by the City Parties.
17. Section Headings. The section headings contained in this Amendment are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

{The remainder of this page is left intentionally blank.}

18. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

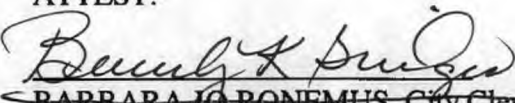
CITY OF LAS VEGAS ("City")

By: 
Oscar B. Goodman, Mayor Date

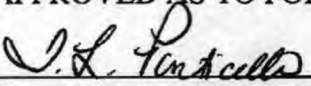
CITY PARKWAY V, INC. ("CP")

By: 
Douglas A. Selby, President Date

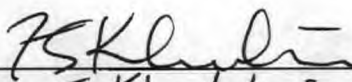
ATTEST:


BARBARA JO RONEMUS, City Clerk
By: Beverly K. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM:

 12/12/06
Teresita L. Ponticello, Deputy City Attorney Date

KEEP MEMORY ALIVE, a Nevada nonprofit corporation
("KMA")

By:  12/29/06
Zaven S. Khachatryan, President

Union Park
Newland Communities • City of Las Vegas
UPDATED MASTER PLAN

EXHIBIT "C-1" - Page 1 of 2
FIRST AMENDED SITE LEGAL DESCRIPTION

Date 08-29-06
Name CMP/SH:
APN: Portion of 139-34-110-003

UNION PARK PARCEL A1
Exhibit 'A'

Explanation

This legal description has been constructed from record information for use in the preparation of a development agreement and is not intended for the purpose of subdividing land in a manner not in accordance with Nevada Revised Statutes.

Legal Description

A portion of Lot 5 of Parkway Center Commercial Subdivision, recorded August 13, 1992 in Book 53, Page 61 of Plats, on file in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 33, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Grand Central Parkway and Bonneville Avenue as shown on the aforementioned plat of Parkway Center; thence along said centerline of Grand Central Parkway, North 03°50'03" West, 82.75 feet; thence departing said Grand Central Parkway centerline, North 86°09'57" East, 50.00 feet to the easterly right-of-way line of said Grand Central Parkway, and to the **Point of Beginning**; thence along said easterly right-of-way of Grand Central Parkway North 03°50'03" West, 126.56 feet, to the beginning of a curve, concave to the east, having a radius of 450.00 feet; thence northerly along said curve, through a central angle of 27°17'58", an arc length of 214.41 feet; thence departing said easterly right-of-way, South 62°20'53" East, 392.01 feet; thence South 18°28'06" West, 13.94 feet; thence South 17°53'58" West, 110.07 feet to the beginning of a curve, concave to the northwest, having a radius of 30.00 feet; thence southwesterly along said curve, through a central angle of 63°13'14", an arc length of 33.10 feet to the northerly right-of-way line of Bonneville Avenue as shown on the aforementioned plat of Parkway Center; thence along said northerly right-of-way line of Bonneville Avenue, South 81°14'30" West, 281.74 feet to the beginning of a non-tangent curve, concave to the northeast, having a radius of 30.00 feet, from which beginning the radius bears North 08°28'52" West; thence northwesterly along said curve, through a central angle of 94°38'49", an arc length of 49.56 feet to the **Point of Beginning**.

Containing 2.13 acres.

Basis of Bearing

North 81°09'57" East, being the bearing of a portion of the centerline of Bonneville Avenue, as shown by that certain map of Parkway Center Commercial Subdivision, recorded August 13, 1992 in Book 53, Page 61 of Plats, on file in the Clark County Recorder's Office, Clark County, Nevada.

(See Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.

Myron A. Jasmann, PLS
Professional Land Surveyor
Nevada License No. 14113



P:\Active Projects\410.128_Legal\410128LE-A1.doc • Page 1 of 2



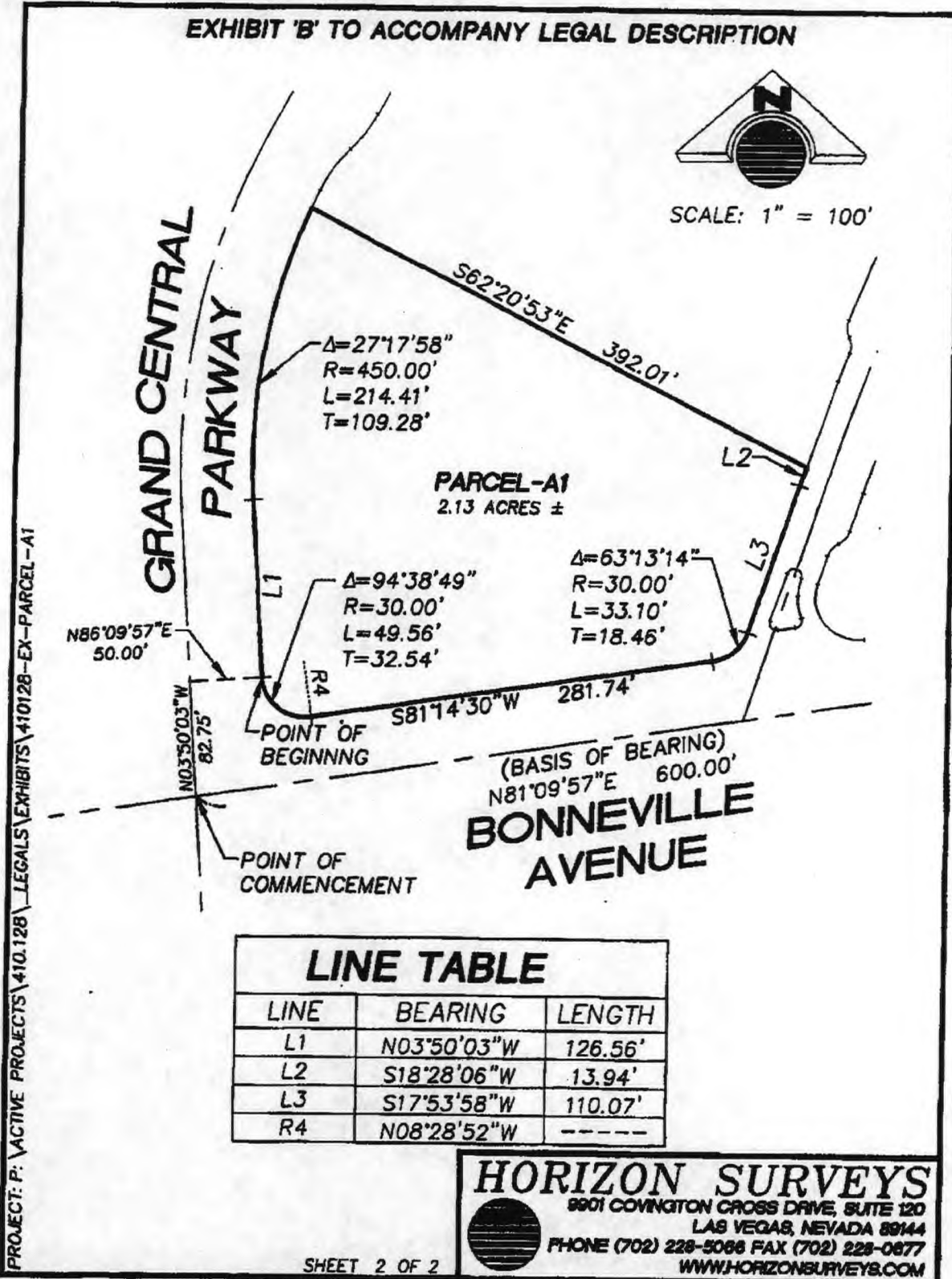
Horizon Surveys

8901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5088 • (702)228-0677 • www.horizonsurveys.com

8-30-06

EXHIBIT "C-1" - Page 2 of 2
FIRST AMENDED SITE LEGAL DESCRIPTION

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



UNION PARK
DATED 08-01-06

PARCEL TABLE

	AREA (SQ. FT.)	AREA (AC.)	AREA (SQ. FT.)	AREA (AC.)
PARCEL A	10,100	0.23	10,100	0.23
PARCEL B	10,100	0.23	10,100	0.23
PARCEL C	10,100	0.23	10,100	0.23
PARCEL D	10,100	0.23	10,100	0.23
PARCEL E	10,100	0.23	10,100	0.23
PARCEL F	10,100	0.23	10,100	0.23
PARCEL G	10,100	0.23	10,100	0.23
PARCEL H	10,100	0.23	10,100	0.23
PARCEL I	10,100	0.23	10,100	0.23
PARCEL J	10,100	0.23	10,100	0.23
PARCEL K	10,100	0.23	10,100	0.23
PARCEL L	10,100	0.23	10,100	0.23
PARCEL M	10,100	0.23	10,100	0.23
PARCEL N	10,100	0.23	10,100	0.23
PARCEL O	10,100	0.23	10,100	0.23
PARCEL P	10,100	0.23	10,100	0.23
PARCEL Q	10,100	0.23	10,100	0.23
PARCEL R	10,100	0.23	10,100	0.23
PARCEL S	10,100	0.23	10,100	0.23
PARCEL T	10,100	0.23	10,100	0.23
PARCEL U	10,100	0.23	10,100	0.23
PARCEL V	10,100	0.23	10,100	0.23
PARCEL W	10,100	0.23	10,100	0.23
PARCEL X	10,100	0.23	10,100	0.23
PARCEL Y	10,100	0.23	10,100	0.23
PARCEL Z	10,100	0.23	10,100	0.23

Exhibit "D-1" - First Amended Adjoining Property Site Depiction

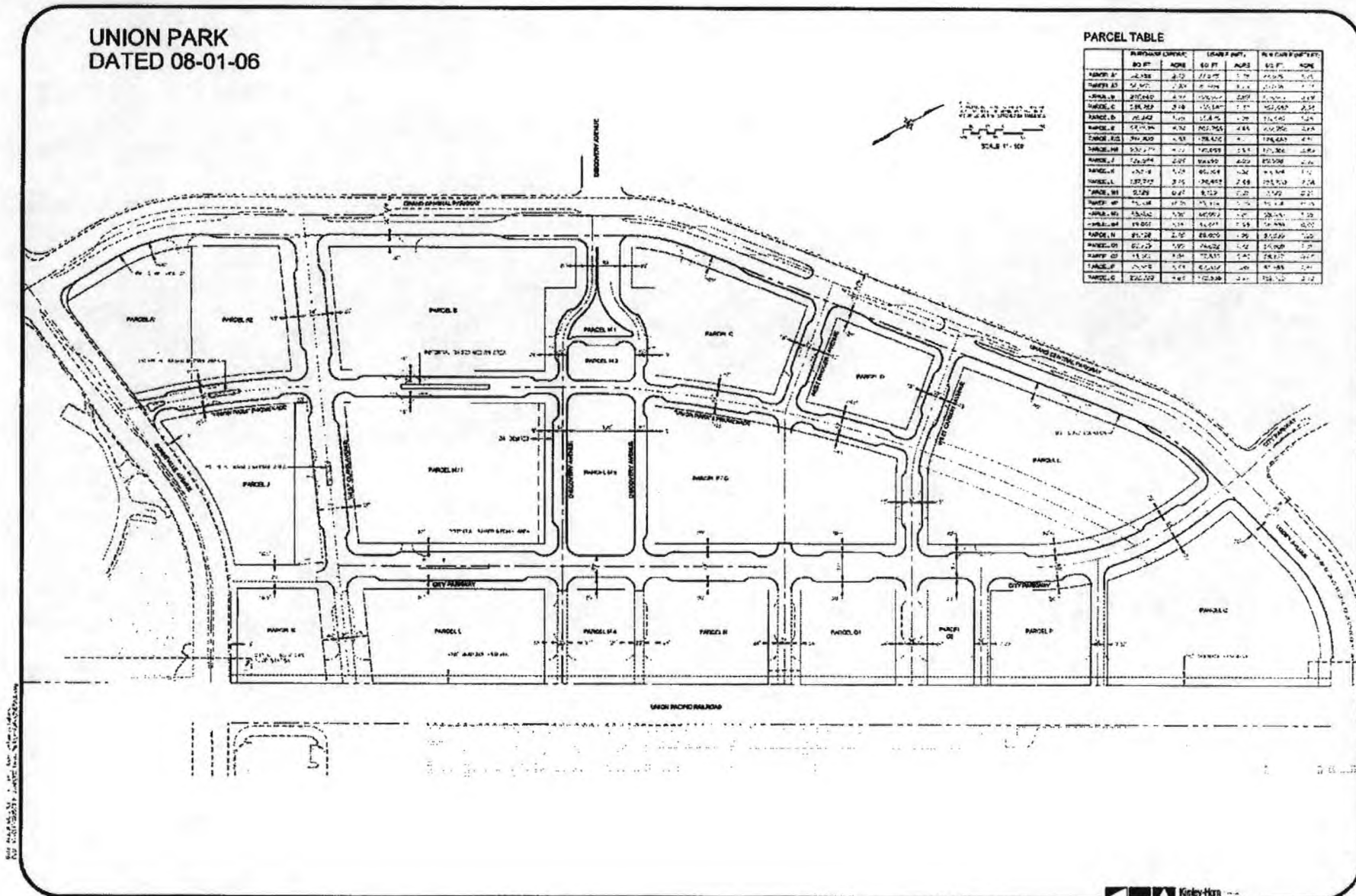


Exhibit "E-1" – First Amended Disclosure of Principals

Page 1 of 4

CERTIFICATE**DISCLOSURE OF OWNERSHIP/PRINCIPALS****1. Definitions**

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Exhibit "E-1" - First Amended Disclosure of Principals

Page 2 of 4

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
Name	Keep Memory Alive
Address	9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117
Telephone	702-263-9797
EIN or DUNS	88-0515534

Block 2	Description
Subject Matter of Contract/Agreement	<u>Terms of conveyance of land to non-profit corporation, development and operation of Alzheimer's disease outpatient care and research facility in Union Park, financing in whole or in part with Economic Development Revenue Bonds</u>
	Exclusive Negotiation Agreement
RFP	N/A

Block 3	Type of Business
☐ Individual	☒ Partnership
☐ Limited Liability Company	☒ (Non-profit) Corporation

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Dr. Zaven S. Khachaturian President/Director	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9787
2.	Sig Rogich Secretary/Director	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
3.	Michael Severino Treasurer/Director	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
4.	Larry Ruvo Chairman, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
5.	Lovee Arum Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
6.	Dr. Charlie Bernick	c/o Keep Memory Alive	702-263-9797

[June 2000]

Exhibit "E-1" - First Amended Disclosure of Principals

Page 3 of 4

	Member, Board of Directors	9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	
7.	Teresa Ferlitta Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
8.	Camille Ruvo Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
9.	Danny Gutwald Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
10.	Paul Steelman Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
11.	Dr. David Steinberg Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
12.	Rollie Sturm Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
13.	Dr. Leon Thal Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
14.	Madison Graves Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
15.	Kenneth Epstein Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
16.	Dr. Nancy Wexler Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
17.	Lynette Boggs McDonald Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
18.	Dan Otter Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797
19.	Jerome F. Snyder Member, Board of Directors	c/o Keep Memory Alive 9101 W. Sahara Avenue PMB 105-177 Las Vegas, NV 89117	702-263-9797

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: None

[June 2000]

Exhibit "E-1" - First Amended Disclosure of Principals
Page 4 of 4**Block 5: Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: N/ADate of Attached Document: N/A Number of Pages: N/A

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Michael A. Severino
Name
Dec. 12, 2006
Date

Subscribed and sworn to before me this 12th
day of December, 2006

December, 2006.

Tillie A. Florence
Notary Public



EXHIBIT "F-1"
FIRST AMENDED GRANT, BARGAIN AND SALE DEED

Recording Requested by:

Keep Memory Alive

After Recordation, Mail to:

Keep Memory Alive
c/o President
9101 W. Sahara Avenue
Post Mail Box 105-177
Las Vegas, NV 89117

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, City Parkway V, Inc. a Nevada not-for-profit corporation (herein the "Grantor"), hereby grants, bargains and sells to Keep Memory Alive, a Nevada not-for-profit corporation (herein the "Grantee"), all right, title and interest in the real property (the "Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The Property is conveyed pursuant to an agreement for Disposition And Development Agreement (the "Agreement") of the Property entered into by and between Grantor and Grantee and dated _____. The conveyance herein is subject to the terms, covenants and conditions set forth in the Agreement, as amended by the First Amendment to the Disposition and Development Agreement dated _____.

2. The Agreement provides, among other things, that Grantee's use, occupation and development of the Property is subject to compliance with certain covenants, restrictions and obligations and that Grantee's failure to perform thereunder may result in Grantor's exercising its rights to repurchase, re-enter and repossess as set forth in said Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid or limit any mortgage, deed of trust or other security instrument permitted by the Agreement.

3. The absence from this Deed of the covenants, restrictions and obligations contained in the Agreement shall not work as a merger thereof into this Deed to the exclusion of said covenants, restrictions and obligations.

EXHIBIT "F-1"
FIRST AMENDED GRANT, BARGAIN AND SALE DEED

(cont.)

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.

5. The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

6. This Deed may be signed in two (2) counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same Deed.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed this _____ day of _____, 2007.

City Parkway V, Inc

DOUGLAS A. SELBY, President

"GRANTOR"

Approved as to form:

Date

ATTEST:

BARBARA JO RONEMUS, City Clerk

State of Nevada)
) :ss
County of Clark)

EXHIBIT "F-1"
FIRST AMENDED GRANT, BARGAIN AND SALE DEED

(cont.)

This instrument was acknowledged before me, a notary public, on this _____ day of _____, 2007 by DOUGLAS A. SELBY, as President of City Parkway V, Inc., Grantor.

Notary Public

State of Nevada)
) ss:
County of Clark)

This instrument was acknowledged before me, a notary public, on this day _____ day of _____, 2007 by _____, as President of Keep Memory Alive, Grantee.

Notary Public

Date 08-29-06
Name CMP/SH:
APN: Portion of 139-34-110-003

UNION PARK PARCEL A1
Exhibit 'A'

Explanation

This legal description has been constructed from record information for use in the preparation of a development agreement and is not intended for the purpose of subdividing land in a manner not in accordance with Nevada Revised Statutes.

Legal Description

A portion of Lot 5 of Parkway Center Commercial Subdivision, recorded August 13, 1992 in Book 53, Page 61 of Plats, on file in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 33, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Grand Central Parkway and Bonneville Avenue as shown on the aforementioned plat of Parkway Center; thence along said centerline of Grand Central Parkway, North 03°50'03" West, 82.75 feet; thence departing said Grand Central Parkway centerline, North 86°09'57" East, 50.00 feet to the easterly right-of-way line of said Grand Central Parkway, and to the **Point of Beginning**; thence along said easterly right-of-way of Grand Central Parkway North 03°50'03" West, 126.56 feet, to the beginning of a curve, concave to the east, having a radius of 450.00 feet; thence northerly along said curve, through a central angle of 27°17'58", an arc length of 214.41 feet; thence departing said easterly right-of-way, South 62°20'53" East, 392.01 feet; thence South 18°28'06" West, 13.94 feet; thence South 17°53'58" West, 110.07 feet to the beginning of a curve, concave to the northwest, having a radius of 30.00 feet; thence southwesterly along said curve, through a central angle of 63°13'14", an arc length of 33.10 feet to the northerly right-of-way line of Bonneville Avenue as shown on the aforementioned plat of Parkway Center; thence along said northerly right-of-way line of Bonneville Avenue, South 81°14'30" West, 281.74 feet to the beginning of a non-tangent curve, concave to the northeast, having a radius of 30.00 feet, from which beginning the radius bears North 08°28'52" West; thence northwesterly along said curve, through a central angle of 94°38'49", an arc length of 49.56 feet to the **Point of Beginning**.

Containing 2.13 acres.

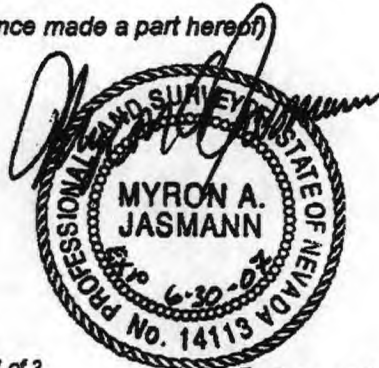
Basis of Bearing

North 81°09'57" East, being the bearing of a portion of the centerline of Bonneville Avenue, as shown by that certain map of Parkway Center Commercial Subdivision, recorded August 13, 1992 in Book 53, Page 61 of Plats, on file in the Clark County Recorder's Office, Clark County, Nevada.

(See Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.

Myron A. Jasmann, PLS
Professional Land Surveyor
Nevada License No. 14113



P:\Active Projects\410.128_Legals\410128LE-A1.doc • Page 1 of 2



Horizon Surveys

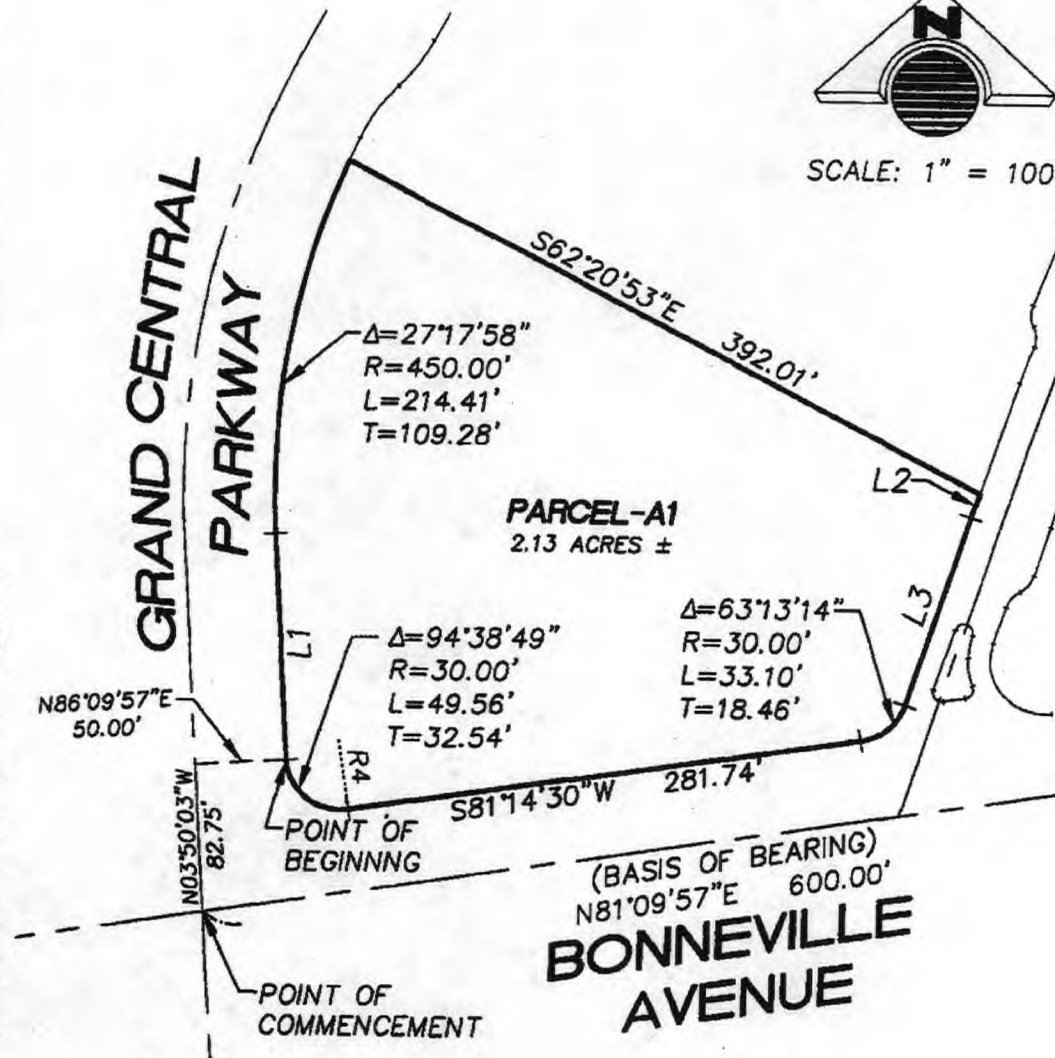
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1" = 100'

PROJECT: P:\ACTIVE PROJECTS\410.128\LEGALS\EXHIBITS\410128-EX-PARCEL-A1



LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	126.56'
L2	S18°28'06"W	13.94'
L3	S17°53'58"W	110.07'
R4	N08°28'52"W	-----

HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 120

LAS VEGAS, NEVADA 89144

PHONE (702) 228-5086 FAX (702) 228-0677

WWW.HORIZONSURVEYS.COM

EXHIBIT "G-1"
FIRST AMENDED QUITCLAIM DEED

Recorded at the Request of:

City Parkway V, Inc.
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

Send Recorded Document to:

City Parkway V, Inc.
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Keep Memory Alive, a Nevada not-for-profit corporation, does hereby REMISE, RELEASE AND QUITCLAIM to City Parkway V, Inc., the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenement, hereditament, appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2007.

Keep Memory Alive

By: _____
_____, President

Approved as to form:

Date

ACKNOWLEDGEMENT

State of Nevada)
)ss.
County of Clark)

On this _____ day of _____, 2007, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the President of Keep Memory Alive, and she acknowledged to me she executed the same for and on behalf of Keep Memory Alive, and that she executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said
County and State

Date 08-29-06
Name CMP/SH:
APN: Portion of 139-34-110-003

UNION PARK PARCEL A1
Exhibit 'A'

Explanation

This legal description has been constructed from record information for use in the preparation of a development agreement and is not intended for the purpose of subdividing land in a manner not in accordance with Nevada Revised Statutes.

Legal Description

A portion of Lot 5 of Parkway Center Commercial Subdivision, recorded August 13, 1992 in Book 53, Page 61 of Plats, on file in the Clark County Recorder's Office, Clark County, Nevada, lying within the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 33, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the centerline intersection of Grand Central Parkway and Bonneville Avenue as shown on the aforementioned plat of Parkway Center; thence along said centerline of Grand Central Parkway, North 03°50'03" West, 82.75 feet; thence departing said Grand Central Parkway centerline, North 86°09'57" East, 50.00 feet to the easterly right-of-way line of said Grand Central Parkway, and to the **Point of Beginning**; thence along said easterly right-of-way of Grand Central Parkway North 03°50'03" West, 126.56 feet, to the beginning of a curve, concave to the east, having a radius of 450.00 feet; thence northerly along said curve, through a central angle of 27°17'58", an arc length of 214.41 feet; thence departing said easterly right-of-way, South 62°20'53" East, 392.01 feet; thence South 18°28'06" West, 13.94 feet; thence South 17°53'58" West, 110.07 feet to the beginning of a curve, concave to the northwest, having a radius of 30.00 feet; thence southwesterly along said curve, through a central angle of 63°13'14", an arc length of 33.10 feet to the northerly right-of-way line of Bonneville Avenue as shown on the aforementioned plat of Parkway Center; thence along said northerly right-of-way line of Bonneville Avenue, South 81°14'30" West, 281.74 feet to the beginning of a non-tangent curve, concave to the northeast, having a radius of 30.00 feet, from which beginning the radius bears North 08°28'52" West; thence northwesterly along said curve, through a central angle of 94°38'49", an arc length of 49.56 feet to the **Point of Beginning**.

Containing 2.13 acres.

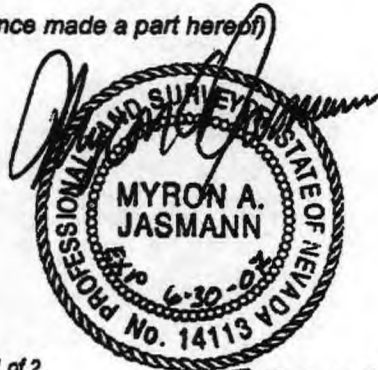
Basis of Bearing

North 81°09'57" East, being the bearing of a portion of the centerline of Bonneville Avenue, as shown by that certain map of Parkway Center Commercial Subdivision, recorded August 13, 1992 in Book 53, Page 61 of Plats, on file in the Clark County Recorder's Office, Clark County, Nevada.

(See Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.

Myron A. Jasmann, PLS
Professional Land Surveyor
Nevada License No. 14113



P:\Active Projects\410.128\Legals\410128LE-A1.doc • Page 1 of 2



Horizon Surveys

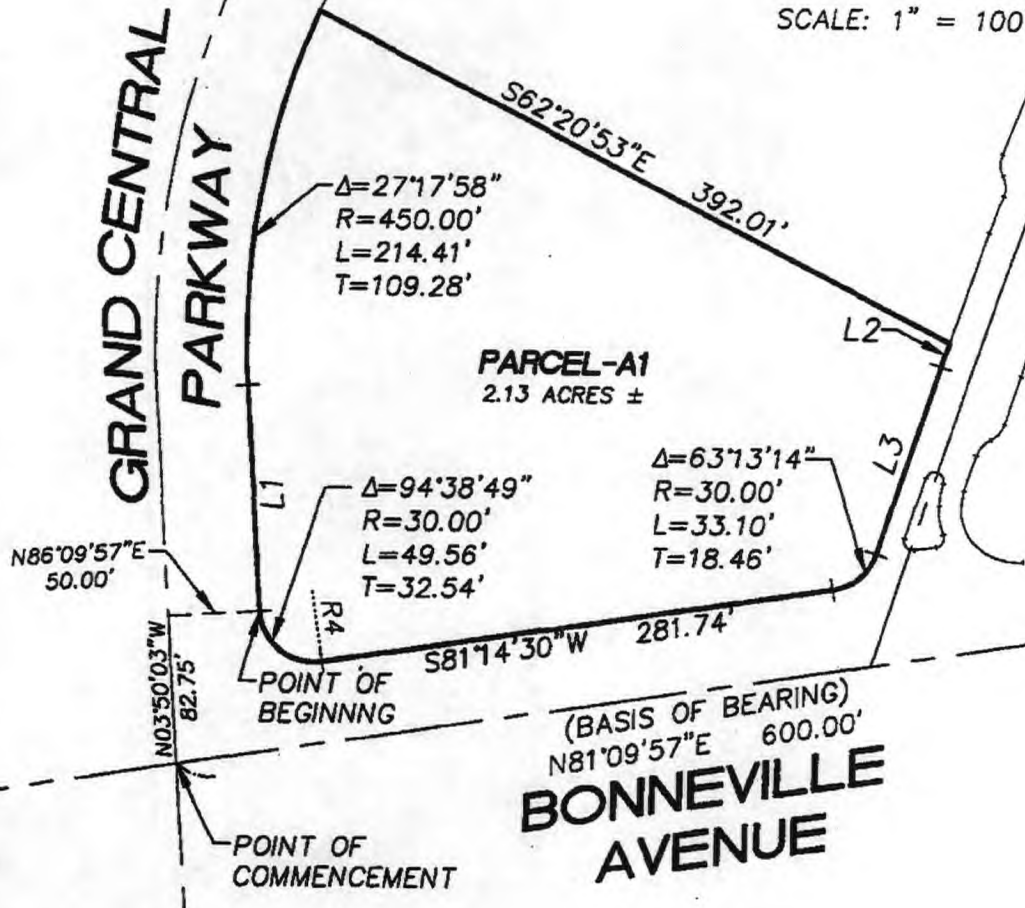
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8-30-06

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1" = 100'



LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	126.56'
L2	S18°28'06"W	13.94'
L3	S17°53'58"W	110.07'
R4	N08°28'52"W	-----

HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 120

LAS VEGAS, NEVADA 89144

PHONE (702) 228-5066 FAX (702) 228-0677

WWW.HORIZONSURVEYS.COM



EXHIBIT H-1
FIRST AMENDED IRREVOCABLE ESCROW INSTRUCTIONS

City Parkway V, Inc
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

_____, 2007

Re: Escrow No. _____

Dear Sir or Madam:

_____, President of KEEP MEMORY ALIVE, (the "Developer"), one of the undersigned, has entered into that certain real property Disposition and Development Agreement ("Agreement") dated _____ and as amended by the First Amendment to the Disposition and Development Agreement dated _____, with City Parkway V, Inc. and the City of Las Vegas (the "City"), the other parties to these instructions, providing for conveyance of a certain parcel of real property (the "Site").

The Site is the subject of this escrow and is described in the accompanying quitclaim deed (the "Quitclaim Deed").

Section 6 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be executed by Developer and delivered to you to hold until such time that you receive notice of default by City or notice of completion by Developer. Conditions of default are if KMA has not performed the following:

(i) KMA shall have submitted an Economic Development Revenue Bond application to the City, with a copy of the application or other evidence of submission to CP; and

(ii) KMA shall have completed a Site Development Plan for the Project, as defined in Section 7 below, at its sole cost and expense; and

(iii) KMA shall have submitted documentation indicating that it has sufficient tax-exempt status required for issuance of the Bonds by the City; and

(iv) KMA shall have submitted documentation indicating that it has the proper zoning required by the City to construct the Project; and

(v) KMA shall have submitted documentation to CP indicating that KMA has achieved, either through its own credit or through a credit enhancer, an investment-grade credit rating of "BBB" or better as rated by Fitch Ratings Ltd., or comparable credit rating ("Investment-Grade Credit Rating"); and

(vi) KMA shall have submitted documentation, to the reasonable satisfaction of CP, that sufficient funds will be generated from the issuance of the Bonds or from one or more other sources to fund the construction of the Project through completion; and

(vii) KMA shall have executed and delivered to CP the Quitclaim Deed and the Irrevocable Escrow Instructions.

In the event that you receive from the City notice certifying that a copy of it has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the City's remedy in Section 6 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of 20 (twenty) days after receipt of said notice record the Quitclaim Deed.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of 20 (twenty) days after receipt of said notice return the Quitclaim Deed to the Developer, unless during the 20 (twenty) day period, the City objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the City's power of termination with respect to the Site has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

SIGNATURES ON FOLLOWING PAGES

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Approved as to form:

Date

Attest:

BARBARA JO RONEMUS, City Clerk

CITY PARKWAY V, INC

By: _____
DOUGLAS A. SELBY, President

KEEP MEMORY ALIVE

By: _____
_____, President

_____, on behalf of _____, hereby accepts and
agrees to carry out these escrow instructions.

(Name of Title Company)

By : _____

Print Name: _____

QUITCLAIM DEED

Recorded at the Request of:

City Parkway V, Inc.
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

Send Recorded Document to:

City Parkway V, Inc
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Keep Memory Alive, a Nevada not-for-profit corporation, does hereby REMISE, RELEASE AND QUITCLAIM to City Parkway V, Inc., the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenement, hereditament, appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2007.

Keep Memory Alive

By: _____
_____, President

Approved as to form:

Date

ACKNOWLEDGEMENT

State of Nevada)
)ss.
County of Clark)

On this _____ day of _____, 2007, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the President of Keep Memory Alive, and she acknowledged to me she executed the same for and on behalf of Keep Memory Alive, and that she executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said
County and State

Date 08-29-06
Name CMP/SH:
APN: Portion of 139-34-110-003

UNION PARK PARCEL A1
Exhibit 'A'

Explanation

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Legal Description

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Containing 2.13 acres.

Basis of Bearing

North 81°09'57" East, being the bearing of a portion of the centerline of Bonneville Avenue, as shown by that certain map of Parkway Center Commercial Subdivision, recorded August 13, 1992 in Book 53, Page 61 of Plats, on file in the Clark County Recorder's Office, Clark County, Nevada.

(See Exhibit 'B' attached hereto and by this reference made a part hereof)

End of description.

Myron A. Jasmann, PLS
Professional Land Surveyor
Nevada License No. 14113



P:\Active Projects\410.128\Legals\410128LE-A1.doc • Page 1 of 2



Horizon Surveys

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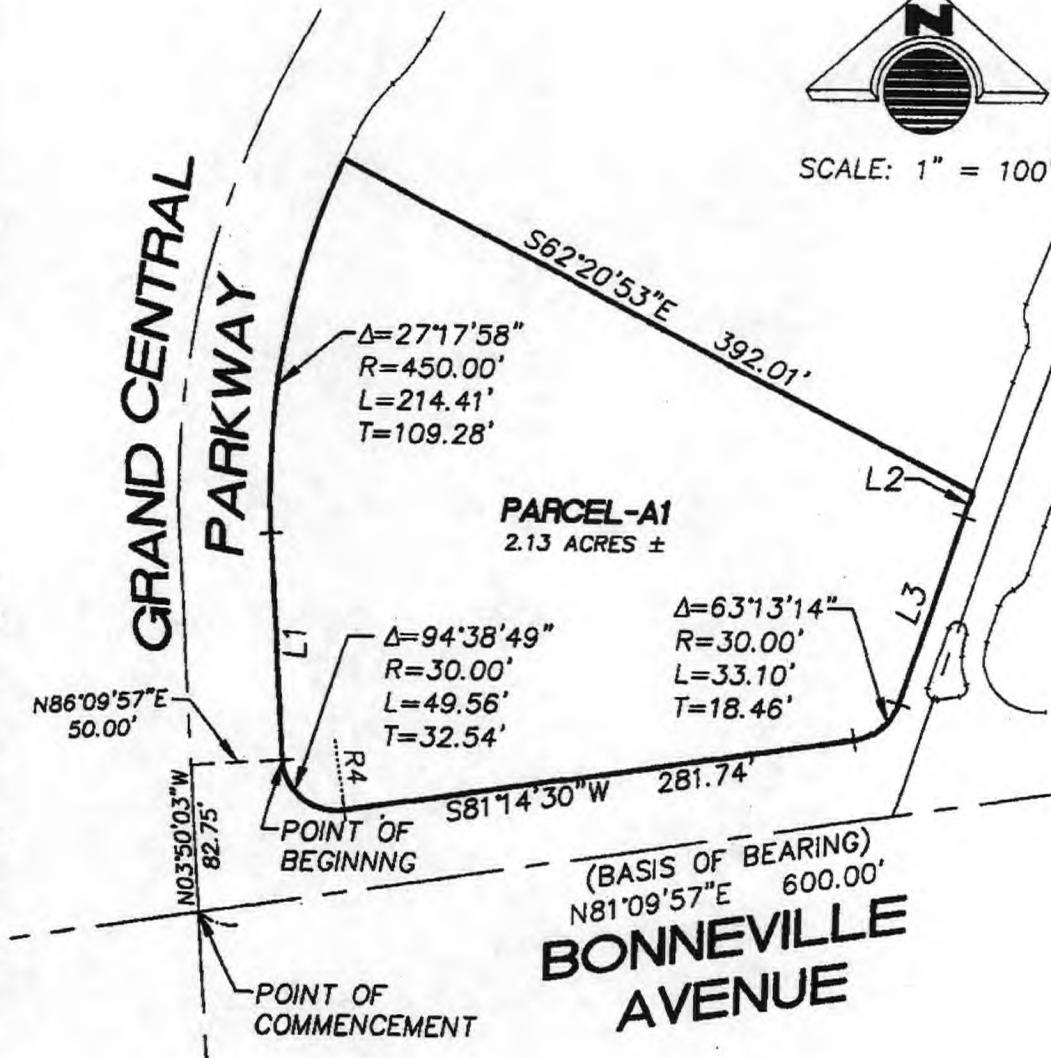
8-30-06

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



SCALE: 1" = 100'

PROJECT: P:\ACTIVE PROJECTS\410.128\LEGALS\EXHIBITS\410128-EX-PARCEL-A1



LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	126.56'
L2	S18°28'06"W	13.94'
L3	S17°53'58"W	110.07'
R4	N08°28'52"W	-----

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702) 228-5066 FAX (702) 228-0677
WWW.HORIZONSURVEYS.COM

Exhibit "I-1"

First Amended Development Schedule

Lou Ruvo Brain Institute

Date: 12/12/06

- **Effective Date of Agreement: February 1, 2006**
- **Feasibility Review (180 days from Effective Date of Agreement): February 1, 2006 through July 31, 2006**
- **Concept Drawings: Completed**
- **Second Drawing Submission: Completed**
- **KMA Acquisition of Site: April 30, 2007**
- **Commencement of Construction: Within 12 months after acquisition of Site, no later than April 30, 2008.**
- **Substantial Completion of Construction: Within 28 months after commencement of construction – Deadline of October 31, 2008 through August 31, 2010 pending commencement of construction**

EXHIBIT "J-1"

To First Amendment to Disposition and Development Agreement

Development Declaration, Parking Agreement and Right of First Refusal

THIS DEVELOPMENT DECLARATION, PARKING AGREEMENT AND RIGHT OF FIRST REFUSAL ("Development Declaration"), made this ____ day of _____, 2006, by CITY PARKWAY V, INC., a Nevada not-for profit corporation ("Declarant"), and KEEP MEMORY ALIVE, a Nevada not-for profit corporation ("Purchaser"), is made with reference to the following facts:

RECITALS

A. Concurrently with the original Recordation of this Development Declaration, Declarant is conveying as gift to Purchaser the real property described on Attachment "A" hereto (the "Property") situated in the City of Las Vegas, Nevada.

B. The Property is part of a larger parcel of real property known as Union Park, a mixed use master planned community, the boundaries of which are described on Attachment "C" hereto ("Union Park"). Declarant, together with certain affiliates of Declarant, is the master developer of Union Park. Among the distinguishing characteristics of Union Park are the clear delineation of land use areas throughout the community, together with the strict exercise of architectural and occupancy controls over individual construction and development projects, so as to ensure the harmonious growth and development of Union Park and the maximization of the value of Declarant's remaining land holdings. It is vitally important to Declarant that the intensity of development in Union Park be limited on certain parcels of property (including the Property). Should the development limitations imposed by Declarant be exceeded, Union Park and its planned development could be negatively impacted. Such conditions could in turn adversely affect the ability of Declarant to develop its remaining affected land holdings within Union Park.

C. The Property is to be used exclusively for the construction, development and operation of a not-for-profit medical research facility and to be owned by tax-exempt organization (the "Project"), all as more particularly described on the Conceptual Development Plan attached hereto as Attachment "D."

D. In connection with its acquisition of the Property, Purchaser has represented to Declarant that it is acquiring the Property to develop the same in accordance with certain covenants, conditions, restrictions, reservations and limitations more particularly set forth below (for convenience herein, collectively referred to as the "Restrictions"), and Declarant is gifting the Property to Purchaser on the basis of Purchaser's continuing compliance with such Restrictions. Purchaser acknowledges, among other things, that: (i) the gift of the Property to Purchaser for no consideration reflects the limitations on use referred to above and (ii) without certain transfer, use and development restrictions set forth below and hereby agreed to be reasonable, the Property or an interest in Purchaser could be sold by Purchaser for an immediate gain prior to fulfilling certain express requirements of Purchaser and contrary to the express intent of the parties hereto.

E. But for the representations made by Purchaser with respect to development of the Project, and Purchaser's unique skills, expertise and suitability in development, construction and operation of similar projects, Declarant would not have gifted the Property to Purchaser; instead, Declarant either would have sold the Property to another party willing to conform to the Restrictions or would have retained the Property itself for development in a manner consistent with its long-range master planning program and thereby retained the benefits of ownership, including future appreciation in value of the Property. Declarant agreed to sell the Property to Purchaser, pursuant to the terms of the Purchase Agreement, in reliance on Purchaser's representation that it will develop the Property as represented

EXHIBIT "J-1" - CONTINUED

herein, and, if Purchaser should change the use of the Property, Declarant will be substantially and irreparably damaged.

F. This Development Declaration is made in order to promote the purposes set forth in these Recitals, and the parties intend that the Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

Now, Therefore, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Purchaser, the parties hereto agree as follows:

Article 1. Definitions.

Unless the context otherwise specifies or requires, the terms defined in this Article 1 shall, as used in this Development Declaration, have the meanings herein set forth:

"Attachment" means the following exhibits that are attached hereto and made a part of this Development Declaration:

- A. Description of the Property
- B. Description of Union Park
- C. Development Plan
- D. Construction Schedule
- E. ROFR Parcel
- F. Easement Parcel

"Benefitted Property" means initially all of Union Park. Declarant shall have the right, by a duly Recorded amendment to this Development Declaration, to unilaterally add to, subtract from, or substitute for the Benefitted Property any real property owned by Declarant and the term "Benefitted Property," as used herein, shall refer to such added, reduced, or substituted real property, effective upon the Recordation of such amendment.

"Commencement Requirement" means the obligation of the Owner to achieve Construction Commencement of the Project by the Construction Commencement Deadline, as set forth in subsection 7.1(a).

"Completion Requirement" means the obligation of the Owner to Substantially Complete the Project, as set forth in subsection 7.1(b).

"Construction Commencement" means the first date on which Owner shall have performed all of the following:

- (a) entered into bona fide contract(s) with one or more general contractors for the construction of the Project.
- (b) obtained a building permit from the City of Las Vegas for the commencement of construction of the Project.

EXHIBIT "J-1" - CONTINUED

- (c) Substantially Completed grading of the Property.
- (d) obtained a satisfactory inspection by a building inspector for the City of Las Vegas for the foundations for the building or buildings comprising the Project.

"Construction Commencement Deadline" means the date by which Construction Commencement must occur pursuant to Section 7.1(a).

"Construction Completion Deadline" means the date by which the construction of the Project must be Substantially Complete pursuant to Section 7.1(b).

"Declarant" means City Parkway, Inc., and, to the extent provided in Article 12 of this Development Declaration, its successors and assigns

"Deed of Trust" means a mortgage as well as a deed of trust.

"Default Rate" means a variable rate of interest equal to the prime or reference rate of interest announced from time to time by Bank of America, NT&SA plus 5% per annum, or the maximum rate permitted by law, if less.

"Development Declaration" means this instrument, as it may from time to time be amended or supplemented.

"Development Plan" is described in Section 3.1.

"Development Schedule" means that schedule for the development and construction of the Project as set forth in Attachment "D".

"Disposition and Development Agreement" or "Agreement" means the gift agreement between Declarant and Purchaser executed on or about _____ whereby Declarant and Purchaser agreed to convey the Property to Purchaser on certain terms and conditions.

"Easement Parcel" means that area on the ROFR Parcel as describe on Attachment "F" whereby Declarant has granted an ingress and egress easement for the benefit of the Project pursuant to an Easement Agreement dated _____, 2006.

"Improvement-Improvements" means any and all physical improvements and includes, without limitation, buildings, outbuildings, display or storage areas, roads, driveways, parking areas, fences, walls, beams, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs and other landscape materials, courts, malls or plazas, retaining walls, irrigation systems and controllers, waterworks, fountains, utilities, control systems, delivery passages, sidewalks, walkways, pedestrian bridges, stairways, ramps poles, Signs, loading areas, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface and any replacements, additions, repairs or alterations thereto of any kind whatsoever, whether interior or exterior.

"Limited for Profit Use" means the use of the Project by a for profit entity providing food service, provided, however, that (i) the use of the Project by such entity does not exceed twenty percent (20%)_ of the gross floor area of the buildings constituting the Project and (ii) the profits of such for profit entity are dedicated and contributed to the operation of the NFP Medical Use of the Project.

"Mortgage" means a Deed of Trust as well as a mortgage.

EXHIBIT "J-1" - CONTINUED

"Mortgagee" means a beneficiary under, or holder of, a Deed of Trust as well as a mortgagee under a Mortgage.

"NFP Medical Use" means a use of the Property by a not-for-profit corporation, tax exempt entity, as a not-for-profit medical use dedicated to health care and medical research.

"Occupant" means a lessee or licensee of an Owner, or any other person or entity other than an Owner in lawful possession of any portion of the Property with the permission of the Owner.

"Owner" means Purchaser and its successors as the Record owner of fee simple title to any portion of the Property, excluding any entity or person who holds such interest as security for the payment of an obligation, but including contract sellers and any Mortgagee or other security holder in actual possession of any portion of the Property.

"Project" means the Improvements to be built on the Property in compliance with the Development Plan.

"Property" means the real property described on Attachment "A" hereto together with all of the real property hereafter made subject to this Development Declaration.

"Purchase Agreement" means that certain Disposition and Development Agreement between Declarant and Purchaser dated as of _____, 2006.

"Record-Recorded-Recordation" means, with respect to any document, the recordation of said document in the Office of the County Recorder of Clark County, Nevada.

"Recordation Date" means the date on which this Development Declaration is Recorded, and if Recorded on more than one date, then the first of such dates.

"Restrictions" means each and every covenant, condition, restriction, reservation or limitation contained in this Development Declaration.

"ROFR Parcel" means that real property owned by Declarant as described on Attachment "F".

"Sign" means any structure, device, or contrivance, electric or nonelectric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed; provided, however, the term "Sign" as used herein shall not refer to any such structure, device or contrivance located entirely within an enclosed building and not visible to persons outside of such building.

"Street-Streets" means any street, highway, road, or thoroughfare, public or private, within or adjacent to the Property and shown on any Recorded subdivision or parcel map, or record of survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

"Substantially Complete" means, with respect to any Improvement, that such Improvement is sufficiently complete so that it may be used for the purpose for which it is intended, that all necessary governmental approvals for the construction, use and occupancy thereof have been obtained; and, with respect to any such Improvement to be owned or maintained by a governmental authority or public utility company, that such governmental authority or public utility company has accepted dedication thereof. "Substantial Completion" of the Project means that all Improvements shown or reasonably inferable from the Development Plan have been Substantially Completed.

"Union Park" means all of the real property described on Attachment "C" hereto or the mixed use master planned community being developed by the Declarant on the land so described, as the context requires.

EXHIBIT "J-1" - CONTINUED

"University" means the University of Nevada, or a comparable affiliate of the Nevada System of Higher Education.

"Visible from Neighboring Property" means, with respect to any given object on the Property, that such object is or would be visible to a person six (6) feet tall, standing on any adjacent property or any other property (other than the Property) at an elevation no greater than the elevation of the base of the object being viewed.

Article 2. Property Encumbered.

2.1 General Declaration. Declarant hereby declares that all of the Property is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Development Declaration. All of the Restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of the Property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and every part thereof. All of Restrictions shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of Declarant and its successors in interest as set forth in this Development Declaration.

2.2 Uniform Act Does Not Apply. Pursuant to NRS 116.1207, the Nevada Uniform Common Interest Ownership Act does not apply to the Property or to this Development Declaration.

Article 3. Design and Construction of Improvements.

3.1 Development Plan. Purchaser agrees that Purchaser's construction and operation of the Project shall be in compliance in all respects with the Development Plan. No Improvement shall be erected, placed, altered, maintained, or permitted to remain on any portion of the Property that is not consistent in all respects with the Development Plan.

3.2 Approval of Alterations Subsequent to Completion of Project. Except for the interior of any completely enclosed structure, no new construction, alteration, grading, addition, excavation, modification, decoration, redecoration, reconstruction or removal of the Improvements shall be commenced or maintained by Owner until drawings and specifications consistent with the Development Plan have been submitted to, and approved in writing by, Declarant. Declarant, in its sole discretion, shall have the right to disapprove any drawings and specifications submitted hereunder on any reasonable grounds.

3.3 No Waiver of Future Approvals. Declarant's approval of any proposals or drawings and specifications for any work done or proposed or approval in connection with any other matter requiring the approval and consent of Declarant shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, drawings and specifications, or matters subsequently or additionally submitted for approval or consent. Such approval shall not constitute or be deemed a waiver of any requirement contained in this Development Declaration which relates to the conditions upon such construction, or the manner in which such construction shall be performed.

3.4 Approval. Declarant may approve drawings and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by Declarant of any drawings and specifications submitted, a copy of such drawings and specifications, together with any conditions, shall be deposited for permanent record with Declarant, and a copy of such drawings and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

3.5 Declarant Not Liable. Declarant shall not be liable for damage, loss, or prejudice suffered or claimed by any person on account of:

- (a) The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective; or
- (b) The construction of any Improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.

Declarant's approval of proposals, drawings or specifications shall not constitute a representation, warranty or guarantee, either express or implied, that such proposals, drawings or specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such proposals, drawings or specifications Declarant does not assume any liability or responsibility therefor, or for any defect in the structure constructed from such proposals, drawings or specifications.

3.6 Construction without Approval. If any Improvement shall be erected, placed, or maintained upon the Property, or any new use commenced upon the Property, other than in accordance with the provisions of this Article, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Development Declaration, and upon written notice from Declarant, any such Improvement so altered, erected, placed, maintained, or used upon any portion of the Property in violation of this Development Declaration shall be removed or altered so as to conform to this Development Declaration, and any such use shall cease or be amended so as to conform to this Development Declaration.

3.7 Construction Standards. All Improvements on the Property shall be constructed by a duly licensed general contractor and duly licensed subcontractors in a good and workmanlike manner in accordance with: (a) plans and specifications approved by Declarant, (b) all applicable laws, regulations, codes, and ordinances, (c) all requirements of governmental authorities and other duly qualified bodies having jurisdiction with respect to each work of improvement, and (d) generally-accepted engineering standards concerning geotechnical and soils conditions. Owner shall be solely responsible for all means, methods, techniques, sequences, and procedures used in the performance or construction of the work on the Property and shall diligently pursue the same to completion. Owner shall be responsible for the application for and the obtaining of all permits and approvals from governmental authorities required for the work.

3.8 Insurance. Prior to commencement of construction on the Property, Owner shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (a) comprehensive general public liability insurance with a single per occurrence limit of not less than Five Million Dollars (\$5,000,000) with respect to the Property and the operations of Owner in, on or about the Property, (b) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Property, and (c) a standard "all risk" Builder's Risk Policy. All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which Declarant may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Owner's performance of the work on the Property or which may arise in connection with the activities of Owner, any contractor or subcontractor of Owner, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Owner shall furnish Declarant with certified copies of all insurance policies required under this Section before commencing any work on the Property. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to Declarant of such cancellation or reduction in coverage. All insurance required hereunder (except worker's compensation) shall name Declarant and such of its affiliates as Declarant may designate as additional insureds as to claims by third parties.

3.9 Correction of Defects. In the event of rejection by Declarant or the appropriate governmental authority of any item Improvement on the Property as being defective or as failing to conform to the

Development Plan, whether or not completed, Owner shall promptly commence to correct such defect and diligently prosecute such correction to its completion. Owner shall bear all costs of correcting any such rejected Improvement.

3.10 Damage to Roads and Off-Site Improvements. Should Owner's construction activities on the Property or otherwise in connection with any work on the Property cause any damage to any public or private right-of-way or to any other Improvement located outside of the Property, whether completed or under construction by Declarant or others, Owner shall, upon demand from Declarant, promptly repair and restore such right-of-way or Improvement. If Owner fails to commence such repair work within five (5) business days after receipt of such notice and diligently prosecute the same to its completion, then Declarant shall have the right to make such repairs, and Owner shall, upon demand, reimburse Declarant for Declarant's expenses incurred in repairing and restoring such right-of-way or improvement. If such Improvement is, at the time of repair, subject to any warranty obligation of the construction contractor which constructed the improvement, Declarant may require that the work of repair be performed by such contractor.

3.11 Additional Obligations. If the City of Las Vegas or any other governmental authority imposes any conditions, fees, or other obligations (in the broadest sense of that word) in connection with the Project, including, without limitation, construction of infrastructure, driveways, curb cuts, sidewalks, perimeter walls, retaining walls, irrigation and drainage systems, landscaping, monuments, and directional Signs ("Additional Obligations"), in addition to those described herein, the performance and satisfaction of such Additional Obligations shall be the sole and exclusive responsibility of Owner, and Declarant shall have no responsibility with respect thereto.

3.12 Indemnity. Owner shall indemnify and hold free and harmless Declarant, its affiliates, and their respective officers, directors, and employees from and against any and all claims, damages, losses, liabilities, demands, and expenses, including, but not limited to, attorneys' fees, court costs, and expenses of litigation (collectively, hereinafter referred to as "Liabilities"), arising out of or resulting from, or claimed to arise out of or result from, in whole or in part, any fault, act, or omission of Owner, any contractor or subcontractor employed by it, any sales agent or marketing representative employed directly or indirectly by Owner, anyone directly or indirectly employed by any of the foregoing entities, or anyone for whose acts any of the foregoing entities may be liable, in connection with the performance or construction of the Project. Notwithstanding the foregoing, the indemnity agreement created herein shall not indemnify Declarant or its affiliates, or any of their respective officers, directors, or employees, against any Liabilities for death or bodily injury to persons or injury to property to the extent such Liabilities arise from the grossly negligent acts or omissions or willful misconduct of Declarant, its agents, servants, or independent contractors who are directly responsible to Declarant; provided, however, that (i) any act or omission of Declarant or its agents, servants or independent contractors with respect to the review of the Development Plan and/or the drawings or specifications related to the Project, or (ii) any inspection or failure to inspect the construction activities of Owner by Declarant, or (iii) any direction or suggestion given by Declarant with respect to construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with work performed on the Property, or the failure to give any such direction or suggestion, shall not be deemed a negligent act or omission or willful misconduct of Declarant relieving Owner of its indemnity obligation hereunder.

3.13 Construction Regulations and Restrictions. During the period of construction of the Project, Owner shall observe the following rules and regulations:

- (a) No equipment maintenance or construction work of any type shall be performed or conducted on the Property between the hours of 8:00 p.m. and 6:00 a.m.
- (b) No temporary structures, including construction trailers or other temporary office or sales facilities, shall be placed or maintained on the Property until the appearance and location of such facilities have received the approval of Declarant, which approval shall not be unreasonably withheld.

EXHIBIT "J-1" - CONTINUED

- (c) Portions of the Property which are visible from surrounding property shall be kept free of weeds and debris, and all scrap materials generated by the construction activities shall be removed as soon as reasonably possible.
- (d) Owner shall maintain a concrete wash-out site on the Property and shall not wash trucks or equipment on any other property within Union Park without the prior written consent of the owner thereof.
- (e) Owner shall not leave any debris or material on any other property within Union Park without the prior written consent of the owner thereof.
- (f) Owner shall provide at least one (1) covered trash enclosure during any period of construction on the Property. The location, size and design of trash enclosures shall be reasonably acceptable to Declarant. All debris will be placed in one of these enclosures at the end of each day.
- (g) Owner shall take such action as may be prudent and use its best efforts to employ all commercially reasonable methods, equipment, techniques and activities to control ambient dust and the accumulation of dust on the Property or dispersion of dust from the Property; and
- (h) Owner shall take such action as may be prudent and use its best efforts to employ all commercially reasonable methods, equipment, techniques and activities to abate noise, and to mitigate and abate noise pollution. Owner warrants that it will not use any equipment or undertake any activity in connection with the construction and development of the Project which will generate unreasonable noise.
- (i) No mechanical equipment, apparatus or antennae shall be placed above the roof line (which shall be measured by the roof curb or parapet) of any building, except within an enclosure or behind opaque screening which has been approved in writing by Declarant, unless an exemption has been specifically approved in writing by Declarant.

3.14 Grant of Easement. Concurrently with the execution of this Declaration, Declarant and Owner have entered into an easement agreement granting Owner rights in the Easement Parcel.

3.15 Offsite Parking.

- (a) City agrees initially to provide surface parking in Union Park for a minimum of 350 parking spaces (the "Surface Parking") in that area designated as Parcel A, Parcel K, Parcel L, or any combination of Parcel A, Parcel K, and Parcel L, as graphically depicted on Exhibit "M-1" attached hereto. No less than 350 of the parking spaces located on the Surface Parking shall be designated for exclusive use by KMA during daytime, business hours (8:00 A.M. to 5:00 P.M. P.D.T. or P.S.T., as applicable, Monday through Friday, inclusive) without metered or other charges for use by KMA and the occupants and visitors to the Project, and of those parking spaces forty (40) spaces shall be covered parking spaces designated for exclusive use by KMA 24-hours per day, seven days a week (the "KMA Parking Spaces"), without metered or other charges. KMA shall be responsible for the sole cost of providing any covered parking improvements to the covered parking spaces above any beyond the installation of asphalt, striping, curb stops, and any related lighting, landscaping or irrigation. KMA may use the remainder of the Surface Parking on a non-exclusive basis with other users within Union Park. Use of the Surface Parking will be subject to reasonable rules and regulations as determined by City, provided that no such rules or regulations may conflict with any of the provisions of this Agreement, or impair any rights afforded to KMA by this Agreement. Except for the covered parking stalls to be installed at the expense of KMA, the Surface Parking shall be maintained in good condition and repair by City at City's sole cost and expense. For so

long as the Surface Parking is located on land owned by CP, CP will submit or join with KMA in any application for permits or other approvals necessary to enable KMA to utilize the parking spaces, including the covered parking spaces, as and in the manner set forth in this Subsection 15(b).

- (b) KMA hereby agrees that, as construction and development of other portions of Union Park progress, City shall have the right to relocate the use of all or a portion of the Surface Parking, provided that City gives KMA a minimum, advance written notice of ninety (90) days before such relocation, and provided that such relocation is necessary for such construction and development to progress. In the event City exercises its right to relocate the Surface Parking, then City shall provide substitute surface parking or parking in nonresidential, privately owned parking garages within Parcel A, Parcel B, or Parcel J of Union Park, as determined by City and to the extent that such parking is commercially available. Notwithstanding the foregoing, if CP and/or the City is contractually obligated to convey those parcels to one or more third parties at the time of the proposed relocation, then City shall provide KMA with substitute parking on that portion of Union Park or that portion of real property that is within 200 linear feet of Union Park, that is closest to the Site and is available for the intended use.
- (c) The obligation of CP to provide Surface Parking is limited to a specific term which commences on the date on which the Project receives a Temporary Certificate of Occupancy ("Surface Parking Commencement Date"), and which terminates on the earlier of (a) the date on which KMA exercises its First Right of Refusal as defined in Section 24 hereinafter; (b) the date on which the University acquires title to the Adjoining Property; or (c) sixty (60) months following completion of the Project ("Surface Parking Termination Date"). Prior to the Surface Parking Termination Date, the City and/or CP shall provide or cause to be provided substitute parking through either: (x) provision of shared parking in Parcel A with the University, at the sole expense of either KMA or the University; (y) provision of parking in Parcel A, at the sole expense of KMA and following execution of the First Right of Refusal as defined in Section 24 hereinafter; or (z) provision of parking in Parcel A with a third party organization at the sole expense of either KMA or the third party organization.

Article 4. Maintenance of the Property and Improvements.

4.1 Condition of Property. The Owner and, with respect to any portion of the Property in the possession of an Occupant, such Occupant of the Property, shall at all times keep it and the buildings, Improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply, at its own expense, in all respects with all applicable governmental safety ordinances, regulations, requirements, and directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon the Property. Owner shall be primarily responsible for the foregoing obligation regardless of the existence of an Occupant.

4.2 Landscaping and Irrigation.

- (a) Every portion of the Property shall be landscaped in accordance with the Development Plan. Such landscaping and irrigation shall thereafter be kept and maintained in accordance with this Development Declaration.
- (b) Landscaping and irrigation systems, as approved by the Declarant, shall be completed within sixty (60) days after occupancy of any building on the Property unless a written extension of time has been granted by the Declarant.

EXHIBIT "J-1" - CONTINUED

- (c) Landscaping and irrigation equipment, supplies and above-surface pipes and installations shall be screened as required by the Development Plan, except as otherwise permitted in writing by the Declarant.
- (d) All planting and irrigation installations shall be maintained in a neat and orderly fashion. If the Declarant determines that any portion of the Property is not being properly maintained, corrective work shall be accomplished within thirty (30) days after receipt of notice from the Declarant of any directions with regard to maintenance or such later date if the corrective work cannot be reasonably accomplished within such thirty (30) day period provided that Owner promptly commences such corrective work and diligently prosecutes the same to completion.
- (e) The following criteria shall be deemed minimum landscape maintenance standards:
 - (i) All planting areas shall be kept reasonably free of leaves and debris.
 - (ii) Lawns and ground cover shall be mowed and/or trimmed regularly.
 - (iii) All plantings shall be kept in a healthy and growing condition. Any dead or damaged plant material resulting from improper maintenance or any other reason shall be replaced with like plant material, provided any change from the original approved plant material shall require approval from the Declarant. Fertilization, cultivation, weeding, spraying, trimming and pruning shall be performed as part of a regular maintenance program.
 - (iv) Stakes, guys and ties on trees shall be checked regularly to ensure the correct function of each. Ties shall be adjusted regularly to avoid creating abrasions or girdling of trunks or stems.
 - (v) Damage to plantings caused by vandalism, automobiles or acts of nature shall be corrected within thirty (30) days after occurrence to the condition similar to what such plantings were in immediately before the damage occurred. All types and sizes of plantings shall be approved by the Declarant.
 - (vi) Irrigation and drainage systems shall be kept in proper working condition. Adjustment, replacement of malfunctioning parts and cleaning of systems shall be performed as part of a regular maintenance program.

If, in Declarant's reasonable opinion, the required landscaping is not maintained in a slightly and well-kept condition, Declarant shall be entitled to the remedies set forth in Section 4.4.

4.3 Maintenance of Grounds. Owner shall be responsible for the maintenance and repair of (i) the Easement Parcel and (ii) all parking areas, driveways, walkways, and landscaping on the Property including, without limitation:

- (a) Maintenance of all parking areas, driveways, and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefor as shall, in all respects, be equal thereto in quality, appearance, and durability; the removal of debris and waste material and the washing and sweeping of paved areas; the painting and repainting of striping markers and directional signals as required; and
- (b) Cleaning, maintenance, and relamping of any external lighting fixtures, except such fixtures as may be the property of any public utility or government body.

4.4 Remedies for Failure to Maintain and Repair.

- (a) Remedies. If any Owner shall fail to perform the maintenance and repair required by this Development Declaration, then Declarant, after fifteen days prior written notice to such delinquent Owner, shall have the right, not the obligation, to perform such maintenance and repair and to charge the delinquent Owner with costs of such work, together with interest thereon at the Default Rate from the date of performance of such work to the date of reimbursement of Declarant by Owner; provided, however, that in the event that such maintenance and repair cannot reasonably be accomplished within such fifteen (15) day period, Owner shall have a reasonable time period thereafter to perform such maintenance and repair provided that Owner commences the same within the fifteen (15) day period and diligently prosecutes the maintenance and repair to completion. If the delinquent Owner shall fail to reimburse Declarant for all such costs reasonably incurred within ten (10) days after demand therefor, Declarant may, at any time within ninety (90) days after such advance, file for Record in the Office of the County Recorder of Clark County, Nevada, a claim of lien signed by Declarant for the amount of such charge together with interest thereon; provided, Declarant shall give the Owner ten (10) days advance notice and opportunity to cure prior to filing such claim of lien. The lien created by this Section shall be effective to establish a lien against the interest of the delinquent Owner in the Property together with interest at the Default Rate on the amount of such advance from the date thereof, in addition to Recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorney's fees that may be incurred in the enforcement of such a lien.
- (b) Foreclosure of Lien. Such a lien as described in subsection (a) above, when so established against the Property described in said claim, shall be prior or superior to any right, title, interest, lien, or claim that may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of filing such claim for Record. Such lien shall be for the benefit of Declarant and may be enforced and foreclosed in a like manner as a real estate mortgage is foreclosed in the State of Nevada.
- (c) Cure. If a default for which a notice of claim of lien was filed is cured, Declarant shall file or Record a rescission of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or Recording such rescission, and other reasonable costs, interest, or fees that have been incurred.
- (d) Nonexclusive Remedy. The foregoing lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies that any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments.

4.5 Construction Regulations and Restrictions.

- (a) All building exteriors shall be maintained at all times in a neat, orderly and weatherproof manner, including, without limitation, periodic painting if painting is customary with respect to the exterior construction materials employed for such building. The periodic painting shall be the same color originally approved by Declarant. Any change in color shall require the approval of Declarant.
- (b) All hardscape, including but not limited to the Easement Area, paved areas, parking lots, sidewalks, curbs and gutters shall be maintained at all times in a neat, orderly and weatherproof manner.

EXHIBIT "J-1" - CONTINUED

Article 5. Regulation of Operations and Uses.

5.1 Permitted Uses. The Property at all times shall be used, developed, maintained and operated solely as (i) the NFP Medical Use and (ii) the Limited for Profit Use.

5.2 Nuisances. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any adjacent property or to its Occupants. Without limiting the foregoing, the violation of any of the following provisions shall be deemed a "nuisance":

- (a) No use, excluding reasonable construction and maintenance activity, of the Property that emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any stream, river, or other waterway that, in the opinion of Declarant, may adversely affect the health, safety, comfort of, or intended use of their property by persons within the area shall be permitted. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer.
- (f) No escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere, which discharge, in the reasonable opinion of Declarant, may be detrimental to the health, safety or welfare of any person or may interfere with the comfort of persons within the area or may be harmful to property or vegetation shall be permitted.
- (g) Any operation producing intense glare or heat, atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the Property.
- (h) Buildings and other structures shall be constructed and machinery and equipment installed and insulated on the Property so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point exterior to the Property.
- (i) No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon the Property or any portion thereof, so as to render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any Person or activity on any other adjacent property or on any public street.
- (j) No building or other Improvement shall be permitted to fall into disrepair and all buildings and other Improvements shall at all times be kept in good condition and repair (including, without limitation, free of the presence of wood-destroying pests and organisms) and adequately painted or otherwise finished. Any and all exterior repairs, redecorations, modifications or additions shall be made in accordance with, and shall be subject to, this Development Declaration and all applicable statutes, ordinances and governmental regulations. In the event any such exterior repairs, redecorations, modifications or additions would cause a material change in the appearance of the Project, they must first be approved in writing by Declarant.
- (k) No condition shall be permitted to exist upon the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.
- (l) No Owner or Occupant shall in any way alter the natural or established drainage of water over the Property from adjoining or other property, nor shall any Owner or Occupant in any way interfere with the natural or established drainage of water from the Property so as to cause or permit water to drain onto, over or under any adjoining or other property except in accordance with a drainage

EXHIBIT "J-1" - CONTINUED

plan approved by Declarant. If it is necessary to change the natural or established drainage flow over the Property, then the Owner or Occupant of the Property shall adequately provide for proper drainage, and such changes shall be approved in writing by the Declarant. For the purposes hereof, "natural" drainage is defined as the drainage which would naturally occur at the time the overall approved grading plan of the Property has been completed by Declarant. For the purposes hereof, "established" drainage is defined as the drainage which occurred or which would occur at the time the overall grading of the Property, including the finish grading of the Property, was completed.

- (m) No adverse environmental condition shall be permitted to exist on the Property, nor shall any toxic or hazardous wastes be permitted to be generated, treated, stored, disposed of, or otherwise deposited in or on or allowed to emanate from the Property or any portion of the Property, including, without limitation, the surface waters and subsurface waters thereof; provided, however, that hazardous substances may be stored or used so long as such storage and use is conducted in compliance with all applicable laws, statutes, ordinances, rules and regulations of any city, county, state or federal governmental or public body.
- (n) No Owner or Occupant shall permit anything to be done or kept on the Property that violates any applicable law, statute, rule or regulation of any city, county, state or federal governmental or public body.

5.3 Subdivision. No Owner shall affect any change or amendment to any parcel or final map covering the Property or Record any further parcel or final map of the Property or any portion thereof or facilities thereon, pursuant to Nevada Revised Statutes, Chapter 278, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall an Owner file any applications with any governmental agency with respect to any of the foregoing matters, unless expressly approved by Declarant, which approval may be granted or withheld by Declarant in its sole discretion.

5.4 Zoning. Owner shall not use or develop or attempt to use or develop the Property or any portion thereof for any purpose other than those purposes expressly allowed (without the benefit of a zone variance, conditional or special use permit, exception or other special administrative procedure) under the zoning ordinances of the City of Las Vegas. All development within the Property shall be subject to all such zoning ordinances and regulations applicable to, and in effect at the time of, such development, except where more restrictive requirements are imposed by this Development Declaration. Development and ownership of the Property shall further be subject, as applicable, to future land use and environmental matters affecting the Property. Owner shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Property or any portion thereof not expressly allowed under such existing zoning, unless expressly approved by Declarant, which approval may be granted or withheld by Declarant in its sole discretion.

5.5 Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any water, steam, heat, oil, gas or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind, provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of Improvements within the Property. No tools or equipment and no derrick or other structure designed for use in boring for water, steam, heat, oil, gas or other subterranean minerals or other substances, or designed for use in any mining operation or exploration, shall be erected or placed upon or adjacent to the Property.

5.6 Servicemarks. Owner acknowledges that Declarant has the sole right to the "Union Park" tradename, trademark, servicemark and logo (collectively, the "Servicemarks"). Owner covenants and agrees that it shall not use, nor permit other Occupants to use, in any manner whatsoever the Servicemarks or the name "Union Park."

5.7 Waste or Nuisance. No Owner shall commit or suffer to be committed any waste upon the Property or Improvements or any nuisance which may disturb the quiet enjoyment of any other owner or occupant of land in Union Park, and shall not conduct its business so as to impair, in Declarant's sole but reasonable opinion, the reputation of Union Park. In particular, without limiting the generality of the foregoing, Owner shall not use or permit to be used any medium that might in Declarant's reasonable judgment constitute a nuisance such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound-producing or other device which will carry sound or odors outside the Property reasonably objectionable to Declarant.

Article 6. Enforcement of Restrictions.

6.1 General Purpose and Constructive Notice. The Restrictions shall run and pass with each and every portion of the Property and be binding upon Purchaser, its successors and assigns. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the entire term of this Development Declaration, notwithstanding Declarant's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Restriction, provision, covenant, condition, right and limitation contained herein, whether or not any reference to this Development Declaration is contained in the instrument by which such person acquired an interest in the Property.

6.2 Enforcement. The Restrictions shall benefit the Benefited Property and be enforceable solely by Declarant, subject to Declarant's right to assign pursuant to Article 12, notwithstanding any transfers of the Benefited Property or any portion thereof by Declarant. Declarant shall have the right to enforce, by proceedings at law or in equity, all Restrictions, now or hereafter imposed by the provisions of this Development Declaration or any amendment hereto, including the right to prevent the violation of any such Restrictions, and the right to recover damages or other amounts due for such violation. The Owner of the Property shall be primarily liable and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition, or Restriction herein contained.

6.3 Rights are Cumulative. All rights, options, and remedies of Declarant under this Development Declaration are cumulative, and except as may be explicitly provided herein, no one of them shall be exclusive of any other, and Declarant shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Development Declaration.

6.4 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions, which has not been cured within the period set forth below, Declarant at its sole option and discretion may enforce any one or more of the remedies described below or any other rights or remedies to which Declarant may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated herein, such cure period shall commence when written notice is given to Owner of a violation hereunder and shall end ten (10) days thereafter in the case of a monetary default and thirty (30) days thereafter in the case of a non-monetary default; provided that if a non-monetary default is not reasonably susceptible of cure within such 30-day period, then Owner shall have a reasonable time to cure same so long as Owner has commenced such cure promptly and thereafter diligently prosecutes the cure to completion.

- (a) Abatement and Lien. Any breach or violation of the Restrictions or any provision this Development Declaration is hereby declared to be a nuisance, and if not cured or corrected by the Owner within thirty (30) days after receipt of written notice from Declarant, Declarant shall be entitled to enter the Property and summarily abate and remove, without further legal process to the maximum extent permitted by law, any Improvement, structure, thing or condition that may exist in violation of any of the Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of the

Restrictions provided, however, that in the event that the cure of any such violation or breach cannot reasonably be accomplished within such thirty (30) day period, Owner or Occupant in question shall have a reasonable time period thereafter to cure provided that such cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion. No such entry by Declarant or its agents shall be deemed a trespass, and neither Declarant nor its agents shall be subject to liability to the Owner or Occupant of the Property for such entry and any action taken to remedy or remove a violation.

Any costs or expenses paid or incurred by Declarant in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the Default Rate, shall be a charge against the Property, shall be a continuing lien thereon until paid if Declarant Records a notice of same within ninety (90) days after any such advance with the Office of the County Recorder of Clark County, Nevada, and shall also be the personal obligation of Owner or other person who was owner of the Property when such charges became due and who committed such breach or violation.

- (b) Damages. Declarant may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.
- (c) Equity. It is recognized that a particular or ongoing violation by Owner of one or more of the foregoing Restrictions may cause Declarant to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on the Benefitted Property or portions thereof), and that Declarant shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not Declarant exercises any other remedy set forth herein.

6.5 Right of Entry. During reasonable hours and upon reasonable notice, Declarant, or its agents, shall have the right to enter upon and inspect any portion of the Property and the Improvements thereon covered by this Development Declaration for the purpose of ascertaining whether or not the provisions of this Development Declaration have been or are being complied with, and neither Declarant nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.6 Violation Deemed to Constitute a Nuisance. The result of every act or omission whereby any covenant, condition, or Restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an Owner or Occupant either public or private shall be applicable against every such result and may be exercised by Declarant.

6.7 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Development Declaration or any provision hereof, whether it be an action for damages, declaratory relief, or injunctive relief, or any other action, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorney's fees even though said proceeding is settled prior to judgment.

6.8 Failure to Enforce Is No Waiver. The failure of Declarant to enforce any requirement, Restriction, or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor of the right to enforce any other Restriction.

6.9 General Purpose and Constructive Notice. The Restrictions shall run and pass with each and every portion of the Property and be binding upon Owner, its successors and assigns, and shall benefit other land owned by Declarant and located in Clark County, Nevada, more particularly described in Attachment "B" hereto (hereinafter referred to as the "Benefitted Property") and be enforceable solely by Declarant notwithstanding any transfers of the Benefitted Property or any portion thereof by Declarant. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Restriction, provision, covenant, condition, right and limitation contained herein, whether or not any reference to this Development Declaration is contained in the instrument by which such person acquired an interest in the Property. Declarant or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Property, site or any portion thereof or improvements thereon to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor.

Article 7. Completion and Occupancy of Project.

7.1 Project Development. Declarant has a substantial interest in the expeditious development of the Project due to its impact on the value of the surrounding land and on Declarant's reputation as the master developer of Union Park. Therefore, the parties agree that the occurrence of any of the following events shall constitute a default hereunder and a breach of the Restrictions, which shall entitle Declarant to exercise any of the rights and remedies set forth below.

- (a) Project Design. If Owner fails to design the Project within the time limits set forth in the Development Schedule or design the Project not in compliance with the Development Plan.
- (b) Commencement Requirement. If Owner shall fail to achieve Construction Commencement of the Project, pursuant to the Development Plan on or before the date set forth in the Development Schedule (the "Construction Commencement Deadline"). The Construction Commencement Deadline shall be extended for such period of time as construction commencement is prevented or delayed due to strikes, lockouts, acts or omissions of government agencies, acts of God, wars, riots, civil insurrection or abnormal force of elements or other matters beyond Owner's reasonable control; provided, that in no event shall any extension of time be effective unless Owner delivers to Declarant within 5 days following an event giving rise to such an extension, a written notice setting forth the facts giving rise to each such extension; and provided further, that the period of time for exercise of Declarant's rights herein shall be commensurately extended.
- (c) Completion Requirement. If Owner shall fail to Substantially Complete the Project in compliance with all applicable governmental laws, ordinances, regulations on or before on or before the date set forth in the Development Schedule (the "Construction Completion Deadline"). The Construction Completion Deadline shall be extended for such period of time as construction Completion is prevented or delayed due to strikes, lockouts, acts or omissions of government agencies, acts of God, wars, riots, civil insurrection or abnormal force of elements or other matters beyond Owner's reasonable control; provided, that in no event shall any extension of time be effective unless Owner delivers to Declarant within 5 days following an event giving rise to such an extension, a written notice setting forth the facts giving rise to each such extension; and provided further, that the period of time for exercise of Declarant's rights herein shall be commensurately extended.

Article 8. Violation of Purchaser's Use Covenant.

8.1 Payment of Market Value. In the sole option and discretion of Declarant, Declarant may elect for any violation of the Permitted Use or Prohibited Use Restrictions set forth in Section 5.1, not cured within the time set forth above, as Declarant's exclusive remedy and in lieu of any remedies permitted by Article 10 (Reconveyance Option) or Article 11 (Right of First Refusal), to obligate Owner to pay to Declarant sixty (60) days after written demand or upon such approved Conveyance, as the case may be, the then market value for the Property computed as described below, together with interest thereon at the Default Rate from and after the occurrence of any such event until the date of actual payment. No failure by Declarant to exercise its rights to require such payment, and no prior exercise of such as to a continuing or previous violation, shall constitute a waiver of Declarant's rights to require such payment at any later time or times while this Development Declaration is still in effect, and so long as any such violation may continue.

8.2 Determination of Market Value. The market value shall be the then "highest fair market value" of the Property and adding thereto Agreed Interest accruing from the date of occurrence of any such violation to the date of payment of such then market value: The then market value shall be due on the date of notification to Owner by Declarant or such later date as the "highest fair market value" is determined. As used herein, the term "highest fair market value" means the value of the Property (not including the value of any improvements constructed hereon) as mutually determined by the parties hereto, without taking into consideration any of the restrictive events or limitations imposed under this Development Declaration (but, instead, basing such value on the highest and best use for the Property under the applicable zoning ordinances). If the parties cannot so agree within twenty (20) days after written demand by Declarant, then the "highest fair market value" shall be as determined by an independent appraiser appointed by Declarant, who shall be a member of the American Institute of Real Estate Appraisers with at least five (5) years of experience appraising similar properties in Nevada. His decision in this matter shall be final and binding. All fees for such appraiser shall be borne equally by Declarant and Owner. . IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN DECLARANT AND OWNER (A) THAT THE PAYMENT OF THE THEN MARKET VALUE IS A REASONABLE ESTIMATE OF DAMAGES CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS DEVELOPMENT DECLARATION, INCLUDING THE RELATIONSHIP OF SUCH SUM TO THE RANGE OF HARM THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT, AND (B) THAT DECLARANT'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY OWNER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

Article 9. Additional Purchase Price.

9.1 Enforcement of Mortgage Lien.

- (a) Creation of Mortgage Lien. Purchaser hereby mortgages the Property (or portion thereof which is being rezoned, used, developed, transferred or otherwise affected in violation of the Restrictions described in this Section) to Declarant with power of sale for the purpose of securing any or all increments of additional purchase price described in this Article and any additional advances by Declarant pursuant to Section 6.9 above.
- (b) Power of Sale. In the event Owner fails to pay all or any portion of the indebtedness secured hereby within ten (10) days after written demand from Declarant, setting forth the amount of any such indebtedness upon determination as provided hereinabove, then Declarant may immediately declare a default hereunder and cause a written notice of default (herein, "Notice of Default") and election to sell the Property and all Improvements thereon to be prepared and Recorded. After three (3) months or such shorter time as may be allowed by law shall have elapsed from the Recordation of such Notice of Default, and after a notice of sale has been given to the extent required by the then applicable law, Declarant, without further legal action or demand on Owner, may cause

the Property and Improvements thereon to be sold at such time and place as may be fixed in said notice of sale or at such time and place to which the sale may be postponed as hereinafter provided without additional notice, either as a whole or in separate parcels, and in such order as Declarant alone may determine, at public auction to the highest bidder for cash in lawful money of the United States at the time of sale, or upon such other terms as Declarant may consider advisable. Owner shall have no right to direct or determine whether the Property shall be sold as a whole or in separate parcels, or the order of sale of separate parcels or the portion of the Property to be sold if only a portion is sold. Declarant may postpone the sale of the Property by public announcement thereof at the time and place of sale and from time to time thereafter by public announcement at the time and place of the preceding postponement. In conducting or postponing any such sale, Declarant may act through its agents, officers or employees or any other person designated by Declarant, whether or not such party shall be a licensed auctioneer. At such sale, Declarant shall cause to be delivered to the buyer or buyers, one or more duly executed deed or deeds conveying the property so sold, subject to all the provisions of this Development Declaration, but without any covenant or warranty, either express or implied. The recitals in such deed or deeds with regard to any matters of fact shall be conclusive proof of the truthfulness thereof against the Owner at such sale, its successors and assigns, and all other persons. Any person or entity, including without limitation Declarant, may bid in or purchase at such sale. Purchaser hereby agrees and any subsequent Owner agrees by accepting title to the Property, to surrender, immediately and without demand, possession of the Property to the buyer at such sale. No such sale shall release or extinguish any rights, remedies or provisions contained in this Development Declaration in the event of any further violation of any Restriction set forth herein. Notwithstanding the foregoing, if Owner's default is timely cured in accordance with this Development Declaration or applicable law, Declarant shall, upon request by Owner, Record at Owner's expense an appropriate notice of rescission in accordance with the applicable provisions of the Nevada Revised Statutes.

9.2 Application of Proceeds. Declarant shall apply the proceeds of such sale in the following manner and order:

- (a) Expenses of such sale and all costs, fees, charges and expenses of Declarant, including costs of evidence of title and reasonable attorneys' fees;
- (b) All sums secured hereby; and
- (c) The remainder, if any, to the person or persons legally entitled thereto.

9.3 Foreclosure by Court Action. In addition to the foregoing, Declarant may foreclose the lien created hereby by court action in the manner provided by the laws then applicable to this indenture, in which case Purchaser agrees to pay all costs and expenses thereof, including reasonable attorneys' fees as the court may determine.

9.4 Further Amounts Secured. All interest, fees, costs and expenses required to be paid by Owner hereunder shall also be secured by this Development Declaration, but the combination of all such required interest shall not exceed the maximum rate permitted by law. In the event that only a portion of the Property (or portion thereof which is being rezoned, used, developed, transferred or otherwise affected in violation of the Restrictions) is the subject of a sale or foreclosure action by Declarant hereunder, the lien of this Development Declaration shall continue to attach to all other portions of the Property which are subject to the lien hereof at the time of such sale or foreclosure.

9.5 Notice of Sale. Purchaser hereby requests that copies of the Notice of Default and any notice of sale hereunder be mailed to it at the address set forth below in Section 14.10. Purchaser

agrees that any such notice or demand shall be deemed fully given to Purchaser if mailed to it by registered mail at such address, or any more recent address delivered to Declarant as provided below.

9.6 Termination of Lien. The lien created hereby shall terminate with respect to all of the Property on a date sixty (60) years from the Recordation Date, provided that all sums secured hereby have been paid, or at such earlier time as Declarant in its sole option and discretion may release all or portions of the Property from the lien hereof by causing a quitclaim, release or other appropriate instrument executed by Declarant to be Recorded in the Office of the Recorder of Clark County, Nevada.

9.7 Payment for Statement of Obligations. Owner shall, in addition to all other payments specified herein, pay to Declarant the sum of Fifteen Dollars (\$15.00) for each statement requested by Owner regarding the obligation secured by this Development Declaration except for any such statements as are exempt from charge by virtue of the laws of the State of Nevada.

9.8 Waiver of the Statute of Limitations. To the maximum extent permitted by law, Purchaser expressly waives the benefit of and the right to plead and in any way take advantage of any and all statutes of limitation, both as to the indebtedness secured hereby or any other provision hereof, and Purchaser will upon request of Declarant execute and acknowledge (if necessary) further written extensions or waivers of the applicable statutes of limitations with respect to payment of any indebtedness secured hereby and interest thereon.

Article 10. Declarant's Reconveyance Option.

10.1 Option to Reconveyance the Property. In recognition of Declarant's interest in the expeditious development of the Property, Purchaser hereby grants to Declarant the irrevocable, exclusive right and option ("Reconveyance Option") to cause Purchaser to reconvey the Property for the breach or violation of Owner's obligations set forth in Section 7.1 and Section 5.1. The Reconveyance Option shall be exercised as provided below.

10.2 Exercise of Reconveyance Option. Declarant may exercise its Reconveyance Option by giving written notice to Owner thereof:

- (a) within ninety (90) days after Declarant receives actual notice of Owner's violation of section 5.1. ; or
- (b) within ninety (90) days following the occurrence of any of the events of default described in Section 7.1, which is not cured within thirty (30) days after written notice from Declarant to do so. No failure of Declarant to exercise its Reconveyance Option upon Owner's failure to commence construction as provided above shall constitute a waiver of its right to exercise the Reconveyance Option upon Owner's failure to complete construction and/or satisfy the Completion Requirement, Occupancy Requirement or Continuous Use Requirement.

10.3 Title Condition. Upon Declarant's Reconveyance, the Property shall be subject only to:

- (a) Current taxes not yet delinquent;
- (b) Matters affecting title which exist as of the Recordation Date, or which are created, made, assumed, consented to or requested by Declarant, its successors or assigns; and
- (c) Noninterfering easements for utilities used in connection with the buildings and other improvements constructed on the Property.

In the event any other matters or encumbrances exist or otherwise affect title, Declarant shall have the right to deduct from the Reconveyance Price at the close of escrow an amount, to be reasonably

determined by Declarant, as sufficient to discharge such matters or to reimburse Declarant for any costs or expenses to be incurred by Declarant in connection with such matters.

10.4 Restoration Costs.

- (a) Within ten (10) days after Declarant's exercise of its Reconveyance Option, Declarant shall submit to Owner a list of improvements on the Property which are usable to Declarant for the purposes to which Declarant plans to devote the Property (the "Usable Improvements"). Within thirty (30) days of receipt of such list, Owner shall inform Declarant of Owner's costs of the Usable Improvements. Declarant and Owner shall consult in good faith with one another for the purpose of arriving at an agreement concerning such costs. The costs of the Usable Improvements either as stated by Owner, or as determined pursuant to Section 10.5, less depreciation computed on a straight line basis, shall be added to the Reconveyance Price described in Section 10.5.
- (b) Within ninety (90) days after Declarant's exercise of its Reconveyance Option, Owner at its sole cost and expense shall restore the Property to at least as good condition as existed at the date of this Development Declaration and shall remove from the Property all structures, buildings, pavings, landscaping and other improvements except the Usable improvements (collectively, the "Other Improvements") installed by Owner and all materials of whatever nature deposited at any time hereafter upon the Property. All such work shall be accomplished to the sole but reasonable satisfaction of Declarant. If such Other Improvements are not so removed and the Property so restored, then Declarant at any time prior to Closing may accomplish such matters and shall be entitled to a credit against the Reconveyance Price in an amount equal to the cost of accomplishing such matters. Any Improvements not so removed by Owner within such ninety (90) day period shall automatically become the property of Declarant without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

10.5 Reconveyance Price. Declarant's purchase price for the Property (the "Reconveyance Price") upon its exercise of the Reconveyance Option provided above, shall be the sum of :

- (i) The amount of Purchaser's original costs of acquiring the Property such as escrow fees, title insurance and Recording costs, documentary transfer tax, legal fees and any other closing costs, plus
- (ii) The actual direct costs incurred by Owner in constructing the Usable Improvements, if any, on the Property.

10.6 Reconveyance Escrow Terms. Within five (5) days after Declarant's exercise of the option as provided above or as soon thereafter as possible, an escrow shall be created at Stewart Title of Nevada or another escrow company selected by Declarant to consummate the purchase as specified herein, which escrow shall have a time limit of thirty (30) days. Said escrow shall be subject only to approval by Declarant of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Owner through escrow, shall be removed by Owner at its sole expense at or prior to closing of escrow. In the event that the Property or any portion thereof is encumbered by a mortgage or deed of trust to which Declarant has subordinated this Option, Declarant may instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Owner through the foregoing escrow. Owner and Declarant shall each pay one-half of the escrow fees; Owner shall pay for documentary tax stamps, for Recording the deed, and for an ALTA extended coverage form owner's policy of title insurance in the amount of the purchase price showing title to the Property vested in Declarant or its assigns free and clear of all liens, encumbrances or other title

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exceptions other than those set forth in this Development Declaration. Any other costs or expenses shall be allocated between the parties in the manner customary in Clark County, Nevada.

10.7 Other Defaults. Should Owner at any time prior to expiration of the Reconveyance Option commit any act of bankruptcy, or be adjudicated a bankrupt or insolvent, whether voluntarily or involuntarily, or transfer the Property or any portion thereof by operation of law under legal process pursuant to receivership or bankruptcy, or make an assignment for benefit of creditors, then Declarant in its sole discretion may, in addition to any other rights or remedies available to it, exercise the Reconveyance Option at any time prior to expiration of the Reconveyance Option, in the manner provided for herein.

10.8 Binding Effect. The Reconveyance Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the parties hereto.

10.9 Declarant's Remedies. In the event Declarant exercises the Reconveyance Option provided herein and Owner shall fail or refuse to reconvey the Property in accordance with the terms of this Development Declaration, Declarant shall be entitled to pursue any remedy available to it at law or equity, including the right to seek specific performance of Owner's obligations hereunder.

Article 11. Owner's Right of First Refusal.

11.1 Owner's Right of First Refusal. If at any time which is no more than within three (3) years after the Recordation Date and which is subsequent to the Owner's completion of the Project in accordance with this Declaration and is not otherwise in default of this Declaration, Declarant receives an offer from a third party, which is not the University, to purchase the ROFR Parcel and Declarant desires to accept such offer, Declarant shall first give written notice to Owner of Declarant's intent to sell the ROFR Parcel ("Sale Notice"). The Sale Notice shall have attached thereto the applicable purchase offer (and counter offers, if any) or contract (which, if attached, shall constitute a part of the Sale Notice). Owner shall have fifteen (15) calendar days after receipt of Declarant's Sale Notice in which to accept such offer. Owner shall accept such offer, if at all, only by written notice to Declarant in which Owner shall agree to purchase the ROFR Parcel from Declarant at the same price and upon the same terms and conditions contained in Declarant's Sale Notice. If Owner accepts such offer within the fifteen (15) calendar day period, Declarant and Owner shall open an escrow within five (5) business days thereafter, for the purchase and sale of the ROFR Parcel. In the event that Declarant does not receive written notice of Owner's acceptance within said fifteen (15) calendar day period, it shall be conclusive that Owner has elected not to purchase the ROFR Parcel and Declarant may sell the ROFR Parcel on the same terms set forth in the Notice of Sale; provided Declarant can not sell the ROFR Parcel to a third party on any terms more favorable than contained in the Notice of Sale without first providing Owner with a new Sale Notice with such terms. Upon receipt of the new Sale Notice, Owner shall have the right to accept the offer consistent with the above procedure.

If Declarant subsequently receives another offer from the same or another third party and Declarant desires to accept such offer, Declarant shall re-offer the ROFR Parcel to Owner in accordance with the terms of this right of first refusal.

This right of first refusal shall not apply to, and Owner shall have no rights in connection with, (a) sales or transfers among affiliates of Declarant that are persons or entities controlled by, controlling or under common control with Declarant or (b) sales or transfers in connection with the development of an academic medical facility on the ROFR Parcel. Purchaser agrees that the conveyance of the ROFR Refusal Parcel to Owner shall be with restrictions of record that (i) the use of the ROFR Parcel shall be limited to medical and medical related uses only and (ii) development on the ROFR Parcel must have a density of no less than 450,000 square feet of net useable building area exclusive of structured parking and common areas.

Article 12. Assignment.

12.1 Assignment. Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation, or association that will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein provided that Declarant shall, at least ten (10) days prior to such assignment becoming effective, deliver notice to Owner. Any assignment or appointment made under this Article shall be in reasonable form and shall be Recorded.

EXHIBIT "J-1" - CONTINUED

Without limiting the generality of the preceding paragraph, Declarant shall have the right in its sole discretion to assign all or part of its rights under this Development Declaration to the Master Association. In the event of such an assignment, the Master Association shall have the right to enforce those rights assigned to the Master Association by Declarant against Owner, its successor and assigns.

Article 13 Project Environmental Management.

13.1 Exhibit "L" to Agreement Runs with Land. Purchaser and Declarant shall have the benefits and burdens of each term of Exhibit "L" (Project Environmental Management) to the Agreement, which benefits and burdens shall be treated for all purposes as Restrictions in this Development Declaration running with and binding the Property, including, but not limited to, any remedies available to Declarant upon Default.

13.2 Successor Owners Shall Execute Project Environmental Management Exhibit. Successor Property Owners shall be required by Declarant and Purchaser to execute a Project Environmental Management Exhibit in substantially the same form as that set forth in Exhibit "L" to the Agreement. If a successor Owner fails or refuses to execute an Environmental Management Exhibit in substantially the same form as Exhibit "L" to the Agreement, such refusal shall constitute a Default under this Development Declaration.

Article 14. Miscellaneous.

14.1 Constructive Notice and Acceptance. Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and Restriction contained herein, whether or not any reference to this Development Declaration is contained in the instrument by which such person acquired an interest in the Property.

14.2 Waiver. Neither Declarant nor its successors or assigns shall be liable to any Owner or Occupant of the Property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Development Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

14.3 Declarant's Right to Terminate Development Declaration. Upon the acquisition of all or portions of the Property by Declarant by or through any operation of law or instrument of transfer, Declarant shall have the right in its sole discretion to terminate this Development Declaration and release such portions or all of the Property from the covenants and Restrictions of this Development Declaration, by executing and Recording an instrument to such effect, in which event the covenants and Restrictions shall be forever terminated and extinguished.

14.4 Runs with Land. The Restrictions shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant and its successors and assigns for a term of sixty (60) years from the Recordation Date, unless terminated earlier in accordance with the terms of Section 14.3 above. As used in the preceding sentence, the term "successors and assigns" means and refer to both (a) Declarant's successors and assigns as provided in Section 12.1, and (b) Declarant's successors and assigns as to all or substantially all of Declarant's assets or by merger, consolidation, or other corporate reorganization.

14.5 Rights of Mortgagees. No breach or violation of the Restrictions shall defeat or render invalid the lien of any mortgage, Deed of Trust or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of the Property or any portion thereof, and to the extent that the combined principal amount of such loan and any superior loans encumbering the Property does not exceed eighty percent (80%) of the improved fair market value of the Property. However, this Development Declaration and all provisions hereof shall be binding upon and effective against any subsequent Owner and its successors and assigns or other Occupant of the

Property or portion thereof whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, but such subsequent Owner shall have a reasonable period of time after taking title to cure any violation hereunder that is reasonably capable of being cured, provided that such subsequent Owner diligently acts to effect such cure.

14.6 Captions. The captions of Articles and Sections herein are used for convenience only and are not intended to be a part of this Development Declaration or in other way to define, limit, or describe the scope and intent of the particular Article or Section to which they refer.

14.7 Effect of Invalidation. If any provision of this Development Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

14.8 Amendments. Except as provided in this Development Declaration concerning the addition of or substitution for other real property as the Benefitted Property, or concerning the assignment by Declarant of its rights under this Development Declaration, this Development Declaration may only be amended by a writing executed by Declarant and the Record owner of the Property which shall be Recorded against the Property.

14.9 Force Majeure. The time period for the performance of any non-monetary obligation under this Development Declaration shall be extended for any period that such performance is delayed or becomes impossible due to any Act of God, war, civil insurrection, riot, earthquake, fire, weather, sickness, accident, epidemic, act of government or government regulation, general or sympathetic strike or lockout, unavailability of labor or materials, or any other cause beyond the control of a party to this Development Declaration.

14.10 Notices. All notices or other communications between Declarant and Owner required or permitted hereunder shall be in writing and personally delivered or sent by certified United States mail, return receipt requested, postage prepaid, to the following address (until a notice of change thereof shall have been delivered as provided in this Section) or by facsimile copy to the number set forth below:

If to Declarant:

If to Owner:

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. (local time), otherwise on the day following personal delivery, or two (2) business days following the date the notice is postmarked, if mailed or, if by facsimile, on the date of actual receipt if received before 5:00 p.m. (local time), otherwise on the next business day. Either party may change the address to which notice are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

14.11 Interest on Past Due Obligations. Any amount payable by either Declarant or Owner to the other that is not paid within thirty (30) days of written demand shall bear interest commencing on the thirtieth (30th) day following such written demand at a variable rate of interest equal to the prime or reference rate of interest announced from time to time by Bank of America, NT&SA plus 5% per annum, or the maximum rate permitted by law, if less.

14.12 Adjacent Development. Purchaser acknowledges that one or more commercial and retail projects may be developed by Declarant or others in the immediate vicinity of the Property. Applicable ordinances of the City of Las Vegas may require that special use permits or other discretionary approvals are required in connection with the development of these projects. In the event Declarant or a subsequent developer of any such projects seeks any special use permits or other discretionary approvals from the City of Las Vegas or other governmental agency, including without limitation, any application for restricted or non-restricted gaming licenses or location approvals or liquor licenses or

EXHIBIT "J-1" - CONTINUED

rezoning or any other similar approval, Purchaser agrees it shall not oppose such development or such approval and hereby waives any claim against Declarant, its affiliates and successors and their respective officers, directors, agents and employees arising out of the location or development of such facilities. Purchaser acknowledges and agrees that the foregoing covenant is an essential part of the bargain between Declarant and Purchaser and that Declarant would not have agreed to convey the Property to Purchaser for the intended purpose thereof without such agreement by Purchaser and that in the event Purchaser violates such agreement Declarant will be substantially and irrevocably damaged.

Declarant:

CITY PARKWAY V, INC.,
a Nevada not-for-profit corporation

Purchaser:

KEEP MEMORY ALIVE,
a Nevada not-for-profit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ____ day of _____, 2006, _____ before me personally
appeared and executed the foregoing Agreement on behalf of City Parkway V, Inc.

NOTARY PUBLIC
My commission expires: _____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ____ day of _____, 2006, _____ before me personally
appeared and executed the foregoing Agreement on behalf of Keep Memory Alive.

NOTARY PUBLIC
My commission expires: _____

EXHIBIT "L-1" - PROJECT ENVIRONMENTAL MANAGEMENT

I.

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this Exhibit "L" have the meanings ascribed to such terms in the Agreement.

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substance monitoring in soil and groundwater that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Project Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP or recommended by the Risk Assessment in order to ensure maintenance of a condition for the Project Site no significant risk to public health or the environment.

"Applicable Environmental Guidance" means all applicable requirements, Environmental Laws, Activity and Use Limitations, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be followed.

"CEM Contract" has the meaning set forth in Section 3L(h), below.

"Certified Environmental Manager" ("CEM") means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"City Remediation Cost Cap" shall mean the City's responsibility for costs in an amount up to but not exceeding \$1,022,196 for the following matters through the issuance of the Certificate of Occupancy: (i) soil remediation or disposal pursuant to Subsections 3L(b) or 3L(c), below; (ii) treatment of contaminated groundwater pursuant to Subsections 3L(b) or 3L(d), below; and (iii) payment of any Excess Remediation Costs pursuant to Subsection 3L(f), below.

"City Obligations" has the meaning set forth below.

"City Project Representative" shall mean a designee of the City Manager, as identified in writing to KMA.

"Deed Covenants" means obligations of Union Pacific Railroad set forth in the deed attached hereto as Attachment "L-1" from Union Pacific Railroad to Nevada Stadium Partners Limited Partnership, a Delaware Limited Partnership and successors in title.

EXHIBIT "L-1" – PROJECT ENVIRONMENTAL INFORMATION
(Continued)

"Environmental Condition" means (a) a Release or threat of a Release of any Hazardous Substance affecting the Project Site for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Project Site that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Project Site which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including without limitation natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Conditions or Hazardous Substance.

"Environmental Permits" means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Project.

"Excess Remediation Costs" are those costs defined as such in Section 2.3(a)(iii) of the October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR.

"Hazardous Substance" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release, threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"KMA Obligations" has the meaning set forth below.

"Known Hazardous Substances" means those Hazardous Substances described in the Environmental Disclosure Documents.

"NDEP" means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

EXHIBIT "L-1" – PROJECT ENVIRONMENTAL INFORMATION
(Continued)

"Project Site" means the Site.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances but does not mean any subsurface passive migration or leaching of any Hazardous Substances existing on the Project Site as of the Effective Date.

"Risk Assessment" means a health risk assessment prepared by a well-qualified CEM or PhD environmental professional acceptable to both Parties that for each Known Hazardous Substance (i) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (ii) establishes soil and groundwater screening levels that represent chemical concentrations which would not result in adverse health effects under the assumed future land use of the Project Site, (iii) identifies potential exposures during construction as a component of the analysis, (iv) develops appropriate Activity and Use Limitations for redevelopment of the Project Site that will maintain protection of public health and the environment while, to the extent consistent with such mandate, minimizing overall Project Cost and City Work Costs, and (v) supersedes and replaces the Converse Consultants' September 24, 2002 Risk-Based Evaluation performed for City Parkway IV & V but only as to the Project Site and subject to the review and written concurrence of Converse Consultants.

"Soil and Groundwater Management Plan" means a plan approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Project.

"UPRR" means Union Pacific Railroad of Omaha, Nebraska.

"UPRR Environmental Obligations" are obligations of UPRR set forth in the Deed Covenants.

II.

Environmental Conditions

1L. Survival. The provisions, terms, covenants and conditions of this **Exhibit L** to the Agreement shall survive the termination of this Agreement and the Closing, and shall not merge by operation of law or otherwise into any deed or conveyance of the Project Site.

2L. Acknowledgements. The Parties acknowledge that:

(a) They are aware of the presence of Known Hazardous Substances affecting the Project Site; NDEP has determined that UPRR is, at a minimum, responsible for satisfying the UPRR Environmental Obligations;

EXHIBIT "L-1" – PROJECT ENVIRONMENTAL INFORMATION
(Continued)

(b) NDEP may not require UPRR to remove or remediate all Hazardous Substances in soil that exceed NDEP's soil action levels or all Hazardous Substances in groundwater that exceed NDEP's maximum contaminant levels which may result in residual Hazardous Substances being left within the Project Site after NDEP releases UPRR from responsibility for the UPRR Environmental Obligations;

(c) If after UPRR has completed the UPRR Environmental Obligations to NDEP's satisfaction, concentrations of Hazardous Substances remain in soil or groundwater within the Project Site above NDEP action levels or maximum contaminant levels, then Hazardous Substances may need to be removed or remediated from soil or groundwater to a level that is protective of health and the environment as determined by the Risk Assessment;

(d) Activity and Use Limitations as identified and recommended by the Risk Assessment may need to be developed, designed, operated, maintained and enforced within the Project Site to maintain protection of health and the environment to the extent residual Hazardous Substances remain within the Project Site after UPRR completes the UPRR Environmental Obligations;

(e) Higher water table conditions exist on certain portions of Union Park and may require dewatering of the Project Site, including removal or treatment or both of groundwater encountered during and after completion of construction of the Project and after UPRR has satisfied the UPRR Environmental Obligations pertaining to groundwater; and

(f) UPRR may assert a claim for Excess Remediation Costs and may record a lis pendens, lien or other encumbrance against the Project Site in connection with asserting such claim.

3L. City Obligations and KMA Obligations Regarding Hazardous Substances. City Obligations and KMA Obligations regarding Hazardous Substances shall, subject to the City Remediation Cost Cap, consist of the following matters:

(a) Risk Assessment. As soon as practicable after the Effective Date, KMA, at KMA's sole cost and expense, shall commission and obtain the Risk Assessment. KMA shall include the City Project Representative in all communications with the person or entity selected to perform the risk assessment.

(b) UPRR Environmental Obligations. To the extent required by Applicable Environmental Guidance, City shall require UPRR to complete the UPRR Environmental Obligations in connection with the construction of the Project. To the extent UPRR fails to discharge any UPRR Environmental Obligations, City agrees, at City's sole and exclusive cost to perform the UPRR Environmental Obligations and may in City's sole discretion seek reimbursement from UPRR. All costs for City's performance of the UPRR Environmental Obligations hereunder shall be charged against the City Remediation Cost Cap.

(c) City Soil Remediation Obligation. City shall, at City's sole cost and election, either dispose of or remediate in a manner that complies with Applicable Environmental Guidance all contaminated soils excavated and delivered by KMA to City at a mutually agreeable location within Union Park prior to the issuance of the Certificate of Occupancy, or cause others to do the same. City shall have no further obligation to remediate, dispose of, or

EXHIBIT "L-1" – PROJECT ENVIRONMENTAL INFORMATION
(Continued)

take any other action relating to Project Site soils. City's costs for soils disposal or remediation under this subsection shall be charged against the City Remediation Cost Cap.

(d) Dewatering and Treatment. If and to the extent Applicable Environmental Guidance dictates that groundwater diverted for Project Site dewatering purposes prior to the issuance of the Certificate of Occupancy requires treatment, then City, at City's sole cost and expense, shall divert, treat, and dispose of such water in a manner consistent with Applicable Environmental Guidance. All such City costs shall be charged against the City Remediation Cost Cap. After issuance of the Certificate of Occupancy, KMA, at KMA's sole cost and expense, shall divert, treat, and dispose of groundwater as necessary in a manner consistent with Applicable Environmental Guidance.

(e) Activity and Use Limitations. To the extent Activity and Use Limitations are designed, developed or implemented for the Project, as determined by the Risk Assessment, then KMA, at its sole expense, shall operate, maintain, modify, remove or enforce the Activity and Use Limitations in a manner consistent with Applicable Environmental Guidance.

(f) UPRR Excess Remediation Costs Claims. City shall in City's absolute and sole discretion either: (i) promptly pay any claim for reimbursement made by UPRR for Excess Remediation Costs; or (ii) notify UPRR and KMA that any such claim or some portion thereof for reimbursement is disputed in good faith. City shall promptly work with UPRR to resolve any disputed claim. To the extent City and UPRR cannot agree upon a disputed claim and UPRR records a lien or lis pendens against the Project Site, City shall promptly (but in no event later than 30 days after any such lien or lis pendens is recorded) take action to remove such lien or lis pendens by bonding or otherwise and shall work to resolve immediately, finally and completely any litigation, arbitration, mediation, complaint, settlement, demand, claim or other action by UPRR for Excess Remediation Costs. Any Excess Remediation Costs paid by City shall be charged against the City Remediation Cost Cap.

(g) Insurance. Commencing on the Effective Date and until the Closing, the City shall include KMA as an additional or co-insured on any policy of environmental insurance covering the Union Park. Any costs associated with City's obligation under this subsection shall not be charged against the City Remediation Cost Cap.

(h) CEM Contract. City shall promptly enter into a contract on terms and conditions acceptable to KMA that requires the CEM to promptly perform the work described below (the "**CEM Contract**"). City shall be exclusively responsible for all CEM costs incurred under the CEM contract through issuance of the Certificate of Occupancy. KMA shall be exclusively responsible for all CEM Contract costs after issuance of the Certificate of Occupancy. At a minimum, the CEM contract shall require the CEM to promptly perform the following work:

1. On or before 60 days after the Effective Date, prepare and submit to NDEP for approval the Soil and Groundwater Management Plan. At a minimum, and not by way of limitation, the Soil and Groundwater Management Plan shall cover the following matters:

EXHIBIT "L-1" – PROJECT ENVIRONMENTAL INFORMATION
(Continued)

(i) Procedures for CEM Hazardous Substances testing of all excavated soils and any groundwater encountered before, during and after completion of construction of the Project;

(ii) The location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles that NDEP will approve for use as fill for the Project;

(iii) The location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles containing concentrations of Hazardous Substances exceeding that allowed by NDEP to be used as fill for the Project;

(iv) The Environmental Permits and the responsibility therefor, including, but not limited to, Clark County Department of Air Quality Management dust permitting, NDEP/federal storm water discharge permits, NDEP/federal point source discharge permits, and any Nevada Department of Conservation and Natural Resources – Division of Water Resources well construction and water appropriation permits;

(v) The method and timing of progress reports, and the method and timing of reporting the discovery of Hazardous Substances encountered during construction that do not constitute Known Hazardous Substances previously reported to NDEP; and

(vi) Technology and the construction of any facilities to be used for on-site treatment and disposal of soil or groundwater, if any, containing or found to contain Hazardous Substances.

2. Obtain on behalf of and in the name of City all necessary Environmental Permits for the Project;

3. Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Project;

4. Deliver to City at the conclusion of the Project construction all records relating to any treatment facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

5. Coordinate UPRR's discharge of the UPRR Environmental Obligations with the Architect and UPRR. The CEM shall regularly report to the Parties a summary of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered before, during or after completion of construction of the Project, including a discussion regarding UPRR's discharge of UPRR Environmental Obligations;

6. To the extent any dispute arises with UPRR regarding UPRR Environmental Obligations, the CEM shall immediately report such dispute to the Parties; and

EXHIBIT "L-1" – PROJECT ENVIRONMENTAL INFORMATION
(Continued)

7. Ongoing soil and groundwater monitoring, sampling, testing, and reporting as may be required by Applicable Environmental Guidance.

4L. Applicable Environmental Guidance Compliance Cost Allocation. With respect to any Hazardous Substances within or without the Project Site, KMA shall design, construct, and operate the Project in a manner consistent with Applicable Environmental Guidance. If and to the extent UPRR Environmental Obligations will not cover the costs of complying with Applicable Environmental Guidance, the Parties shall bear those costs as set forth herein. Notwithstanding any other provision in this Agreement: (i) any costs: (a) to excavate or transport within Union Park soils from the Project Site, (b) to dispose of or reuse clean or remediated soils excavated by KMA and delivered to the City prior to the issuance of a Certificate of Occupancy, (c) to design, construct, and implement Activity and Use Limitations prior to the issuance of the Certificate of Occupancy, or (d) otherwise allocable to the City under this Agreement but in excess of the City Remediation Cost Cap for those matters subject to the cap, shall be borne by KMA as a Project Cost; (ii) Sampling and analytical costs to evaluate concentrations of Hazardous Substances within soils excavated and delivered by KMA to the City prior to the issuance of the Certificate of Occupancy shall be borne exclusively by the City; and (iii) KMA shall be solely responsible for all costs incurred to comply with Applicable Environmental Guidance after issuance of the Certificate of Occupancy.

5L. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees ("Released Party") from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any release of Hazardous Substances or any violation of Environmental Laws occurring on the Project Site prior to the Effective Date. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party responsible for a Release of Hazardous Substances affecting the Project Site or any violation of Environmental Laws.

6L. KMA Indemnity KMA shall indemnify, hold harmless, and defend City, City's affiliates, council members, mayor, employees, agents, officers, successors, and assigns of and from all losses or claims for personal injury, property damage, or natural resource damages arising out of any failure by KMA to design, construct, or operate the Project in conformance with Applicable Environmental Guidance.

EXHIBIT "L-1" – PROJECT ENVIRONMENTAL INFORMATION
(Continued)

7L. Covenants Run With the Land. The Parties desire and agree that each of the rights and obligations set forth in this Exhibit L shall run with the land, benefiting and burdening the Parties' successors and assigns and all successor owners of the Property, and that the Declarations shall be drafted and recorded to give notice to third parties of such rights and obligations.

[illegible]

Kinley-Horn and Associates, Inc.

PRE DEVELOPMENT OF PARCEL A2

SIVAS AND RAO

[illegible]

Exhibit "N-1" - Adjoining Property Easement Legal Descriptions

Page 1 of 5

November 9, 2006
J. Rangel / C. Pond:

Exhibit 'A'

EXPLANATION

THIS DOCUMENT DESCRIBES A PARCEL OF LAND TO BE DESIGNATED FOR PUBLIC ACCESS IN SUPPORT OF THE UNION PARK PROJECT.

LEGAL DESCRIPTION

A PORTION OF LOT 5 OF THAT CERTAIN FINAL MAP RECORDED IN BOOK 53, PAGE 61 OF PLATS, ON FILE AT THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY NEVADA, AND LYING WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY THE FOLLOWING THREE (3) COURSES; 1) NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET; 2) THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; 3) THENCE NORTH 27°55'16" EAST, 1.68 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 62°04'44" EAST, 50.00 FEET TO NORTHWESTERLY LINE OF SAID LOT 5; THENCE DEPARTING SAID NORTHWESTERLY LINE SOUTH 62°04'44" EAST, 136.11' TO THE **POINT OF BEGINNING**; THENCE NORTH 27°39'07" EAST, 64.00 FEET; THENCE SOUTH 62°20'53" EAST, 212.03 FEET; THENCE SOUTH 27°39'07" WEST, 64.00 FEET; THENCE NORTH 62°20'53" WEST, 212.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 13,570 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

Land Surveyor, PLS
John E. Forsman
Nevada License No. 10053



11.14.06



Horizon Surveys

9901 Covington Cross Dr. • Suite 190 • Las Vegas, NV 89144 • (702)228-5086 • (702)228-0677 • www.horizonsurveys.com

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

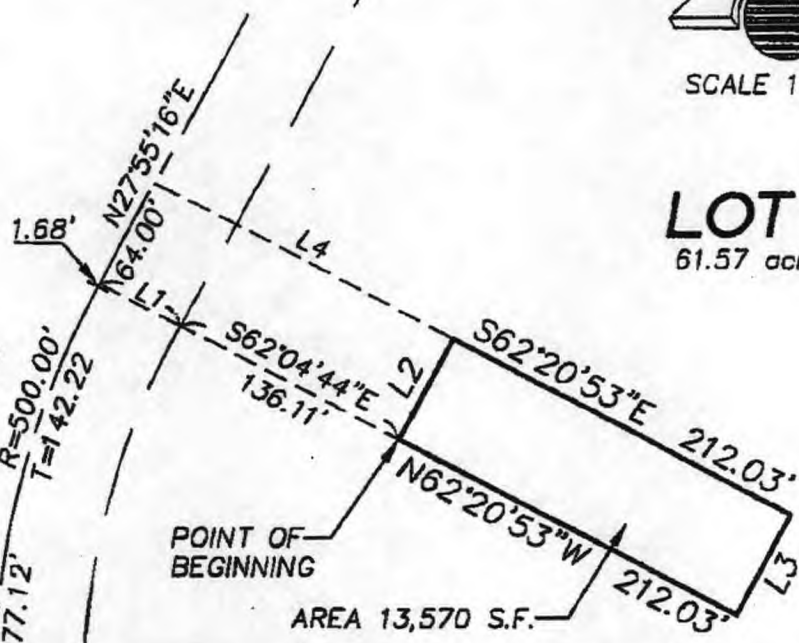


SCALE 1"=100'

LOT 5
61.57 acres

GRAND CENTRAL PARKWAY

BASIS OF BEARINGS
Δ=31°45'19"
L=277.12'
R=500.00'
T=142.22'
N03°50'03"W 209.30'



LINE TABLE

LINE	BEARING	LENGTH
L1	S62°04'44"E	50.00'
L2	N27°39'07"E	64.00'
L3	S27°39'07"W	64.00'
L4	N62°04'44"W	185.81'

BONNEVILLE AVENUE

POINT OF
COMMENCEMENT

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

Exhibit "N-1" - Adjoining Property Easement Legal Descriptions

Page 3 of 5

November 9, 2006
J. Rangel / C. Pond:

Exhibit 'A'

EXPLANATION

THIS DOCUMENT DESCRIBES A PARCEL OF LAND TO BE DESIGNATED FOR PUBLIC ACCESS IN SUPPORT OF THE UNION PARK PROJECT.

LEGAL DESCRIPTION

A PORTION OF LOT 5 OF THAT CERTAIN FINAL MAP RECORDED IN BOOK 53, PAGE 61 OF PLATS, ON FILE AT THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY NEVADA, AND LYING WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF GRAND CENTRAL PARKWAY THE FOLLOWING THREE (2) COURSES; 1) NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET; 2) THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°15'10", AN ARC LENGTH OF 237.83' FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 66°34'53" EAST, 55.00 FEET TO THE POINT OF BEGINNING AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 445.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 66°34'55" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°30'11", AN ARC LENGTH OF 34.97 FEET; THENCE NORTH 27°55'16" EAST, 1.06 FEET; THENCE SOUTH 62°20'53" EAST, 382.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2070.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 71°11'36" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'26", AN ARC LENGTH OF 32.78 FEET; THENCE SOUTH 17°53'58" WEST, 3.71 FEET; THENCE NORTH 62°20'53" WEST, 388.86 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,849 SQUARE FEET, MORE OR LESS.

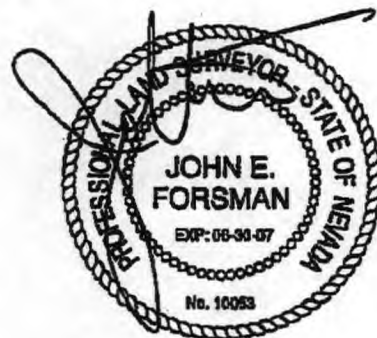
BASIS OF BEARINGS

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

Land Surveyor, PLS
John E. Forsman
Nevada License No. 10053



P:\Active Projects\410.128_Legals\410.128.05\410128LE01.doc • Page 1 of 3



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11.14.06

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



LOT 5
61.57 acres

GRAND CENTRAL PARKWAY

BASIS OF BEARINGS
 $\Delta=27^{\circ}15'10''$ $R=500.00'$
 $L=237.83'$ $T=121.21'$
 $N03^{\circ}50'03''W$ 209.30'

POINT OF BEGINNING

POINT OF COMMENCEMENT

BONNEVILLE AVENUE

HORIZON SURVEYS

9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

SHEET 2 OF 3

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	S66°34'53"E	55.00'
L2	N27°55'16"E	1.06'
L3	S17°53'58"W	3.71'
L4	N27°55'16"E	1.06'
L5	S62°04'44"E	54.99'
R6	S66°34'55"E	-----
R7	S71°11'36"E	-----

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	445.00'	04°30'11"	34.97'	17.50'
C2	2070.00'	00°54'26"	32.78'	16.39'
C3	500.00'	04°30'09"	39.29'	19.66'

HORIZON SURVEYS



9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY MANAGER**DIRECTOR: DOUGLAS A. SELBY**☐ Consent ☒ Discussion**SUBJECT:**

ADMINISTRATIVE:

Report and possible action on the recent Clean Air Act amendment to the Nevada Revised Statutes and subsequent challenge to its constitutionality filed in District Court by several local business owners - All Wards

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

A group of local business owners on December 5, 2006, filed a challenge in District Court to the constitutionality of Question 5 (the Clean Indoor Air Act or anti-smoking initiative) that voters approved in November with a 54% approval rate. The new smoking restrictions were slated to take effect on December 8, 2006. A temporary injunction has been issued by the District Court.

The smoking ban will impact approximately 328 businesses licensed by the City of Las Vegas: 253 taverns which have restaurants, 12 restaurants service bars where alcohol is served by staff with meals, no bars for self service, and 63 active supper clubs (55/45 food to alcohol sales).

Existing supper clubs licensed by the City cannot, on their own, convert their business to a tavern to accommodate smokers. To convert from a supper club to a tavern would require a supper club to get City Council approval for a new Tavern Special Use Permit.

Section 2, paragraph 7 of the amendment places enforcement of its provision on the "Health authorities, police officers of cities or towns, the Sheriff and their deputies". There is no provision for enforcement by business licensing entities or code enforcement officers.

RECOMMENDATION:

Receive report and direct staff accordingly

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve to receive the report

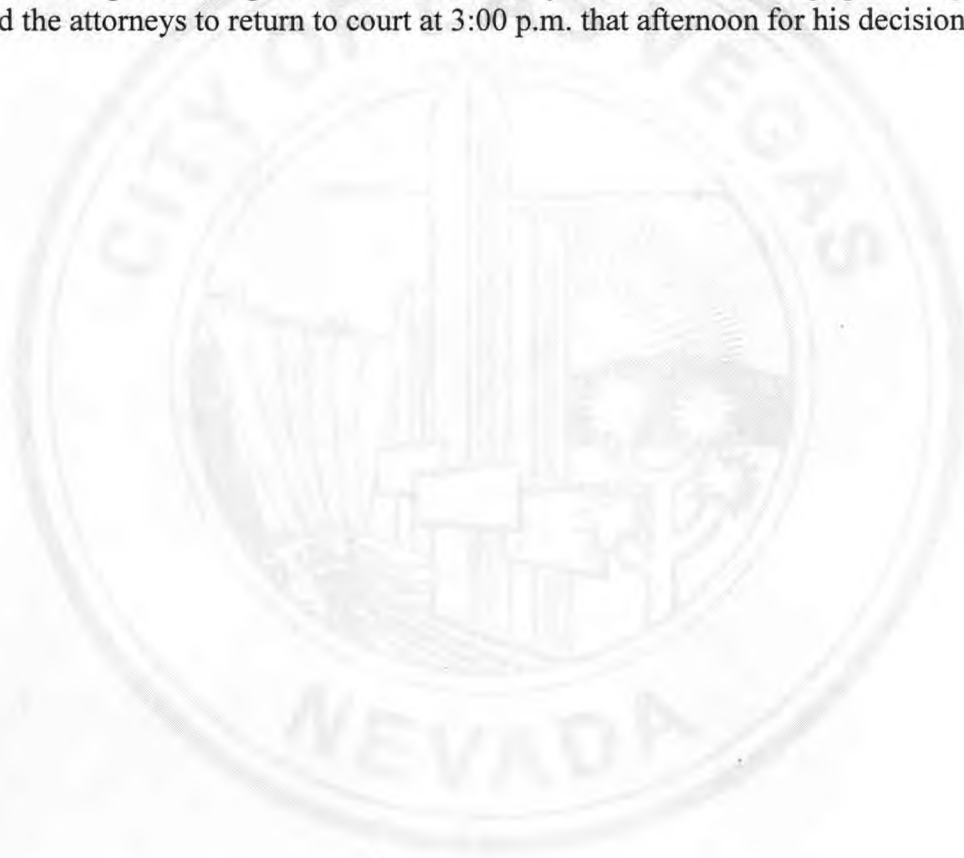
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

CITY ATTORNEY JERBIC advised that shortly after the Clean Indoor Air Act passed in November a legal challenge to its constitutionality was filed. The Judge presiding over the case ordered the attorneys to return to court at 3:00 p.m. that afternoon for his decision.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ Consent ☒ Discussion

SUBJECT:

Report and possible action regarding the status of the Exclusive Negotiation Agreement with DLC UrbanCore, LLC, and efforts by the City of Las Vegas to attract a full-service grocer to West Las Vegas - Ward 5 (Weekly)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

In August of 2004, Safeway closed three Vons stores in the Las Vegas area, including the former Vons store in Edmond Town Center which is located at J Street and Owens Avenue. Since that time, the City of Las Vegas has undertaken a number of efforts to attract a full-service grocery store to serve West Las Vegas. This report will summarize past efforts and provide the current status of the Exclusive Negotiation Agreement with DLC UrbanCore, LLC.

RECOMMENDATION:

Receive report and direct staff accordingly.

BACKUP DOCUMENTATION:

Submitted after meeting - hardcopy of PowerPoint presentation by Scott Adams

Motion made by LAWRENCE WEEKLY to Approve a 30-day extension of the ENA, exclusive to Food-4 Less negotiations

For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, gave a detailed PowerPoint presentation to update the Council on the status of the City's efforts to attract a full-service grocery store to West Las Vegas.

LAMONT BLACKSTONE and STEVE IRCHING, Principals with DLC UrbanCore, LLC, were present. MR. BLACKSTONE concurred with MR. ADAMS' presentation on the status and history of attracting a grocery store. As far as remaining potential grocers, he emphasized that

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DLC UrbanCore received a letter of intent from Tesco; however, its proposal does not fit the specifications for a 40,000-square-foot supermarket. At this point the most promising seems to be Food-4 Less, which at the twelfth hour completed its market analysis for the site and has indicated that the thresholds are acceptable. Food-4 Less executives intend to tour the site in January and make a decision.

MR. BLACKSTONE conceded that the process has taken far longer than desired, but it has been difficult to attract a supermarket to an area where one supermarket has gone defunct. He urged the Council to extend the Exclusive Negotiation Agreement for a limited time period of 90 days.

MAYOR GOODMAN was bewildered at the difficulty in attracting a major grocery store, given the development in the surrounding area and the offer made by the City. He asked CITY ATTORNEY JERBIC why the City cannot make it difficult for any grocery chain to open any other grocery store anywhere in the City without first developing one in West Las Vegas, which is what was done in the Gas Lamp District in San Diego, California. CITY ATTORNEY JERBIC advised that the City is a Charter City, it does not have home rule, and it is very limited in the amount of power given by the State Legislature.

MR. IRCHING interjected that there is more potential with attracting Food-4 Less, because it competes more effectively with Wal-Mart, which is located down the street. He truly anticipates Food-4 Less will commit by the end of the extension period requested.

COUNCILMAN WEEKLY expressed his frustration with this process, because DLC UrbanCore shared in meetings its many successes in other places, yet nothing has transpired for this location. He has traveled to cities all over the country and has seen major grocery chains go into areas that are much worse than West Las Vegas. MR. BLACKSTONE agreed that it has been a lengthy and arduous process, because the City has to offer an incentive and DLC UrbanCore had to offer a rent discount in order to solidify the interest of Food-4 Less, which he believes is the better prospect.

Referring to the PowerPoint slide on Strategies to Consider, COUNCILMAN WEEKLY stressed that he could support Sav-A-Lot coming to the Edmond Town Center, but not a swap meet, as he heard from his constituency. Surely, Property Development Associates can do a better job of finding a co-anchor tenant for Sav-A-Lot.

In response to COUNCILMAN WEEKLY'S request for his recommendation about extending the ENA, MR. ADAMS indicated that one of his primary concerns is that there are several interested firms, and he would not want to close off any opportunity to work with one of those firms through another developer. However, some consideration could be given to a 30-day extension exclusive to negotiations with Food-4 Less.

COUNCILMAN WEEKLY stressed that he definitely could not support a 90-day extension. He felt more comfortable with the 30-day extension, noting that he would like the City to retain the land and to continue with the capital incentive until a grocer commits to the area, because it is a true hardship for residents of West Las Vegas to not have this service in the neighborhood.

**City's Efforts to Attract a
Full Service Grocery Store
to West Las Vegas**

December 20, 2006

City of Las Vegas

Office of Business Development

Report on City's Efforts

- Chronology of Events
- Efforts at Enterprise Park site
- Grocery stores contacted since August 2004 (partial list)
- Current Market Situation
- Strategies to Consider

Chronology of Events

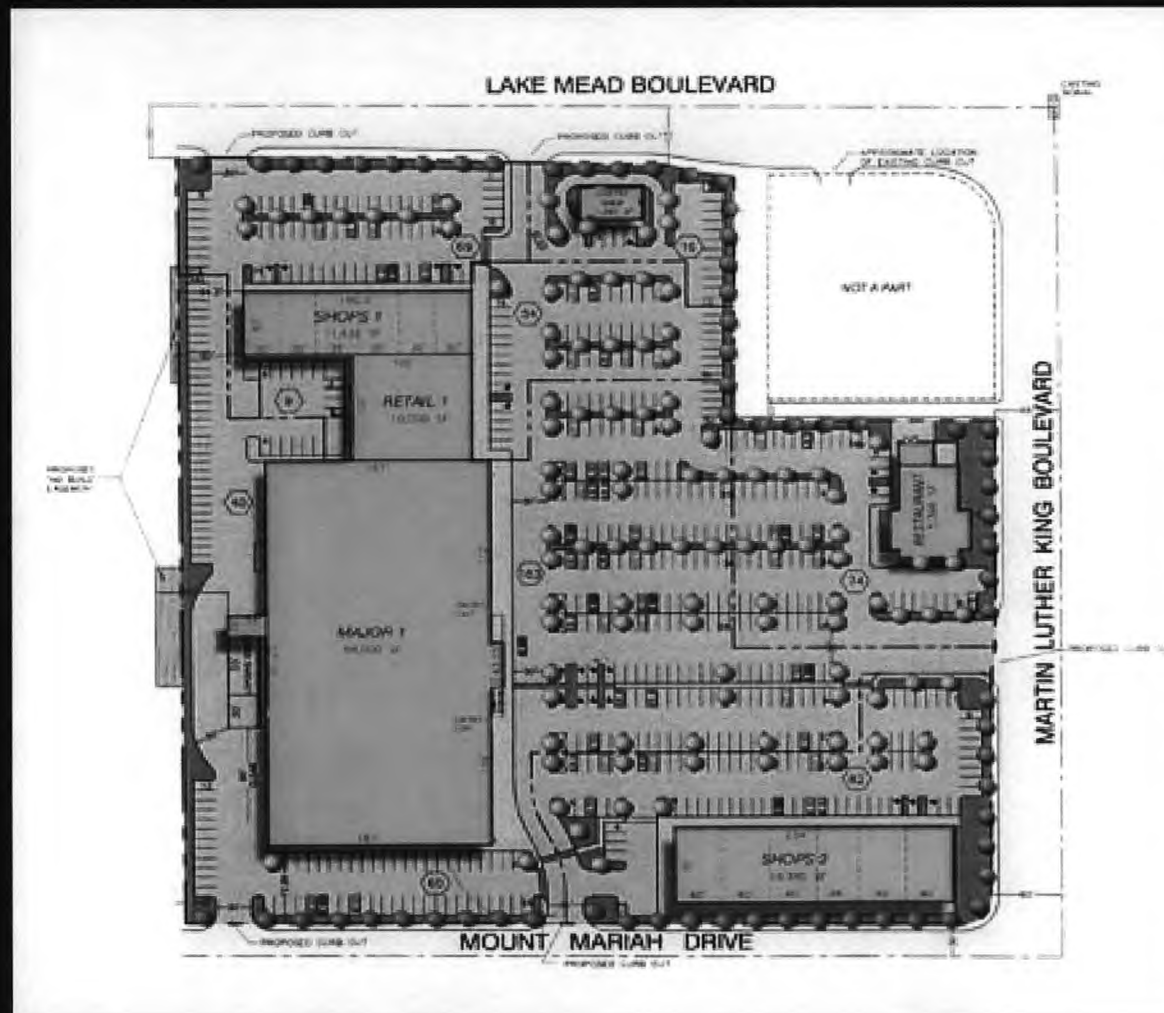
- Safeway closed WLW Vons store in August 2004, 1 of 10 Area big box grocery stores to close between January 2004 and April 2005
- Property Development Assoc. (Safeway affiliate) controls the Owens store through 2015
- On July 7, 2005, City issued press release offering minimum \$300,000 incentive for either Owens location or Enterprise Park location
- In 3rd Quarter 2006, City increased potential incentive to \$5 Million capital contribution at either location

Efforts at Enterprise Park Site

- On 9/1/05, City released RFP No. 050570-DK for 10-acre Enterprise Park site
- City selected DLC Urban Core and entered into ENA on 12/21/05 to attract 40,000 square foot grocer anchor
- DLC worked with several national chains and marketed site at 2006 ICSC and in industry periodicals
- DLC has not succeeded in obtaining a firm tenant commitment; ENA expires on 12/31/06

DLC Urban Core Plan

Enterprise Park



Edmond Town Center

West Las Vegas: Owens & H Street



Grocers Contacted

(partial list; contacted since August 2004)

- Kroger (Food-4-Less, Smith's Food & Drug)
- Supervalu (Save-A-Lot, Albertsons, Lucky's)
- Raley's
- Food City
- Unified Western Grocers
- Vons
- Wal-Mart
- Tesco
- Whole Foods
- WinCo Foods
- King Ranch Market
- Supermercado del Pueblo
- K.V. Mart
- Target

Current Market Situation

- Every national grocery chain operating in the Western U.S. has been contacted by ETC, DLC or City
- Some national operators – including Save-a-Lot, Food-4-Less, WalMart, and Tesco – have not ruled out a new store in trade area
- Save-A-Lot opened a new store at Washington & Rancho
- Wal-Mart is proceeding with SuperCenter on Lake Mead, east of Rancho

Strategies to Consider

- OBD continues working with Property Development Associates/Edmond Town Center to attract grocer to Vons Space
- Let ENA expire on 10 acre site
- City holds 10-acre site until grocer commits with LOI – likely prospects are Food-4-Less, Wal-Mart, Tesco, or an independent grocer
- City should continue to offer \$5 Million capital incentive (incentive will not accelerate the site selection process)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action to retain the consulting services of Williams Aviation to assist the City of Las Vegas in an appeal of the FAA record of decision regarding the proposed right turn at McCarran International Airport (\$100,000)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

The City Council should discuss and vote on the above proposal.

BACKUP DOCUMENTATION:

Combined Verbatim Transcript for Items 46 and 47

Motion made by GARY REESE to Hold in Abeyance Items 46 and 47 to 1/3/2007, with the directive that Dr. Lichman prepare in the interim the documents that will give the City standing to proceed with the appeal and to report on 1/3/2007

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

A combined Verbatim Transcript of Items 46 and 47 is made a part of the Final Minutes under Item 46.

APPEARANCES:

OSCAR GOODMAN, Mayor

BRAD JERBIC, City Attorney

LAWRENCE WEEKLY, Councilman

GARY REESE, Councilman

LOIS TARKANIAN, Councilwoman

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

STEVE WOLFSON, Councilman
TOM McGOWAN, Las Vegas resident
GREG TOUSSAINT, The Lakes resident
BURTON STEINBERG, The Lakes resident
DONNA TOUSSAINT, 9030 West Sahara Avenue
CHARLES JONES, Summerlin resident and member of the Aviation Committee
STEPHEN BLUM, 10870 Carbonia Court
GARY GROTE, Sun City Summerlin resident
CYNTHIA ABNEY, 8300 Opal Cove Drive
JACK FORD, 3044 Yankee Clipper Drive
JERRY O'NEAL, West Las Vegas resident
LARRY BROWN, Councilman
RONI RONEMUS, City Clerk

CITY COUNCIL MEETING OF
December 20, 2006

COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47

1 Discussion and possible action to retain the consulting services of Williams Aviation to
2 assist the City of Las Vegas in an appeal of the FAA record of decision regarding the
3 proposed right turn at McCarran International Airport (\$100,000)

4
5 Discussion and possible action to retain legal services of Chevalier, Allen and Lichman to
6 represent the City of Las Vegas in an appeal of the FAA record of decision regarding the
7 proposed right turn at McCarran International Airport (\$300,000)

8

9 APPEARANCE LIST:

10 OSCAR GOODMAN, Mayor
11 BRAD JERBIC, City Attorney
12 LAWRENCE WEEKLY, Councilman
13 GARY REESE, Councilman
14 LOIS TARKANIAN, Councilwoman
15 STEVE WOLFSON, Councilman
16 TOM MCGOWAN, Las Vegas resident
17 GREG TOUSSAINT, The Lakes resident
18 BURTON STEINBERG, The Lakes resident
19 DONNA TOUSSAINT, 9030 West Sahara Avenue
20 CHARLES JONES, Summerlin resident and member of the Aviation Committee
21 STEPHEN BLUM, 10870 Carbonia Court
22 GARY GROTE, Sun City Summerlin resident
23 CYNTHIA ABNEY, 8300 Opal Cove Drive
24 JACK FORD, 3044 Yankee Clipper Drive
25 JERRY O'NEAL, West Las Vegas resident
26 LARRY BROWN, Councilman
27 RONI RONEMUS, City Clerk

***CITY COUNCIL MEETING OF
December 20, 2006***

**COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47**

28 (1:31:51 - 2:10:32)

29 40 minutes

30

31 Typed by: Shamika Webb

32 Proofed by: Carmel Viado

CITY COUNCIL MEETING OF
December 20, 2006

COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47

33 **MAYOR GOODMAN**

34 All right. Items 46 and 47. Forty-six is discussion and possible action to retain the
35 consulting services of Williams Aviation to assist the City of Las Vegas in an appeal of
36 the FAA record of decision regarding the proposed right turn at McCarran International
37 Airport. And 47 is discussion and possible action to retain legal services of Chevalier,
38 Allen and Lichman to represent the City of Las Vegas in an appeal of the FAA record of
39 decision regarding the proposed right turn at McCarran International Airport. Mr. Jerbic.
40

41 **BRAD JERBIC**

42 Thank you, Your Honor. I've asked that both of these items be put on the agenda this
43 morning. As you're aware, the FAA has been discussing a possible change to the
44 departure route at McCarran International Airport, which has been commonly referred to
45 as a right hand turn. This has been studied in late 2005 and in 2006. Public comment
46 ended in March of this year. The FAA in November of this year issued what we
47 expected. It's called a finding of no significant impact in record of decision. That is the
48 final action by the FAA which found that they believe in their opinion, there's no
49 significant impact in changing the take off patterns of McCarran International Airport to
50 include approximately 60 percent of the flights using a right hand turn. What that
51 essentially means is that airplanes taking off from an east to west direction, instead of
52 making a left hand turn over unoccupied parts of the valley as they head east, will make a
53 right hand turn, putting the planes over Summerlin, West Las Vegas, some of the more
54 densely populated areas of the Las Vegas valley.

55 If the City or citizens wish to challenge that decision, we're on a time frame now. Sixty
56 days from the time the FAA enters a finding of no significant impact and record of
57 decision, a challenge may be mounted only in the Federal Court of Appeals in the circuit
58 in which the decision was made, in our case, the Ninth Circuit Court of Appeals or the
59 District of Columbia. The City of Las Vegas had retained, during the comment period,
60 the services of Williams Aviation and the services of Chevalier Litchman in Southern

CITY COUNCIL MEETING OF
December 20, 2006

COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47

61 California, a very fine law firm that does FAA work, to be our advisors on this matter.
62 We're at a point in time right now where decision needs to be made as to whether or not
63 we're gonna go to that next step, which is to appeal the FAA decision in the Court of
64 Appeals. We have 60 days, as I said, from the decision that was rendered in November,
65 which brings us essentially to January 11, would be the final date for paperwork to be
66 filed in the Court of Appeals to begin that process. With that presentation, I'll be glad to
67 answer any questions.

68

69 **MAYOR GOODMAN**

70 All right. Well, thank you. The January 11 date would require the filing of a – limited
71 document. But the document, even though limited in its physical presence would have,
72 would require a substantial amount of preparation because each of the allegations which
73 will be contained in that document must be attributed to a citizen who was objecting to
74 the right hand turn. Is that correct?

75

76 **BRAD JERBIC**

77 That's correct, Your Honor.

78

79 **MAYOR GOODMAN**

80 And we've had several public hearings where citizens have expressed themselves. In
81 order for their expressions to be preserved by the attorney, the attorney is going to have
82 to get the permission of that citizen to include that person in the lawsuit caption. Is that
83 correct?

84

85 **BRAD JERBIC**

86 That's correct.

CITY COUNCIL MEETING OF
December 20, 2006

COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47

87 **MAYOR GOODMAN**

88 Okay. I and – of course, I'm gonna have the other Councilmembers address this because
89 we're all vitally interested in this. There's a lot of money that's at stake here but to me,
90 the important issue is public safety. I've said that from day one. Councilman Wolfson
91 has stressed that in his neighborhood meetings. Councilwoman Tarkanian has pegged it
92 up a notch by calling attention to the crashes that have taken recently, have taken place
93 recently in the North Las Vegas area, which will definitely be affected by what's
94 happening, if in fact the right hand turn is utilized as suggested. But at the same time, we
95 have to be prudent in the way we are the stewards of taxpayers' dollars. There has been
96 monies that have been set aside for the expert thus far, that has not been expended. Is
97 that correct?

98

99 **BRAD JERBIC**

100 That's correct.

101

102 **MAYOR GOODMAN**

103 I'm gonna suggest for today's purposes that we – authorize the attorney to prepare the
104 document, but not file the document until the attorney comes before the Council.
105 Because I want to have certain assurances from the attorney as to the prospects of
106 success. I don't want to feel as though we're flushing money down the toilet. I wanna
107 feel as though we're going to be able to accomplish something in our efforts with the
108 FAA. And as pointed out by the Mayor Pro Tem to me in the office this morning, he was
109 saying we've – had issues with the FAA in the past, that perhaps had no been resolved to
110 our complete satisfaction regarding helicopters. And he's been intimately involved with
111 that, with Chris Conjuleiane at his side. So what I would like is, I would like this
112 Litchman to appear in front of us at our next Council Meeting, to have the document
113 ready to go on January the 11. The next Council Meeting is January the third. Is that
114 correct, Ms. Ronemus? Okay. I'd like her to appear in front of us. I want her to assure

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115 us of several things. I want her to assure that she will give us a monthly report as to her
116 progress, as to her billing and as to her prognosis of success without jeopardizing her –
117 legal position. Because I know the way lawyers have to keep a couple cards close to the
118 vest. And I wouldn't expect her to do that. But we're all her clients here. And, the least
119 that I would expect her to do is to go down the hallway during our briefings and to brief
120 us so that we know that, in our hearts, we're doing the right thing here. And that we're
121 doing it for the right reason in order to make this community a safe place. This is not,
122 and I will call it as long as I live, this is not an issue of rich and poor. The media has
123 tried to play that stupid game, saying that this is a Summerlin issue. And then you get the
124 cartoonist talking about the rich people up in Summerlin. This is a situation that these
125 planes will be coming right over the heart of our entire city. And we, unfor, Councilman
126 Weekly, I wish we we're all rich okay? Right. We're not all rich, and it's gonna go right
127 over your home and you're one of the poorest guys that I know, okay. And it's gonna go
128 over –

129
130 **COUNCILMAN WEEKLY**

131 Now, that's about the most honest thing I've ever heard you say.

132
133 **MAYOR GOODMAN**

134 Wait, I'm gonna go one step further. It's gonna go over my home, too. And I'm one of
135 the richest guys I know. So, it's –

136
137 **COUNCILMAN WEEKLY**

138 Now that's true also.

139
140 **MAYOR GOODMAN**

141 This is a wonderful country, okay.

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COUNCILMAN WEEKLY

Rich and poor together.

MAYOR GOODMAN

That's correct. That's why we're a wonderful country here. And, of – course when we evaluate what – is victory. Lawyers look at victories a lot of different ways. You get a serial killer and, you know, he doesn't go to the electric chair that – maybe a victory. In this particular matter, as I understand it, the FAA's proposal going to affect 60 percent of all the departures of McCarran will use the right hand turn, which will go over out into entire core of our city with the major population base. The lawsuit could, of course, cause a reversal of that decision, that's a complete victory. Okay. If we reverse what the FAA says. But at the same time, I know in negotiations, and Councilman Wolfson knows about negotiations in a – legal situation, you trade off some things. If we can make a substantial impact on the 60 percent and drive that down. that could be considered in some ways a less victory, but a victory being in and of itself. That what's I want Ms. Litchman to be able to talk to us about, to make sure we're doing our job right. Because we're charged with the responsibility protecting the public safety. That's the role of the Mayor and the City Council. And, that's – where I stand on this thing. All right. I'm happy to hear from the other Councilmembers –

COUNCILMAN WEEKLY

Your Honor.

MAYOR GOODMAN

Yes.

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167 **COUNCILMAN WEEKLY**

168 Just real briefly. Councilman Wolfson, I know you have a strong story on this. But, and
169 I do wanna say, you know, we do understand the pain over in a large portion of my
170 district because we deal with the North Las Vegas Airport. And I know that many of you
171 all have seen recently there was a crash that had taken place over in – one of my
172 neighborhoods here. So, we deal with it constantly. When you talk about planes are
173 gonna be flying over my neighborhood, Mayor, we already get it. We get low-flying
174 planes from North Las Vegas, we get helicopters. Thank goodness for Metro who patrols
175 our area there. We get those helicopters. We have UMC in our neighborhood, Valley
176 Hospital with helicopters. And so, we're inundated with aviation in Ward 5, believe me.
177 So, we – feel the pain.

178

179 **MAYOR GOODMAN**

180 Good. Thank you. Mayor Pro Tem.

181

182 **COUNCILMAN REESE**

183 Yes. I just want to reiterate our conversation this morning. About 12 years ago when I
184 was elected, I met with some of the neighbors that live close to the Strip. And we had
185 helicopters flying within a hundred, two hundred feet of their houses. (inaudible)
186 legislator, she did create a bill that created a group that could meet and discuss. There's
187 been many, many meetings. I was part of the group that met to do something. I talked to
188 the FAA, and as far as I know, nothing's ever happened except maybe the helicopters
189 flying a little bit higher. The area I represent, we do have a lot of air traffic from Nellis.
190 It seems like every night there's always four, five jets, helicopters flying over my house
191 also. It – is a problem, and I think we need to look at it as, I don't want – people to feel
192 like we have to look at it as reasonable issue. This was brought up because of the right
193 turn. And all the other issues are just sidelines, I think, of what we're really trying to do.
194 But I just want people to know that I do support, and I have supported for 12 years, trying

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195 to get rid of some of these nuisances that we have in our neighborhood. And sometimes
196 you feel like just batting your head up against the wall because they just look at you and
197 turn their nose at you. And I just hope this is not what happens in this case. I just hope
198 we can get a little, I guess bang for our buck, so to speak. And that we can be, at least,
199 make sure that most people that are out here today, and that have been her feel that we
200 are trying to do our best.

201

202 **MAYOR GOODMAN**

203 Thank you.

204

205 **COUNCILWOMAN TARKANIAN**

206 Mr. Mayor.

207

208 **MAYOR GOODMAN**

209 Councilwoman Tarkanian.

210

211 **COUNCILWOMAN TARKANIAN**

212 I would like to state that the words you spoke, we strongly support in Ward 1. And Helen
213 Cannon, who was here at the last meeting, called me and we spoke this morning. And
214 she just wanted to go on the record as saying, it's all about safety. And, that she strongly,
215 along with a large group of citizens in her area, are very supportive of our continuing the
216 fight to do what's right as far as this turn is concerned.

217

218 **MAYOR GOODMAN**

219 Thank you very much. Councilman Wolfson.

220

221 **COUNCILMAN WOLFSON**

222 Thank you, Mayor Goodman.

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223 **COUNCILMAN WOLFSON**

224 Just for anybody's who's listening in our audience today, as well as who – watches. The
225 agenda items, the way they read were talking about monies for Williams's Aviation in the
226 amount of 100,000 dollars. And monies for the law firm, Chevalier, Allen and Lichman
227 of 300,000 dollars. We have the opportunity, Mayor, to sit down with at least Ms.
228 Lichman, the lawyer from the law firm. It's my understanding, Mr. Jerbic that these are
229 amounts that are possible projected high-end amounts. We're not being asked to award a
230 100,000 dollar contract to Williams Aviation or a 300,000 dollar contract to this law firm.
231 What we're being asked and what the Mayor is moving to abey to the next meeting is for
232 an amount up to those amounts. And I agree with Your Honor, when you talk about the
233 need for prudence, to have monthly reporting. So that should this Council vote at our
234 next sessions to make these awards, once again, we're not writing checks for these
235 amounts. Basically, what we're doing is we, if we vote this way, is we have the ability to
236 spend up to these amounts if we think it's prudent. But along the way, if we feel that it is
237 not prudent to spend these entire amounts, we don't have to. I think these were
238 projections by the consultant and the lawyer as to how much it could cost, if we fought all
239 the way. And we don't know if we're gonna fight all that way. So, we may spend much
240 less than that, that's number one –

241

242 **MAYOR GOODMAN**

243 Right. And – of course, Councilman, when we get these reports on a every other week
244 basis at our Council meeting, we'll be able to measure the progress against the
245 expenditure.

246

247 **COUNCILMAN WOLFSON**

248 That's exactly right.

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249 **MAYOR GOODMAN**

250 And if it gets out of whack, then we could always go back.

251

252 **COUNCILMAN WOLFSON**

253 You're exactly right. Another aspect of this, it's my understanding that regardless of
254 what we may file in January, and I have a pretty good confidence level that we're gonna
255 file something in January to preserve our rights and to move forward with this appeal.
256 But these planes are gonna start flying in March.

257

258 **BRAD JERBIC**

259 Probably.

260

261 **COUNCILMAN WOLFSON**

262 But if there's nothing that we're gonna be able to do in January or February, as I
263 understand it from the meeting with the lawyer, it's gonna cause the FAA to stop what
264 they intend to start. We're not filing anything asking for injunctive relief, for example.
265 We're not filing anything as I understand it, to ask that the FAA's right turn, which is
266 scheduled to begin in March, to not start. I don't think we can prevent that. My point is
267 that come March and April, we're gonna get a pretty good idea about these airplanes
268 because they're gonna start flying. And we're gonna start seeing exactly the kind of
269 potential impact they have.

270 Thirdly, I wanna say this that I had the occasion to conduct two town hall meetings in the
271 last couple, three weeks out in my ward. And one of the subject matters was this FAA
272 proposed right turn. And Mr. Jerbic, you did a great job by coming and addressing my
273 constituents and providing them with the current update. But I took the opportunity at
274 that time to ask my constituents. Now, once again, this is in my ward and only my ward.
275 But I did a little informal unscientific survey. And I told these people, I said, "If we had
276 to spend hundreds of thousands of dollars to make this fight, who'd be willing to

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277 authorize the City Council to – send us a message that it is a good thing?" And every
278 hand went straight up in the air, Mayor. At these town halls, everybody was willing to
279 cast their vote and to send the message to this Council that they thought it was a good
280 idea to spend this money because it's the right kind of fight. So I just wanted to put that
281 on the record. And finally, Mayor, I think there are some people here that may want to
282 speak.

283

284 **MAYOR GOODMAN**

285 Okay. Fine. If, by show of hands, may I see how many may wanna speak? All right
286 then, we'll put a two minute time limitation on it then.

287

288 **BRAD JERBIC**

289 If I could, Your Honor, before the citizens get to speak, I wanna correct the record. Mr.
290 Touissant is in the audience and he may get up here and speak in a moment. He's been a
291 real leader in this and a real good source of information for my office. The number that I
292 spoke on the record was – incorrect. It's not 60 percent, it's 30 percent. But I wanna put
293 that in perspective. Right now five percent of the planes take off using runway twent,
294 two point five, that's the east west runway, make a right hand turn. If it goes from five
295 percent to 30 percent, it's over 200 flights a day that will end up over the most densely
296 populated area of the valley. It's a pretty significant increase.

297

298 **MAYOR GOODMAN**

299 Thank you. All right. Yes, sir.

300

301 **TOM McGOWAN**

302 Tom McGowan, Las Vegas resident with a background of US Naval Air in the Korean
303 War. There is a viable alternative. Before you leave, there is a viable alternative –

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304 **MAYOR GOODMAN**

305 I'll be listening back there.

306

307 **TOM McGOWAN**

308 You can. I can hold, you can hear me back there, that's all right. And what I need to say
309 to this Council, you can stand up (inaudible). But you need not. It's not entirely
310 necessary. The viable alternative is available. Not only to this Council but to everybody
311 in this country. The important ingredient is first you have to care enough to ask what it
312 is. Thank you.

313

314 **COUNCILMAN REESE**

315 Thank you. Toussaint.

316

317 **GREG TOUSSAINT**

318 Good morning. Greg Toussaint, Lakes resident. We always, we call you politicians,
319 Councilmen, Councilwoman, Mayor. That's not always meant in a positive way by many
320 people because a lot of times our elected officials duck the hard issues. They don't
321 necessarily represent their constituents. They often represent special interest. We've seen
322 our County Commissioners duck this issue entirely. Some have said they were in favor
323 of the right turn. Most said they had no opinion. This is a federal issue, they're not
324 involved. Despite the fact that they operate our airport. Our Congressional delegation,
325 Senators, none of them, not a single one would stand up and say they were opposed of
326 this right turn and support the needs of their constituents. And that's the kind of behavior,
327 unfortunately, that gets a negative connotation in the word "politician." I'm happy to say
328 that the City Council is an exception to that rule. You guys have been involved in this
329 thing from day one, a year ago now. It's been a year. You've led the charge. You
330 formed the citizen panels to fight this. You've caused the FA to extend the public
331 comment period twice. You've hired consultants and attorneys. I think you've done

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332 everything so far that we could ask you to do, as public servants, not as politicians. So, I
333 wanna thank you on behalf of myself and, I think, a lot people in your community on
334 what you've done for us so far. It's been very, very refreshing experience for me and for
335 so many other people. We're now considering spending up to perhaps 400,000 dollars or
336 you are. Excuse me for one second.

337

338 **MAYOR GOODMAN**

339 Sure.

340

341 **GREG TOUSSAINT**

342 That 400,000 dollars represents less then one dollar for each of the 500,000 people who
343 live under this flight of this flight path. That's not necessarily a bad investment. I think
344 its worth, it's really worth your time. Thank you.

345

346 **MAYOR GOODMAN**

347 Thank you very much, 'preciate that.

348

349 **BURTON STEINBERG**

350 Mr. Mayor, Councilmen, Councilwoman. Burton Steinberg, resident of the Lakes for 19
351 years. I have attended two of the three forums set up by the Federal Aviation
352 Administration and I've read many articles in the newspaper regarding this entire issue.
353 And the only thing I'll say is that this is strictly for the benefit of the airlines and that is
354 one thing that was definitely said, stated in the newspaper. And airplanes coming over
355 our homes at 5,000 feet really isn't anything great for the quality of life. Thank you very
356 much.

357

358 **MAYOR GOODMAN**

359 Thank you.

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360 **DONNA TOUSSAINT**

361 Good morning, everybody, Mayor, City Council. My name is Donna Toussaint, 9030
362 West Sahara. And I really wanna thank the Mayor for putting the important issue on the
363 table. It's been really a fun thing for the media to say this is a noise issue, this is a
364 Summerlin issue, it's not. When these planes go over, and they go over the County seat,
365 that's not in Summerlin. This building isn't in Summerlin. The Fremont Street
366 Experience is not in Summerlin. Councilman Weekly does not live in Summerlin. This
367 is gonna affect everybody. Right now we do get arrivals, we do have airplane noise, we
368 do have that. But one thing that really is disconcerting to me as a citizen is that nobody is
369 really talked about the security issue. And the security issue is you have a plane fully
370 loaded with fuel making a right hand turn going belly up, its blind, going over the heart
371 of the city. And we're saying over this building. And when I came into this building
372 today, I had to go through a metal detector, why was that? You know we have to be
373 concerned about security. I don't where Homeland Security is on this issue. But the
374 reality is we're giving someone who might potentially want to do harm to us the ability to
375 that. When nine eleven hit it impacted the city of Las Vegas and the Clark County
376 business area to the – point where thousands of people lost their jobs. If the unthinkable
377 were to happen to Las Vegas, you not going to have to worry about a supermarket in –
378 Ward 5, 'cause guess what? There's not gonna be anybody here to buy food. We need to
379 think about security of – us. And going over the heart of the city, over 500 million
380 people, as opposed to going left and going over an area that's less densely populated and
381 worry about the desert tortoises. It's something that I just can't get my mind around. So I
382 want to thank you. You guys are wonderful. And you know what, we're very lucky to
383 have you. Thank you.

384

385 **MAYOR GOODMAN**

386 Thank you. The record should be corrected. You misspoke yourself. Five hundred
387 thousand, not 500 million.

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388 **DONNA TOUSSAINT**

389 That's true.

390

391 **MAYOR GOODMAN**

392 Right. Yes.

393

394 **CHARLES JONES**

395 Mr. Mayor, City Council. My name is Charles Jones. I live in Summerlin. But the
396 airplanes aren't going to be flying over where I live. I was one of eight people that was
397 on your Aviation Committee. And I'm gonna say some very harsh things here. There
398 just gonna be a reality check. I talked to Councilman Wolfson the other day, and he
399 asked that I come today and make the same statement so I'm going to.

400 First of all, I think the decision for the right turn was an academic decision, it was not a
401 safety decision. It was a selfish decision by the FAA, not taking into consideration what
402 the aviation panel came up with, what your desires are, what the people live in Las
403 Vegas. And it's a Las Vegas FAA problem, not necessarily a County problem. They've
404 opted out, haven't done anything. But after the decision was made, well, before the
405 decision was made, I did an awful lot of studying on the area. And I think the first
406 conversation I ever had with the Mayor was one of the FAA meetings, it's strictly a safety
407 exit prevention issue. So I geared myself up after the FA decision. Went out to the base,
408 spent several days watching the traffic out there, just to make sure that I was up to speed.
409 I went in the control room, talked to all 15 controllers. Talked to everybody out there.
410 And the FA's decision to mingle traffic with Las Veg, with Nellis Air Force Base was a
411 very very poor decision. And the reason I call her an academic decision because I
412 believe anybody that made the decision came out and watched the traffic in this valley.
413 And I've spent weeks at all different locations watching the traffic in the valley, watching
414 the traffic out of Nellis. It's gonna take me about 15 minutes. But I will say, and I'll be
415 glad to sit down and discuss this with anybody. I've been approached by Williams

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416 Aviation. They've come and talked to me. I said I will cooperate with the attorneys.
417 And I say that this was a scheme by the FAA to use Summerlin against the people that
418 live – under the existing traffic. And it became a conspiracy. And I have a letter signed
419 with names of where the FAA approached people who live under existing traffic, to start
420 a fuss with Summerlin, and that's when all these issues came up in the – letters to the
421 editor. The RJ and the Sun came out with articles really not telling the truth of what the
422 problem was. I called each one of the people that wrote the articles up. A couple of them
423 came up to my house with, excuse me. We talked; nothing got changed in the paper. So
424 I believe a judge and judge or jury hearing the position of this Council. Those of us that
425 were on the panel would certainly give a new, some light to this. I don't think the FAA
426 has a leg to stand on if it goes before a judge and a jury. We gave them alternatives that
427 they could use. It's – just not been a good – situation.

428
429 **MAYOR GOODMAN**

430 It will not go before a jury. The way it works, this is a very. I've – come into two, it's
431 interesting. Two areas, one was Yucca Mountain, that when you have litigation
432 regarding Yucca Mountain, it ends up in a United States Court of Appeals, either in the
433 Ninth Circuit because that's where Yucca Mountain is situated or back in DC. The same
434 thing's true here. Very unusual. This will be a decision that will be made by three judges
435 in the Ninth Circuit. And, of course, you can always petition for a rehearing in bonk,
436 where you ask for all the judges of the Ninth Circuit to hear it, then the United States
437 Supreme Court. But we will not have a jury trial on the issue.

438
439 **CHARLES JONES**

440 Well, I believe efforts should be made to get an injunction to stop this, to stop it before it
441 ever starts. If it gets started, knowing how things operate with the Federal Government,
442 it's gonna be very hard to stop it –

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443 **MAYOR GOODMAN**

444 That's one of the things I wanna talk to the attorney, when the attorney's here on this
445 third. Thank you.

446

447 **COUNCILMAN WOLFSON**

448 Mayor Goodman, if you don't mind –

449

450 **MAYOR GOODMAN**

451 Yes.

452

453 **COUNCILMAN WOLFSON**

454 Mr. Jones just gives us a little bit about your background. I mean anybody can come up
455 and stand up and give an opinion. But I think it's a good thing for you to tell us who you
456 are.

457

458 **CHARLES JONES**

459 Well, I'm a retired Air Force General. And that and a buck and a quarter will get you a
460 cup of coffee in most places. But I did spend about 34 years wearing a uniform and
461 flying. I flew my entire career in the Air Force. And I was a test pilot, several different
462 jobs. Wing Commander for 15 years. So I've been around aviation business quite a bit. I
463 left the Air Force after I had 9 years and I went with the FAA as an Air Carrier Inspector
464 on the 727's, 37's. I was current in the airplanes. I have an airline transport rating. And
465 I flew in and out of Las Vegas giving check rides to the pilots quite a bit. And I've flown
466 in and out of Nellis Air Force Base from 1956 through 1986 when I retired. So, I'm
467 familiar with this area. And I go out to the base all the time. And I started flying when I
468 was 16 years old as – a young kid. So I got about 45 years of the aviation experience.
469 And I got involved in this situation because about two years ago, I was kinds disgusted
470 with the airplanes coming over the mountains, over Red Rock, putting their gearing flaps

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471 down from low altitude. Coming out, up on the power and dragging into the pattern. I
472 was also a little concerned about an airplane that takes off out of there and turns right
473 about 4:15 in the morning and every hour thereafter 'til about 8 o' clock. And so I talked
474 and I had done consulting work for that company. So I asked the vice president if they
475 would consider taking off straight out, going around Mount Charleston and getting that
476 noise away from the valley. Because going over that ridge, it's an echo chamber. It just
477 echoes lot louder then just the middle of the valley. Well, I called the Administrator, the
478 FAA up. When I – couldn't get things done locally. And the Chief of Staff of the FAA
479 had Mr. Withacom, who's in charge of the Western Region, and I think it was Mr.
480 Cocker, or a name is close to that, is in charge of the air traffic and Dell Meadows and
481 myself meet out at McCarran Airport. Well, they, end result was we got the airplanes
482 coming in high, blowing the power back but waiting to put their gearing flaps down like
483 they should. And it got very quiet over the valley. The second part of that was, I got the
484 company that made, excuse me, made those early takeoffs in the morning to go the, I
485 asked 'em to go around Mount Charleston. Well, their company wouldn't buy that. But
486 they did agree to go the other side of the mountains so that echo wouldn't happen in
487 mornings. And they did that for a long time.

488 One of the reasons I have said this morning that there is a conspiracy to get the people
489 complaining about Summerlin spreading some of the noise. And Summerlin is really the
490 underdog in this fight. Well, soon as the FAA announced they were going to make that
491 right turn, low and behold, one or two airplanes three or four times a week would come
492 right back over the old route, noise again in the valley. So I contacted the man that runs
493 it. I said, "Why are you making the right turn when we agreed you would fly the other
494 side of the mountains?" He said, "Well, the FAA is turning us right, we would prefer to
495 go out seven miles, make the right hand turn, keep it quiet for public relations. But the
496 FAA is turning us right occasionally." That gave me the impetus to get back in this. And
497 there's no need for those airplanes turning short. And I've complained about it. I called
498 the FAA Administrator again. She was in India, I think. at the time. A new Chief of

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499 Staff got on the phone and I went over the entire issue with him. And I said, "I'm just a
500 civilian, just a citizen. I think you oughta rethink that right turn and save everybody a lot
501 of money." Well, I never ever got any response back. I even said, "You, Mr. Chief of
502 Staff, and you, the FAA Administrator, should come out here and look and see that this
503 was just an academic decision. You oughta see what goes on the valley here. You
504 should not be mingling air carrier traffic with military traffic." They punched out of two
505 airplanes this year out there, a F22 and a F16. Now if they'd been taking off towards the
506 city, God knows what, excuse me, where the airplanes would've gone. It is really, really
507 almost criminal to mingle this traffic with Nellis. And maybe y'all don't know this, and I
508 found this out, that Nellis controls the IFR, the instrument traffic into North Las Vegas.
509 So, you got people working on different frequencies, different times. And I can give you
510 lots of, we don't have time here, but I can give you lots of what if's from my own
511 experience from flying. And if an accident can happen, it probably will some day. And –
512 I think I can stand up in front of a judge and be very convincing about this right turn. I
513 can go on a lot more but I think I probably said enough. Maybe give you so some
514 comfort to go a head and – take legal action.

515

516 **MAYOR GOODMAN**

517 Thank you, sir. Yes, sir.

518

519 **STEVEN BLOOM**

520 That's a hard act to follow. Mr. Mayor, Councilors. My name is Steven Bloom, 10870
521 Cabonia Court. I just want to thank you on behalf of my family for all your efforts today
522 and would encourage you to continue to do so. To paraphrase St. Augustine, it's better to
523 have tried and failed than not to have tried at all. Thank you.

524

525 **MAYOR GOODMAN**

526 Thank you, sir. Yes, sir.

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527 **GARY GROTE**

528 Gary Grote, Sun City Summerlin. Councilman's Brown district. I'd like to concur with
529 the General. I was 22 years in the airlines, five in the military. Don't let it start. Once it
530 gets started, it won't stop. The noise level, as long as it, as well as the safety. They are
531 running the airplanes in the morning, 4 o' clock, 5 o'clock about every second, third day
532 over. Running 'em north on this side of the mountains. Now the other question, if we
533 come in the third we will know for sure whether you're gonna take action or not, would
534 that be a fair statement?

535

536 **MAYOR GOODMAN**

537 Yes.

538

539 **GARY GROTE**

540 Thank you.

541

542 **CYNTHIA ABNEY**

543 Good morning, Mayor, City Council.

544

545 **MAYOR GOODMAN**

546 Good morning.

547

548 **CYNTHIA ABNEY**

549 My name is Cynthia Abney, 8300 Opal Cove Drive. There comes a time when the needs,
550 welfare and safety of the citizens of Las Vegas need to be put first. I don't begrudge
551 anyone the benefits of commerce, and those residents who've watched this town grow
552 from a little bitty town to this giant urban sprawl that we have now, have always put
553 tourism and commerce first. But the time has come for the city – residents' safety to
554 come first over commerce. Based on my experiences, on your panel where we came

*CITY COUNCIL MEETING OF
December 20, 2006*

**COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47**

555 forward and gave you our information that we had learned about the inadequacy and the
556 weakness of the FAA's proposal to reinstate the right turn, I strongly encourage and
557 deeply appreciate the City going forward to fight the FAA's plan. Thanks again.

558

559 **MAYOR GOODMAN**

560 Thank you. Yes, sir.

561

562 **JACK FORD**

563 Mayor Goodman, Councilman. My name is Jack Ford, 3044 Yankee Clipper Drive. I'm
564 a retired Navy Air Traffic Controller with 17 years in that business. Everything that has
565 been said here is true. I never in my life encourage, ever saw where they changed
566 departure pattern from a sparsely populated area to one entirely populated. This is
567 abomination and I thank you for your support.

568

569 **MAYOR GOODMAN**

570 Thank you, sir. 'Kay. Anybody else?

571

572 **JERRY O'NEAL**

573 My name is Jerry O'Neal, West Las Vegas. I'd came up to give my moral and blessing to
574 all of you that is going through the changes out there. And with those moral and those
575 blessings maybe some day you may have a chance to also lend a moral support to
576 someone else that's going through changes also. So God bless you and may you get what
577 you want.

578

579 **MAYOR GOODMAN**

580 Anybody else? All right. Thank you, folks. Councilman Brown.

*CITY COUNCIL MEETING OF
December 20, 2006*

**COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47**

581 **COUNCILMAN BROWN**

582 Thank you, Your Honor. I just, if I could briefly reemphasize some points. And one is
583 certainly we've heard from the members of this Council and the citizens that we're all
584 currently impacted out in the Northwest. And I share this with Councilman Ross; we
585 have the North Las Vegas Airport that a lot of the incoming traffic literally goes right
586 over our backyards. And that's just the way of life out there. And we have the
587 helicopters, emergency response and Metro training. So don't think this whole issue of
588 equity, I think everybody in this valley is somehow impacted by aviation. It's a part of
589 being in a metropolitan area. And somewhere in the justification of the reasoning at the
590 airport the issue, as far as the impact of McCarran on this community has been raised, as
591 far as necessity to become more efficient in such. And, so I – stipulate that there's
592 probably some reasonability in some of the arguments. But it seems to come back, and
593 this is what I certainly support. The citizens and certainly this Council, that the safety
594 issue is the one that seems to be ignored. If we acknowledge there's equity in the valley,
595 as far as aviation or people are going to be impacted, and we acknowledge that there's
596 probably some efficiencies to protect the commerce of McCarran, which impacts our
597 economy, that's fine. But the safety issue that's been raised by the Mayor and the Council
598 members is – the one that seems to been suppressed and not addressed adequately in this
599 whole process. They seem to talk about a lot of other things but the safety issue. And
600 that seems, appears from your comments, Your Honor, to be our direction if we move
601 forward with legal council is, let's raise that safety issue. Let's raise it to the point where
602 the facts are brought forth, and certainly some of the experts that spoke today know far
603 better than I. But that's what I'm interested in hearing. Our experts with input from
604 additional people in our community. What's this all about from a safety standpoint? And
605 I just, I wanna, as the attorney comes back with some kind of report with this Council, I
606 would like that to be a one of the priorities that we hear at the next Council meeting.
607 Thank you.

*CITY COUNCIL MEETING OF
December 20, 2006*

**COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47**

608 **MAYOR GOODMAN**

609 Thank you. Any other comments at this time? All right. Thank you very much. Mayor
610 Pro Tem.

611

612 **COUNCILMAN REESE**

613 Your Honor, I think we're on the right track. I'd just like to make **a motion to follow**
614 **Staff Recommendation –**

615

616 **MAYOR GOODMAN**

617 (inaudible)

618

619 **BRAD JERBIC**

620 That would be hold this in abeyance for two weeks, both items?

621

622 **MAYOR GOODMAN**

623 What we're gonna do is, where going to not hold them in abeyance but what we're going
624 to do, well – **hold them in abeyance with the directive that Ms., Dr. Lichman comes**
625 **here at our next meeting.** That in the meantime she'll prepare the document which will
626 give us standing to proceed in the Ninth Circuit Court of Appeals and that we'll be ready
627 to go, pending our approval at the next meeting. Fair enough?

628

629 **BRAD JERBIC**

630 Very good, Your Honor.

631

632 **MAYOR GOODMAN**

633 And both of these items will come back when January, the third. And if a gentleman ask,
634 there will be an answer at that time. Okay, let's vote. Yes.

***CITY COUNCIL MEETING OF
December 20, 2006***

**COMBINED VERBATIM TRANSCRIPT - ITEM 46 AND
ITEM 47**

635 **RONI RONIMUS**

636 Is this the motion for both Items –

637

638 **MAYOR GOODMAN**

639 Yes.

640

641 **RONI RONEMUS**

642 Forty-six and 47?

643

644 **MAYOR GOODMAN**

645 Yes – Let's vote, please. Post. Motion carries. Thank you. **[UNAIMOUS]** And thanks
646 to everybody for coming down expressing your support. 'Preciate that.

647

648 **(END OF DISCUSSION)**

649 /sw;cv

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action to retain legal services of Chevalier, Allen and Lichman to represent the City of Las Vegas in an appeal of the FAA record of decision regarding the proposed right turn at McCarran International Airport (\$300,000)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

The City Council should discuss and vote on the above proposal.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Hold in Abeyance Items 46 and 47 to 1/3/2007, with the directive that Dr. Lichman prepare in the interim the documents that will give the City standing to proceed with the appeal and to report on 1/3/2007

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 46 for a combined Verbatim Transcript.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Approved December 21, 2005
subject to one year review: Gail Daywebb, 5059 Groveland Avenue, Las Vegas, Nevada 89141

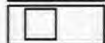
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letters to Appellant

Motion made by GARY REESE to Approve the permanent work card

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

The appellant was not present.

JIM DiFIORE, Manager of Business Services, reported that there are no further areas of concern, and the Las Vegas Metropolitan Police Department (Metro) and City staff would not be opposed to the issuance of a permanent work card.

RECEIVED
CITY CLERK

2005 NOV 16 A 10: 57

November 16, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely, 

Gail Daywebb
5059 Groveland Avenue
Las Vegas, NV 89141



AS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

November 16, 2005

Gail Daywebb
5059 Groveland Avenue
Las Vegas, NV 89141

Re: WORK CARD APPEAL

Dear Ms. Daywebb:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **December 7, 2005.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ydoleena Yturralde".

Ydoleena Yturralde
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

/gr

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department - SIB

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

December 8, 2005

Gail Daywebb
5059 Groveland Avenue
Las Vegas, Nevada 89141

RE: WORK CARD APPEAL

Dear Ms. Daywebb:

Your recent appeal of a work card denial by the Las Vegas Metropolitan Police Department has been rescheduled for the regular City Council meeting of December 21, 2005 at 9:00 a.m. in the City Council Chambers.

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

A handwritten signature in cursive script, reading "Gabriela Portillo-Brenner".

Gabriela Portillo-Brenner
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

/gr

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department - SIB

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December 21, 2005

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
VRENCE WEEKLY
JEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

Gail Daywebb
5059 Groveland Avenue
Las Vegas, Nevada 89141

Re: **WORK CARD APPEAL**

Dear Ms. Daywebb:

The City Council at a regularly scheduled meeting held December 21, 2005, approved your appeal of the work card denial by the Las Vegas Metropolitan Police Department, thereby granting a **site specific work card with a one-year review on December 20, 2006.**

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

A handwritten signature in cursive script that reads "Vicky Darling".

Vicky Darling
Assistant Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

/pc

cc: Las Vegas Metropolitan Police Department - SIB
Manager, Business Services Division
City Attorney - Civil

CITY OF LAS VEGAS
400 STEWART AVENUE
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Approved December 21, 2005
subject to one year review: Sharon Miche Moore, 3425 Wright Avenue, North Las Vegas,
Nevada 89030

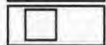
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letters to Appellant

Motion made by GARY REESE to Strike Items 49 and 57 and Hold in Abeyance Item 62 to
1/3/2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-STEVEN
D. ROSS); (Excused-None)

RECEIVED
CITY CLERK

2005 NOV 17 A 10:15

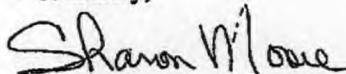
November 17, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Sharon Miche Moore
3425 Wright Avenue
North Las Vegas, NV 89030



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

November 17, 2005

Sharon Miche Moore
3425 Wright Avenue
North Las Vegas, NV 89030

Re: **WORK CARD APPEAL**

Dear Ms. Moore:

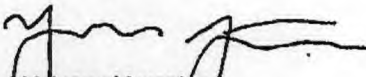
I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of December 7, 2005.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,


Ydoleena Yturralde
Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

/gr

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department - SIB

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400 STEWART AVENUE
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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

December 8, 2005

Sharon Miche Moore
3425 Wright Avenue
North Las Vegas, Nevada 89030

RE: WORK CARD APPEAL

Dear Ms. Moore:

Your recent appeal of a work card denial by the Las Vegas Metropolitan Police Department has been rescheduled for the regular City Council meeting of December 21, 2005 at 9:00 a.m. in the City Council Chambers.

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

A handwritten signature in cursive script, reading "Gabriela Portillo-Brenner".

Gabriela Portillo-Brenner
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

/gr

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department - SIB

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LAS VEGAS CITY COUNCIL

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GARY REESE
MAYOR PRO TEM

MARRY BROWN
RENEE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

December 21, 2005

Sharon Miche Moore
3425 Wright Avenue
North Las Vegas, Nevada 89030

Re: **WORK CARD APPEAL**

Dear Ms. Moore:

The City Council at a regularly scheduled meeting held December 21, 2005, approved your appeal of the work card denial by the Las Vegas Metropolitan Police Department, thereby granting a **site specific work card with a one-year review on December 20, 2006.**

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

A handwritten signature in cursive script that reads "Vicky Darling".

Vicky Darling
Assistant Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

/pc

cc: Las Vegas Metropolitan Police Department - SIB
Manager, Business Services Division
City Attorney - Civil

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a four month moratorium on the acceptance of any and all new applications for Special Use Permits (SUP) for Off-Premise Outdoor Advertising (Billboard) signs - All Wards

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This moratorium will allow City staff sufficient time to review and consider amendments to Title 19 regarding Off-Premise Outdoor Advertising (Billboard) signs within the City's jurisdiction.

RECOMMENDATION:

No recommendation

BACKUP DOCUMENTATION:

Verbatim Transcript

Motion made by LARRY BROWN to Approve a four-month moratorium retroactive to December 10, 2006, to allow City staff time to review and consider amendments to Title 19 regarding billboard signs, with the suspension of Special Use Permit Reviews for the four-month period and applications already in the system to be addressed accordingly

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

OSCAR GOODMAN, Mayor

BRAD JERBIC, City Attorney

LARRY BROWN, Councilman

LOIS TARKANIAN, Councilwoman

LAWRENCE WEEKLY, Councilman

STEVE ROSS, Councilman

STEVE WOLFSON, Councilman

GARY REESE, Councilman

***CITY COUNCIL MEETING OF
December 20, 2006***

VERBATIM TRANSCRIPT - ITEM 50

1 Discussion and possible action regarding a four month moratorium on the acceptance of
2 any and all new applications for Special Use Permits (SUP) for Off-Premise Outdoor
3 Advertising (Billboard) signs - All Wards

4

5 APPEARANCE LIST:

6 OSCAR GOODMAN, Mayor

7 BRAD JERBIC, City Attorney

8 LARRY BROWN, Councilman

9 LOIS TARKANIAN, Councilwoman

10 LAWRENCE WEEKLY, Councilman

11 STEVE ROSS, Councilman

12 STEVE WOLFSON, Councilman

13 GARY REESE, Councilman

14

15 17 minutes

16

17 Typed by: Ydoleena Yturralde

18 Proofed by: Carmel Viado

CITY COUNCIL MEETING OF
December 20, 2006

VERBATIM TRANSCRIPT - ITEM 50

19 **MAYOR GOODMAN**

20 Item 50 is discussion and possible action regarding a four-month moratorium on the
21 acceptance of any and all new applications for Special Use Permits for off-premise
22 outdoor advertising billboard signs. This applies to all wards. Mr. Jerbic.

23

24 **BRAD JERBIC**

25 Thank you, Your Honor. In conversation with Councilman Brown and with Planning
26 staff, with Business Licensing and with Building and Safety, the number of issues were
27 raised with respect to the erection of billboards in our community, the sustaining of
28 existing billboards in our community, the standard by which we review them, the time
29 lapse in between use permit reviews and based upon some of those concerns that were
30 raised in those meetings, this line item is on before you today.

31 I'll let Councilman Brown take the lead on this but there are a number of issues that this
32 Council may wish to consider at this point in time including whether or not this Council
33 wishes to continue to issue permits for the erection of new billboards in the Las Vegas
34 Valley. If there is any concern that we have reached a saturation point or we've reached a
35 point right now where we don't want to issue any more, a moratorium would be
36 appropriate to discuss that issue to revise along and bring it back before the Council
37 within four months. With that I'll turn it over to Councilman Brown.

38

39 **MAYOR GOODMAN**

40 All right. Thank you, very much. Councilman Brown.

41

42 **COUNCILMAN BROWN**

43 Thank you, Your Honor. As Mr. Jerbic has stated, I asked for this item as it stated as far
44 as allowing staff sufficient time to address some of these issues and we see it just about
45 every meeting. There seems to be an increased frequency in reviews for billboards,
46 inconsistency in the time, be it three months, six months, two years, the impact on staff
47 resources just on that alone, Special Use Permit billboards versus grandfathered

CITY COUNCIL MEETING OF
December 20, 2006

VERBATIM TRANSCRIPT - ITEM 50

48 billboards. There are some billboards out there that we're not even sure have permits,
49 whether they were annexed into the City, impacts on billboards along the highway with
50 all the construction, when sound walls go up, how does our Code address the ability for
51 companies to move or relocate or raise the height. Technology, a new issue that's been
52 introduced with some of these LED boards, whether that goes through an administrative
53 process or special use. Does that create more permitting? All those issues I think, we
54 can resolve, but more importantly as Mr. Jerbic has indicated, more importantly, the
55 question needs to be asked, has the City of Las Vegas reached a point where enough's
56 enough? Do we have the appropriate number of billboards in appropriate locations in our
57 City? Have we reached that saturation point? And it's my understanding that the City of
58 Las Vegas is the only public agency in southern Nevada that still accepts applications for
59 new billboard locations, which has added additional pressure for companies to look for
60 new sites. Again, all those issues, but most importantly I'd like this Council to ask that
61 question. Has the saturation point been met and should we cease accepting applications
62 for new billboard applications, new billboard?

63
64 **MAYOR GOODMAN**

65 When we ask ourselves that question, Councilman, is that part of the discussion that
66 would be taking place during the proposed moratorium term.

67
68 **COUNCILMAN BROWN**

69 Absolutely. And -- if my understanding, I'm not sure if Margo's here, but Margo
70 Wheeler, the Director of Planning has put together some numbers, statistically, as far as
71 per capita in the City of Las Vegas and it delineates as far as Special Use Permits versus
72 grandfathered and compares it to some of the other public agencies in the Valley. So,
73 that is certainly part of the discussion. From my personal perspective, I think we, if we
74 have not reached that point, we're certainly darn close to that point. And I just, we
75 shouldn't be the only one that companies are targeting because we -- may very well be
76 out of appropriate sites and then the pressure to create inappropriate sites especially off

CITY COUNCIL MEETING OF

December 20, 2006

VERBATIM TRANSCRIPT - ITEM 50

77 the freeway system into neighborhoods, I think, has -- become very evident and at least in
78 the last year that I've seen some of these applications.

79

80 **MAYOR GOODMAN**

81 Well, I -- don't necessarily agree with your philosophical position but that doesn't mean to
82 say that I won't keep my mind open during a period of time to study it. I just believe that
83 free enterprise allows individuals to try to get a billboard in a particular location and it's
84 up to government to -- decide whether or not it's appropriate under a given set of
85 circumstances rather than to put a blanket prohibition on billboards. But if you feel that
86 we can have a meaningful discussion within this four-month window, I'll support the
87 moratorium but I would like to see it resolved one way or the other at the end of the four
88 months.

89

90 **COUNCILMAN BROWN**

91 Yeah. And I agree, Your Honor. You're agreeing and disagreeing. You're --

92

93 **MAYOR GOODMAN**

94 Yeah.

95

96 **COUNCILMAN BROWN**

97 I think philosophically, I have no problems with billboards. I -- think if done in
98 appropriate locations, they are part of the fabric of Las Vegas the signage and the
99 outdoor. Especially the newer ones that actually aesthetically have blended in well in
100 their locations. But a lot of these issues, and that's why it's before us today, a lot of these
101 issues have to be brought before individual members of this Council to have that question
102 answered. Is it appropriate? And some of those other issues that have been raised, what
103 kind of policy direction will we give staff to, if nothing else, become more efficient. I
104 think it's -- an impact, an adverse impact on our resources right now, just in this billboard
105 industry alone. That needs to be cleaned up.

CITY COUNCIL MEETING OF
December 20, 2006

VERBATIM TRANSCRIPT - ITEM 50

106 **MAYOR GOODMAN**

107 And I think that in order for us to resolve this as a matter of policy, we're probably gonna
108 have to need a workshop. It's not gonna have to be a lengthy workshop but a workshop
109 where we could all be expressing our views after we're given briefings by staff so the
110 right decision could be made at the end of the day.

111

112 **COUNCILMAN BROWN**

113 Your Honor, I'd also like to add, before we open it up is -- the possibility that I would
114 include in my motion that all reviews for current billboards, SUPsm whatever the case
115 may be, likewise, be suspended. I don't think there's any harm to the City during that
116 four-month period, Mr. Jerbic, correct me if I'm wrong but I would include that in my
117 motion.

118

119 **MAYOR GOODMAN**

120 I know -- we have one that's going to be brought up today and that's the Presbyterian
121 Church one and I know that there are a lot of people, who are, that are going to be
122 looking at that very closely. I would ask that anything that's on today's agenda be
123 considered today and then perhaps future determinations on other issues will be put off
124 until we decide.

125

126 **COUNCILWOMAN TARKANIAN**

127 Mr. Mayor.

128

129 **MAYOR GOODMAN**

130 Yes.

131

132 **COUNCILWOMAN TARKANIAN**

133 I thought the Presbyterian Church was held. It's not gonna be heard today --

*CITY COUNCIL MEETING OF
December 20, 2006*

VERBATIM TRANSCRIPT - ITEM 50

134 **MAYOR GOODMAN**

135 Well, I don't know. I don't know. I –

136

137 **COUNCILWOMAN TARKANIAN**

138 -- is my understanding. Because of Ofilia having an issue.

139

140 **COUNCILMAN WEEKLY**

141 Yeah, there was a letter that came in –

142

143 **MAYOR GOODMAN**

144 Oh, I did -- not see that.

145

146 **COUNCILWOMAN TARKANIAN**

147 Yeah. I think that it will be, it'll be in the, on the agenda this afternoon to be held.

148

149 **COUNCILMAN WEEKLY**

150 I agree.

151

152 **MAYOR GOODMAN**

153 I see.

154

155 **COUNCILWOMAN TARKANIAN**

156 So that wouldn't be the case for right now.

157

158 **MAYOR GOODMAN**

159 I understand.

160

161 **COUNCILMAN WEEKLY**

162 I have a couple of items –

*CITY COUNCIL MEETING OF
December 20, 2006*

VERBATIM TRANSCRIPT - ITEM 50

163 **COUNCILMAN BROWN**

164 And, if there's a -- just for clarification, Councilman.

165

166 **COUNCILMAN WEEKLY**

167 Sure.

168

169 **COUNCILMAN BROWN**

170 As in the past, I don't think we've used moratoriums often in my tenure but in the past we
171 have picked a date of time. Perhaps a week or two weeks earlier than today's date to set
172 those that are in the system are certainly not impacted. I think that would cause some
173 problems, legally, but from that date on any new applications or any reviews could be
174 suspended during this moratorium period.

175

176 **BRAD JERBIC**

177 Yeah.

178

179 **COUNCILWOMAN TARKANIAN**

180 Would you repeat that please.

181

182 **COUNCILMAN BROWN**

183 I can't.

184

185 **COUNCILWOMAN TARKANIAN**

186 The last part.

187

188 **BRAD JERBIC**

189 Maybe -- I could restate.

CITY COUNCIL MEETING OF
December 20, 2006

VERBATIM TRANSCRIPT - ITEM 50

190 **COUNCILWOMAN TARKANIAN**

191 But –

192

193 **BRAD JERBIC**

194 Typically –

195

196 **COUNCILWOMAN TARKANIAN**

197 -- what my concern is, that if it's in the system and if your go looking at the whole
198 picture, it's better to not do any more so we could look at the whole picture because some
199 of what's in the system may be affecting others. And is that what you're saying?

200

201 **COUNCILMAN BROWN**

202 I'll let Mr. Jerbic handle that.

203

204 **BRAD JERBIC**

205 The, typically when you do a moratorium, people find out about it in advance.
206 Sometimes people rush to the counter, file an application at the last minute. Typically,
207 because of that phenomenon, when you do a moratorium, you pick a date some time
208 earlier than the actual vote of the City Council and say any application that came in prior
209 to this date, we're not going to hear. And that would be our recommendation. News
210 about this particular line item probably hit the public about five or six days ago. It might
211 be prudent, just as a suggestion, to make the moratorium effective at least from December
212 10th on, so that nobody would have taken any unfair advantage of getting over the line
213 item, file in an application at the last minute, just to get in line. Having an application on
214 file gives you no right at all under our law to a hearing or anything of that type. So, it
215 would be totally appropriate if you wanted to do that.

CITY COUNCIL MEETING OF
December 20, 2006

VERBATIM TRANSCRIPT - ITEM 50

216 **MAYOR GOODMAN**

217 But let's assume, let's use the Presbyterian Church as an example. Let's assume that that
218 was going to be voted on today, even though it's not. When we come back to whenever
219 it's abeyed to, are we able to vote on it?

220

221 **BRAD JERBIC**

222 You could. This is totally within your call. There's a couple things you might wanna
223 look at. One is new applications. And that would be a recommendation from our office
224 to definitely set a date as to when you cut off new applications and we'd recommend
225 December 10th.

226

227 **MAYOR GOODMAN**

228 Okay.

229

230 **BRAD JERBIC**

231 Applications already in the system that were moving their way through, that are either at
232 the Planning Commission stage or at the City Council stage, I'd recommend that you
233 continue to let those move through. Those aren't new applications, they were just filed
234 from December 10th to today. Those have been in the system some time ago. And then
235 you have the third category which are use permit reviews. Billboards that already
236 received approval of the Council that are up on a one year, three year, five year review.
237 And Councilman Brown has suggested that those reviews to bring consistency to the
238 process also be suspended for a four-month period. That doesn't bring any prejudice to
239 the -- applicant or the person being reviewed. They actually get another free four months
240 out of the deal. So, we -- don't have any problem with that idea is all, at all.

241

242 **MAYOR GOODMAN**

243 All right. Very good. Councilman Ross.

*CITY COUNCIL MEETING OF
December 20, 2006*

VERBATIM TRANSCRIPT - ITEM 50

244 **COUNCILMAN ROSS**

245 Thank you, Your Honor. Councilman Brown, I would certainly hope that in this four-
246 month period that discussion will also be detailed around the existing sign and some of
247 the older signs. I know in both my ward, Councilwoman's ward and Councilman
248 Weekly's ward, a lot of these sign companies are out there doing significant work to their
249 signs without pulling permits so, therefore, the City is losing revenue. So I hope that
250 during this four-month period, we can look at that, those issues as well. There are some
251 signs out there that I've seen that need to be rebuilt from ground up if they're to stay, and
252 that's a bigger issue with me than -- limiting billboards within the City. I think the
253 existing ones that may cause some --significant damage to someone or someone's
254 property is a -- bigger concern of mine.

255

256 **MAYOR GOODMAN**

257 All right. Thank you. Councilman Wolfson

258

259 **COUNCILMAN WOLFSON**

260 Real quickly, Mayor. I'm not sure if I understand some of the things we talked about. I
261 understand that under Councilman Brown's proposed motion is we would not be
262 accepting any new applications but we're gonna make that retroactive back to December
263 10th. So --

264

265 **BRAD JERBIC**

266 That would be our recommendation.

267

268 **COUNCILMAN WOLFSON**

269 Okay. That's your recommendation. Is that what you're proposing, Councilman Brown?
270 So, anything that's come in December 11th forward and that's December 11th, obviously
271 of '06, is it, is considered in the system and we can move forward as if we're not taking
272 action today; is that right.

CITY COUNCIL MEETING OF
December 20, 2006

VERBATIM TRANSCRIPT - ITEM 50

273 **BRAD JERBIC**

274 That's correct.

275

276 **COUNCILMAN WOLFSON**

277 But are we also going to give notice to another date because we, the industry, for
278 example, only had five or six or seven days notice if we move forward today, we're not
279 giving them much notice of what we're doing is my question.

280

281 **BRAD JERBIC**

282 Right. You, your, you'd be giving them notice that no new applications will be accepted
283 for the next four months and if they are accepted, they certainly aren't acted upon. And if
284 they are acted upon, it may be under a totally new law, which means that they might not
285 even be valid. But with respect to reviews, what notice would have to go out to them
286 saying if you have a review in the next month or two, it won't be heard for four months
287 because of the moratorium.

288

289 **COUNCILMAN WOLFSON**

290 And I understand that but I guess it's, maybe I'm not catching something, but you talked
291 about the rush to the filing line.

292

293 **BRAD JERBIC**

294 Mm-hmm.

295

296 **COUNCILMAN WOLFSON**

297 If we act today, there's not gonna be any rush to a filing line because, in essence, the
298 filing closed as of December 10th. Do we wanna give any kind of notice? Or do we not
299 wanna give any notice so that if anybody wants to rush to the filing line in the next week
300 or so they'd have that opportunity.

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT - ITEM 50

301 **BRAD JERBIC**

302 It's -- your call completely. It's purely a policy call but when we've done moratoriums in
303 the past, and maybe I need to back up a little bit. What separates a moratorium from a
304 change in the law because we can amend the billboard ordinance any time we want and
305 we don't necessarily need a moratorium to do it. What you -- typically have with a
306 moratorium is an identified harm where you need to stop the train, stop the enforcement
307 of the law, don't give any unfair advantage to anybody during this process, freeze the
308 system, while you make a correction. And the problem that's been identified here is we
309 may be out of locations where we want to put billboards. We may even want to stop
310 billboards and rather readdress the issue of old billboards, resurfacing boards, and things
311 of that nature. Those are good reasons for a moratorium. But typically when you do one,
312 and we did one for apartment applications about 10 years ago, you don't want more
313 problems in the system while you're trying to fix the old one. And that's the reason for
314 freezing it. It may sound like short notice to people. It may sound like you're cutting it
315 off. That's exactly what you're doing. What you're doing is saying we're not gonna take
316 anything more, we're not gonna make our problems worse while we're trying to fix the
317 old ones.

318

319 **COUNCILMAN WOLFSON**

320 Okay. Thank you.

321

322 **MAYOR GOODMAN**

323 Thank you. All right. Councilman, your motion, please.

324

325 **COUNCILMAN BROWN**

326 And one other, that issue that will come up, hopefully in the workshop, is there are
327 different terms for it. Somewhat what Councilman Ross indicated. A cap and a replace
328 program needs to be evaluated. And this is, the Special Use Permit boards gives the
329 Council a lot of discretion. Whether it's an appropriate location if things have changed

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330 under the review, we have some ability to either approve, to renew that location or take it
331 away. It's the grandfathered boards that everyone, including the industry agrees are in
332 inappropriate locations that may have been approved 20, 30 years ago. But through state
333 law we have little or no ability to fix bad location, bad boards and bad locations. And
334 one of the things that could be looked at is some mechanism to start taking those bad
335 boards in bad sites, normally in the midst of neighborhoods, and create a mechanism to
336 remove them in exchange for something else. A new location, some kind of quid pro
337 quo. That would be part of the workshop dialogue. A tough decision, a tough issue to
338 address but ultimately I think this Council wants good boards, clean boards, aesthetically
339 pleasing boards and rid ourselves of the bad, the bad stuff.

340

341 **COUNCILMAN REESE**

342 Can I just ask Councilman Brown a question?

343

344 **MAYOR GOODMAN**

345 Certainly.

346

347 **COUNCILMAN REESE**

348 I don't know how you came up with the four months. You think that'd be enough time?
349 You think maybe six months would help? I, I've worked with the industry for a long time
350 and I just don't think we have enough time in the four months. So, like I said, I don't
351 know how you came up with the four months, maybe six months would be better or --

352

353 **COUNCILMAN BROWN**

354 The six months would be better but the reason I like the four months is, it's gonna force
355 us to either get after it in a workshop and address the issues or let it continue.

356

357 **COUNCILMAN REESE**

358 You -- answered my question.

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359 **COUNCILMAN BROWN**

360 For -- further clarification, the reason I brought this forward is because just over the last
361 couple of years, more so than early in my tenure, I've -- seen a diversity of opinions
362 towards boards, not only from Council but from staff. And I think it was important again
363 from my personal opinion to get some policy direction. Some consistency on the board,
364 if possible, not only for ourselves, for the industry, most importantly for staff. And that
365 was the interest behind that. So, Your Honor, I'm ready to make a motion if anybody has
366 any comments or questions.

367

368 **MAYOR GOODMAN**

369 Okay. Motion, please.

370

371 **COUNCILMAN BROWN**

372 All right. **My motion would be to set forth a moratorium for four months to allow**
373 **City staff time to review and consider amendments to Title 19 regarding billboard**
374 **signs within the City jurisdiction, retroactive to December 10th. We will not accept**
375 **any new applications. Likewise, we will suspend any Special Use Permit reviews for**
376 **the duration of the moratorium and that four month is a limit. It -- could actually**
377 **come back before the board earlier if need be. And then, I guess, those that are in**
378 **the system would be addressed accordingly from Mr. Jerbic.**

379

380 **BRAD JERBIC**

381 That's correct.

382

383 **MAYOR GOODMAN**

384 All right. That's the motion. Let's vote on that, please. Post. **(Motion carried**
385 **UNANIMOUSLY)** Motion carries. Thank you, Mr. Jerbic.

386

(END OF DISCUSSION)

387 /yy;cv

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding the Proclamation and Order declaring the 2007 City of Las Vegas Municipal Election - All Wards

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Article V of the Las Vegas City Charter and Nevada Revised Statutes, where it can be made applicable and is not inconsistent with the Charter, govern the conduct of elections for the City. Since our municipal elections are under the control of the City Council, it is appropriate at this time for the City Council to formally order the 2007 Municipal Election. The order sets forth the offices to be voted upon by the registered voters of the City and establishes the City polling locations with the appropriate precincts and Wards. After adoption by the City Council the Clerk's office will proceed with required publications.

The Clerk's Office will again provide the public with an election website to assist voters in both English and Spanish, to candidates and people seeking general information about our election. This internet application will conveniently provide answers on a 24-hour basis to frequently asked questions from City residents about all aspects of the election process.

RECOMMENDATION:

The City Council approve the Proclamation and Order declaring the 2007 Municipal Election.

BACKUP DOCUMENTATION:

Proclamation and Order

Motion made by OSCAR B. GOODMAN to Approve as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

CITY CLERK RONEMUS gave an overview of the Purpose/Background section.

**PROCLAMATION AND ORDER
DECLARING THE
2007 MUNICIPAL ELECTION**

WHEREAS, Article V of the Charter of the City of Las Vegas, Nevada, establishes the dates for a Municipal Primary and General Election as being held in odd years the first Tuesday after the first Monday in April and June, respectively; and

WHEREAS, Article V of the Charter sets forth the offices to be filled at said election and establishes the process for nomination and election of candidates; and

NOW, THEREFORE, I, OSCAR B. GOODMAN, MAYOR of the City of Las Vegas, do hereby proclaim by order of the City Council at their regular meeting held, December 20, 2006, and in accord with Article V of the Charter of the City of Las Vegas, that a PRIMARY MUNICIPAL ELECTION be held in the City of Las Vegas, Nevada, on TUESDAY, April 3, 2007, for the nomination and election by the registered voters of the City at Large and respective Wards for a:

MAYOR

CITY COUNCILMAN, WARD 1

CITY COUNCILMAN, WARD 3

CITY COUNCILMAN, WARD 5

MUNICIPAL COURT JUDGE, DEPT. 6

NOW, THEREFORE, IT IS FURTHER ORDERED that any office for which a candidate has not been declared elected as a result of a race in which there was only one candidate, or which remains undecided after the April 3, 2007 Primary Election, will be decided by the respective voters at a MUNICIPAL GENERAL ELECTION to be held in the City of Las Vegas on June 5, 2007, in accord with Article V of the Charter of the City of Las Vegas; and

IT IS ALSO ORDERED that the locations within said City at which ballots may be cast by the registered voters are hereby determined to be as follows:

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Adcock, O.K. Elementary	6360	1
6350 Hyde Ave.	6382	1
Las Vegas 89107	6383	1
Advent United Methodist Church	2325	6
3460 North Rancho Dr.	2326	6
Las Vegas 89130		
Allen, Dean Elementary	3464	4
8680 W. Hammer Ln.	3465	4
Las Vegas 89149		
Arbor View High School	3494	6
7500 Whispering Sands	3508	6
Las Vegas 89131	3510	6
Becker, Ernest Sr. Middle School	3041	2
9151 Pinewood Hills Dr.	3042	4
Las Vegas 89134	3220	4
Bell, Rex Elementary	6400	1
2900 Wilmington Way	6401	1
Las Vegas 89102		
Bilbray, James H. Elementary	3506	6
9370 Brent Ln.	3514	6
Las Vegas 89143	3550	6
Bonner, John Elementary	3372	2
765 Crestdale Ln.	3381	2
Las Vegas 89144		
Bryan, Richard Elementary	3390	4
8050 Cielo Vista Ave.	3391	4
Las Vegas 89128		
Bunker, Berkeley Elementary	2451	5
6350 Peak Dr.	2454	5
Las Vegas 89108		

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Cadwallader, Ralph L. Middle School	3491	6
7775 Elkhorn Rd.	3502	6
Las Vegas 89131	3556	6
Calvary Lutheran Church	4451	5
800 N. Bruce St.	4452	5
Las Vegas 89101	4463	5
Cambeiro, Arturo Elementary	4385	3
2851 Harris Ave.	4386	3
Las Vegas 89101		
Carl, Kay Elementary	2352	6
5625 Corbett St.	2353	6
Las Vegas 89130	2354	6
	2355	6
Centennial High School	3530	6
10200 W. Centennial Pkwy	3546	6
Las Vegas 89149	3547	6
Christ Lutheran Church	6343	1
111 N Torrey Pines Dr.	6350	1
Las Vegas 89107		
Christensen, M. J. Elementary	3341	2
9001 Mariner Cove Dr.	3342	2
Las Vegas 89117	3344	2
	3352	2
Cimarron Memorial High School	2302	1
2301 N. Tenaya Way	2313	4
Las Vegas 89128	6305	5
Clark High School	6034	1
4291 Pennwood Ave.	6393	1
Las Vegas 89102	6403	1
Crestwood Elementary	5384	3
1300 Pauline Way	5385	3
Las Vegas 89104		
Culley, Paul Elementary	6334	5
1200 N. Mallard St.	6341	5
Las Vegas 89108		

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Darnell, Marshall Elementary	3525	6
9480 W. Tropical Pkwy.	3526	6
Las Vegas 89149		
Derfelt, Herbert Elementary	3320	2
1900 S. Lisa Ln.	3321	2
Las Vegas 89117	3322	2
Desert Pines High School	4373	3
3800 Harris Ave.	4376	3
Las Vegas 89110	4382	3
Desert Shores Community Center	3400	4
2500 Regatta Dr.	3401	4
Las Vegas 89128		
Desert Vista Community Center	3040	4
10360 Sun City Blvd.	3214	4
Las Vegas 89134	3404	4
	3411	4
	3412	4
	3413	4
Deskin, Ruthe Elementary	2350	6
4550 N. Pioneer Way	3450	4
Las Vegas 89129		
Down, James Towers	6353	1
5000 Alta Dr.		
Las Vegas 89107		
Dula Gym	4455	5
441 E. Bonanza Rd.		
Las Vegas 89101		
Durango Hills Community Center/YMCA	3217	4
3521 N. Durango Dr.	3425	4
Las Vegas 89129		
Earl, Ira Elementary	4380	3
1463 Marion Dr.	4381	3
Las Vegas 89110		
Eisenberg, Dorothy Elementary	3430	4
7770 W Delhi Ave.	3431	4
Las Vegas 89129		

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
El Adobe Estates Mobile Home Park	4374	3
825 N. Lamb Blvd.	4375	3
Las Vegas 89110		
Faith Lutheran Jr-Sr High School	3363	2
2015 S Hualapai Way	3364	2
Las Vegas 89117		
Fire Station #2-Las Vegas	3355	2
900 S. Durango Drive		
Las Vegas 89145		
Fire Station #7-Las Vegas	3371	2
10101 Banburry Cross Dr.		
Las Vegas 89144		
Fire Station #9-Las Vegas	2345	4
4747 N. Rainbow Blvd.		
Las Vegas 89108		
Fire Station #41-Las Vegas	3500	6
6989 N. Buffalo Dr.		
Las Vegas 89131		
Fire Station #43-Las Vegas	2332	5
6420 Smoke Ranch Rd.	2333	5
Las Vegas 89108		
Fire Station #45-Las Vegas	3415	4
3821 N. Fort Apache Rd.	3416	4
Las Vegas 89129	3417	4
	3418	4
First Christian Church	4325	1
101 S. Rancho Dr.	4330	5
Las Vegas 89106		
First Good Shepherd Lutheran Church	4343	3
301 S. Maryland Pkwy.		
Las Vegas 89101		
Fong, Wing & Lilly Elementary	2455	5
2200 James Bilbray Dr.	2460	5
Las Vegas 89108	2462	5

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Fremont, John Middle School	5300	3
1100 E. St. Louis Ave.	5356	3
Las Vegas 89104		
Fyfe, Ruth Elementary	6330	5
4101 W. Bonanza Rd.	6331	5
Las Vegas 89107	6351	1
Garehime, Edith Elementary	3442	4
3850 N Campbell Rd		
Las Vegas 89129		
Garside, Frank Middle School	6355	1
300 S. Torrey Pines Dr.	6384	1
Las Vegas 89107	6385	1
Givens, Linda Rankin Elementary	3541	2
655 Park Vista Dr.	3544	2
Las Vegas 89138	3557	2
Gragson, Oran Elementary	4364	3
555 N. Honolulu St.	4365	3
Las Vegas 89110	4370	3
Griffith United Methodist Church	5352	3
1701 E Oakey Blvd.		
Las Vegas 89104		
Griffith, E.W. Elementary	6365	1
324 Essex Dr.	6370	1
Las Vegas 89107	6372	1
Guy, A.D. Education Center (CCSN)	4462	5
817 N St.	4468	5
Las Vegas 89106		
Hancock, Doris Elementary	3120	1
1661 Lindell Rd.	3301	1
Las Vegas 89146		
Hewetson, Halle Elementary	4383	3
701 N. 20th St.	4384	3
Las Vegas 89101	4387	3

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Hoggard, Mabel Magnet School	4460	5
950 N. Tonopah Dr.	4464	5
Las Vegas 89106		
Holy Spirit Lutheran Church	2048	4
6670 W. Cheyenne Ave.	2322	4
Las Vegas 89108	2323	6
	2341	5
Hyde Park Middle School	6373	1
900 Hinson St.	6392	1
Las Vegas 89107		
Jacobson, Walter Elementary	3089	2
8400 Boseck Dr.	3225	2
Las Vegas 89145	3362	2
Johnson, Walter Middle School	3090	2
7701 Ducharme Ave.	3360	2
Las Vegas 89145	3361	2
Kahre, Marc Elementary	3434	4
7887 W. Gowan Rd.	3453	4
Las Vegas 89129		
Katz, Edythe & Lloyd Elementary	2312	1
1800 Rock Springs Dr.	2331	5
Las Vegas 89128		
Knudson, K.O. Middle School	5383	3
2400 Atlantic St.		
Las Vegas 89104		
Lakes Lutheran Church	3340	2
8200 W. Sahara Ave.		
Las Vegas 89117		
Lamb of God Lutheran Church	3483	6
6220 N. Jones Blvd.		
Las Vegas 89130		
Las Vegas Academy Auditorium	4347	5
9th St. & Clark Ave.	4348	3
Las Vegas 89101	4350	3

POLLING PLACE & ADDRESS**PRECINCT****WARD**

Las Vegas City Clerk
400 Stewart Ave.
Las Vegas 89101

2050	5
2052	6
2324	4
2327	5
2328	6
2329	6
2338	6
2344	4
2349	5
2357	6
2358	5
2450	5
3302	1
3308	1
3309	1
3310	1
3414	4
3432	4
3436	4
3446	4
3454	4
3466	4
3486	6
3498	6
3524	6
3527	6
3528	6
3529	6
3545	6
3551	6
4035	5
4050	3
4321	5
4332	5
4340	5
4341	5
4342	5
4344	3
4345	3
4363	3
4450	5
4453	5
5014	1
5310	3
6031	1
6301	5

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Las Vegas City Clerk (continued)	6302	5
400 Stewart Ave.	6303	5
Las Vegas 89101	6314	5
	6339	5
	6402	1
Leavitt, Justice Myron Middle School	2351	6
4701 Quadrel St.		
Las Vegas 89129		
Lied Middle School	3481	6
5350 W. Tropical Pkwy.	3482	6
Las Vegas 89130		
Life Care Center of Las Vegas	6310	5
6151 Vegas Dr.	6311	5
Las Vegas 89108	6312	5
	6340	5
Lummis, William Elementary	3392	4
9000 Hillpointe Rd.	3393	4
Las Vegas 89134	3396	4
May, Ernest Elementary	3470	6
6350 W. Washburn Rd.	3471	6
Las Vegas 89130	3472	6
McMillan, James Elementary	2307	1
7000 Walt Lott Dr.	2314	1
Las Vegas 89128		
McWilliams, J.T. Elementary	6320	5
1315 Hiawatha Rd.	6322	5
Las Vegas 89108	6332	5
	6333	5
Minker, Chuck Sports Complex	5003	3
275 N. Mojave Rd.	5312	3
Las Vegas 89101	5315	3
Molasky, Irwin & Susan Middle School	3435	4
7801 W Gilmore Ave.	3452	4
Las Vegas 89129		

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Moore, William Elementary 491 N. Lamb Blvd. Las Vegas 89110	5313 5316 5320	3 3 3
Mountain Crest Neighborhood Svc. Center 4701 N. Durango Dr. Las Vegas 89129	3463	4
Mountain Shadows Community Center 9107 Del Webb Blvd. Las Vegas 89134	3034 3037 3038	4 4 4
Mountain View Lutheran Church 9550 W. Cheyenne Ave. Las Vegas 89129	3420 3421 3422 3424	4 4 4 4
Neal, Joseph Elementary 6651 W. Azure Dr. Las Vegas 89130	3469 3485 3490	6 6 6
New Horizon Academy 6701 W. Charleston Bl Las Vegas 89146	3311 3323 3326	1 1 2
North Las Vegas Airport 2730 Airport Dr. North Las Vegas 89032	4320 4324	5 5
Ober, D'Vorre & Hal Elementary 3035 Desert Marigold Ln. Las Vegas 89135	3345 3350 3351	2 2 2
Opportunity Village-Wilson Complex 6300 W. Oakey Blvd. Las Vegas 89146	3127 3312	1 1
Park-Edison, John Elementary 931 Franklin Ave. Las Vegas 89104	5350 5351	3 3
Parson Elementary 4100 Thom Blvd. Las Vegas 89130	2037 2044	6 6

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Piggott, Clarence Elementary	3129	2
9601 Red Hills Rd.	3227	2
Las Vegas 89117	3353	2
	3354	2
Pinnacle Community Center	3383	4
2215 Thomas W. Ryan Blvd.	3384	4
Las Vegas 89134		
Pittman, Vail Elementary	6342	1
6333 Fargo Ave.	6344	1
Las Vegas 89107		
Public Administrator Office	4355	1
515 Shadow Ln.	4356	1
Las Vegas 89106		
Rainbow Library	3394	4
3150 N. Buffalo Dr.	3395	4
Las Vegas 89128	3402	4
	3403	4
Red Rock Elementary	6352	1
408 Upland Blvd.	6354	1
Las Vegas 89107	6371	1
Red Rock Southern Baptist Church	6363	1
5500 Alta Dr.		
Las Vegas 89107		
Reed, Doris Elementary	2452	5
2501 Winwood St.	2453	5
Las Vegas 89108		
Regional Transportation Building	4331	5
600 S. Grand Central Pkwy.	4351	3
Las Vegas 89106		
Rhodes, Betsy Elementary	3495	6
7350 Tealwood St.	3501	6
Las Vegas 89131		
Sahara West Library	3130	2
9600 W. Sahara Ave.	3228	2
Las Vegas 89117	3229	2

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Sartini Plaza 900 Brush St. Las Vegas 89107	6364	1
Saville, Anthony Middle School 8101 N. Torrey Pines Dr. Las Vegas 89131	3505 3509	6 6
Scherkenbach, William & Mary Elementary 9371 Iron Mountain Rd. Las Vegas 89143	3520	6
Shadow Hills Baptist Church 7811 Vegas Dr. Las Vegas 89128	2300 2301 2305 2306 2310 2311 2461	4 4 4 4 4 1 1
Shadow Ridge High School 5050 Brent Ln. Las Vegas 89131	3507 3548 3549	6 6 6
Smith, Helen Elementary 7101 Pinedale Ave. Las Vegas 89145	6013 6380 6381	1 1 1
St. Andrew Lutheran Church 8901 Del Webb Blvd. Las Vegas 89134	3035 3036	4 4
Stanford Elementary 5350 Harris Ave. Las Vegas 89110	7370 7371 7372 7373	3 3 3 3
Staton, Ethel Elementary 1700 Sageberry Dr. Las Vegas 89144	3370 3382 3386	2 2 2
Stupak Community Center 300 W. Boston Ave. Las Vegas 89102	4352 4353	3 3

<u>POLLING PLACE & ADDRESS</u>	<u>PRECINCT</u>	<u>WARD</u>
Summerlin Library	3365	2
1771 Inner Circle	3366	2
Las Vegas 89134		
Sunlake Terrace Retirement Center	3343	2
3250 S. Fort Apache Rd.		
Las Vegas 89117		
Sunrise Acres Elementary	4360	3
211 N. 28 th St.	4361	3
Las Vegas 89101		
Tarr, Sheila Elementary	3423	4
9400 W. Gilmore Ave.	3443	4
Las Vegas 89129		
Tobler, R.E. Elementary	2047	6
6510 Buckskin Ave.	2346	6
Las Vegas 89108		
Twin Lakes Elementary	6323	5
3300 Riverside Dr.	6325	5
Las Vegas 89108		
Unity Baptist Church	4371	3
545 Marion Dr.	4372	3
Las Vegas 89110		
Vegas Verdes Elementary	6390	1
4000 El Parque Ave.	6391	1
Las Vegas 89102	6394	1
Veterans Memorial Leisure Svc Center	3219	2
101 S. Pavillon Center Dr.	3373	2
Las Vegas 89144	3374	2
	3375	2
	3380	2
	3385	2
Warren, Rose Elementary	6361	1
6451 Brandywine Way	6362	1
Las Vegas 89107		
Wasden, Howard Elementary	6374	1
2831 Palomino Ln.	6375	1
Las Vegas 89107	6396	1

POLLING PLACE & ADDRESS**PRECINCT****WARD**

West Las Vegas Library
951 W. Lake Mead Blvd.
Las Vegas 89106

4028
4461
4467

5
5
5

West Preparatory Middle School
2050 Sapphire Stone Ave.
Las Vegas 89106

4031
4465
4466

5
5
5

Westminster Presbyterian Church
4601 W. Lake Mead Blvd.
Las Vegas 89108

6300

5

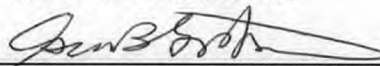
Word of Life Christian Center
3520 N. Buffalo Dr.
Las Vegas 89129

2321
2342

4
4

PASSED, APPROVED, AND ORDERED this 20th day of December 2006.

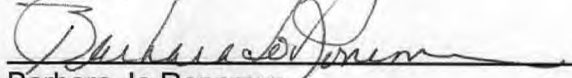
CITY OF LAS VEGAS



MAYOR OSCAR B. GOODMAN

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Las Vegas, Nevada, to be affixed this 20th day of December 2006.

ATTEST:



Barbara Jo Ronemus
City Clerk