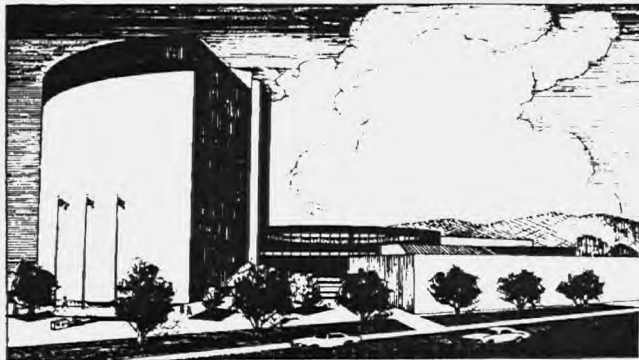


**THIS MEETING
CONTAINS SOME
PAGE(S) THAT ARE
ILLEGIBLE/POOR
QUALITY**



MINUTES

City of Las Vegas

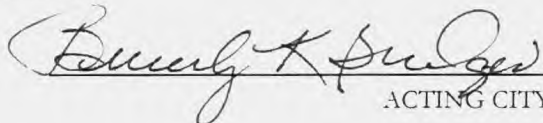
COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

CITY COUNCIL
MEETING OF
FEBRUARY 21, 2007

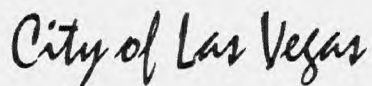
CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM (Excused AM Session at 9:53 and entire PM Session)	☒	☐	☐
COUNCILMAN LARRY BROWN (Excused PM Session until 1:22 p.m.)	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
COUNCILWOMAN LOIS TARKANIAN (Excused PM Session until 1:22 p.m.)	☒	☐	☐
COUNCILMAN STEVEN ROSS	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BEVERLY K. BRIDGES, ACTING CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: MARCH 21, 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.

February 21, 2007

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. PLEDGE OF ALLEGIANCE
4. INVOCATION – REVEREND JESSE SCOTT, SECOND BAPTIST CHURCH
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF CHINESE NEW YEAR
7. RECOGNITION OF CEDRIC KERNS FOR BEING NAMED JUDGE OF THE YEAR
8. RECOGNITION OF THE YOUTH COUNCIL OFFICERS FROM THE BATTERIES INCLUDED PROGRAM
9. RECOGNITION OF BRANDON ABAJELO FOR BEING SELECTED TO THE JR. NATIONAL BASKETBALL ASSOCIATION LEAGUE
10. PRESENTATION BY THE WEST LAS VEGAS BLACK HISTORICAL SOCIETY

11. WARD 5'S COMMUNITY APPRECIATION RECOGNITIONS

BUSINESS ITEMS - MORNING

12. 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
13. Approval of the Final Minutes by reference of the regular City Council meetings of January 3, 2007, and January 17, 2007

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

14. Approval of an Interlocal Agreement between the City of Las Vegas and the City of Carson City for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program - All Wards

COMMUNICATIONS - CONSENT

15. Approval of payment to University of Nevada (UNLV) in the amount of \$150,000 (Enterprise Fund) for the City's share of matching funds owed for support of an Education Television Station - All Wards

FIELD OPERATIONS - CONSENT

16. Approval of a Purchase and Sale Agreement between the City of Las Vegas and The Trust for Public Land for the purchase of real property consisting of approximately 4.91 acres, APN 140-30-601-001, located in the vicinity of Sandhill Road and Owens Avenue (\$2,570,000 - SNPLMA) - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

17. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
18. Approval of a report by the City Treasurer of the January 30, 2007 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 404, 707, 808, 809, and various other districts - Wards 2, 3, 4 and 5 (Wolfson, Reese, Brown and Weekly)
19. Approval to amend the Five Year Capital Improvement Plan (CIP) and allocate \$400,000 (Parks and Leisure Activities Capital Project Fund) in Ward 2 Residential Construction funding to provide for the design of the Pavilion Pool Cover design - Ward 2 (Wolfson)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of a Special Event Alcoholic Beverage License for Three Angry Wives Pub, Location: Three Angry Wives Pub/Parking Lot, 8820 West Charleston Boulevard, Suite 105, Date: March 17, 2007, Type: Special Event General, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (Wolfson)
21. Approval of a Special Event Alcoholic Beverage License for Western Prelacy, Armenian Apostolic Church of Las Vegas, Location: Tarkanian Basketball Academy, 2730 South Rancho Drive, Date: March 10, 2007, Type: Special Beer/Wine/Cooler, Event: Dinner - Reception Honoring Visiting Archbishop from Los Angeles, Responsible Person in Charge: Berg Constantine - Ward 1 (Tarkanian)

22. Approval of Change of Business Name for a Tavern License, From: Emerald Gardens II, LLC, dba Emerald Gardens, To: Emerald Gardens II, LLC, dba Emerald at Queensridge, 891 South Rampart Boulevard, Renae L. Iunco, Mgr - Ward 2 (Wolfson)
23. Approval of Change of Ownership, Change of Location and Change of Business Name for a Package License subject to the provisions of the fire codes and Health Dept. regulations, To: Acosta Enterprises, Inc., dba Rincon Latino #3, 3700 East Charleston Boulevard, Suite 120, Leonardo A. Garcia, Dir, Pres, Treas, 50% and Graciela Garcia, Dir, Secy, 50% - Ward 3 (Reese)
24. Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Ed's Station, Inc., dba Ed's Decatur AM/PM, 850 North Decatur Boulevard, Ahmad Peyghambarian, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
25. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, The Bunkhouse LLC, db at Meatheads I, 1121 South Decatur Boulevard, Suite 120, Charles Fox, Mgr, 100% - Ward 1 (Tarkanian)
26. Approval of Change of Location for a Burglar Alarm Service License, First Defense Security, Inc., dba First Defense Security, Inc., To: 2700 East Sunset Road, Suite 21, Thaddeus M. Gravo, Dir, Pres, Secy, Treas, 100% - Clark County
27. Approval of Change of Location for a Psychic Art and Science License, Nina Demetro, dba Psychic World, From: 1026 S. Main Street, To: 1820 Hassett Avenue, Nina Demetro, 100% - Ward 3 (Reese)
28. Approval of a new Psychic Art and Science License, Readings by Tiffany, LLC, dba Readings by Tiffany, 201 West Burnsville Parkway, Suite 109, Tiffany N. Johnson, 100% - Minnesota
29. Approval of a new Non-restricted Gaming License, Gaughan South LLC, dba El Cortez Sports Pool, db at El Cortez Hotel, 600 Fremont Street, Michael J. Gaughan, Mgr - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

30. Approval of award of Modification No. 2 to Contract No. 060009 for Work Standards Development and Related Services for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: THE APQC CONSULTING COMPANY (\$277,500 - Sanitation Enterprise Fund) - County
31. Approval of award of Contract No. 070069 for the Update of the Water Resource Centers Facility Plan - Department of Public Works - Award recommended to: CH2M HILL, INCORPORATED (\$340,000 - Sanitation Enterprise Fund) - County
32. Approval of award of Contract No. 070072 for Engineering Design Services for the Water Pollution Control Facility Headworks and Thickener Rehabilitation Systems located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK AND VEATCH CORPORATION (\$1,084,179 - Sanitation Enterprise Fund) - County
33. Approval of Agreement No. 07-16736, Engineering Design Services Agreement for the Trail Bridge Package - Department of Public Works - Award recommended to: G.C.WALLACE, INC. (\$892,690 - Parks and Leisure Activities Capital Projects Fund) - Wards 1, 3, 4 and 5 (Tarkanian, Reese, Brown and Weekly)
34. Approval of a Fourth Amendment to Professional Services Agreement No. 070182-DC for Consulting Services in connection with the Installation and Operation of the Gateway Groundwater Contamination Remediation System located at Las Vegas Boulevard and Fourth Street - Department of Public Works - Award recommended to: NINYO AND MOORE (\$51,100 - Sanitation Enterprise Fund) - Ward 1 (Tarkanian)
35. Approval of the First Amendment to Professional Services Agreement No. 070092 for Additional Design Services in connection with the Doolittle Senior Center Expansion located at Lake Mead Boulevard and J Street - Department of Public Works - Award recommended to: WHA, LTD. (\$76,900 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Weekly)

36. Approval of revision to Purchase Order No. 220558 for Annual Requirements Contract for Asphaltic Concrete Pavement Reconstruction - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$500,000 - General Fund) - All Wards

PLANNING & DEVELOPMENT - CONSENT

37. Approval of annexation report for the proposed annexation area generally located within the area bounded by Clark County Highway 215 on the east, Washburn Road on the south, Puli Road on the west, and Centennial Parkway on the north (ANX-10156) - Ward 6 (Ross)

PUBLIC WORKS - CONSENT

38. Approval of an Encroachment Request from Gearing Architecture on behalf of 2300 N. Decatur, LLC, owner (northwest corner of Decatur Boulevard and Reiter Avenue) - Ward 5 (Weekly)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - AMTI Sunbelt, LLP, on behalf of Barbara J. Nelson, owner (northeast corner of Pioneer Way and Ackerman Avenue, APN 125-10-403-007) - County (near Ward 6 - Ross)
40. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of Marlida, Inc., owner (southeast corner of Bright Angel Way and Conquistador Street, APN 125-30-202-007) - County (near Ward 6 - Ross)
41. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northeast Quarter of the Southeast Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the west side of Bonita Vista Street between Durango Drive and Riley Street, APN 125-32-703-012 - County (near Ward 4 - Brown)
42. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the North Half of the Southwest Quarter of Section 22, Township 20 South, Range 61 East, Mount Diablo Meridian, for a drainage easement located on the west side of Gregory Street, south of Elliott Avenue, APNs 139-22-313-004, 005, 006, 007, 008, 009 and 010 - Ward 5 (Weekly)

RESOLUTIONS - CONSENT

43. R-15-2007 - Approval of a Resolution amending Schedule 25-II, 35 MPH speed limits to add the speed limit of 35 MPH on Tenaya Way from Alexander Road to Craig Road - Ward 4 (Brown)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

44. Report from the City Manager on Emerging Issues
45. Discussion and possible action concerning the status of 2007 legislative issues - All Wards
46. Report and possible action on direction to staff for the 2007 Federal Public Lands Legislative Agenda - All Wards

BUSINESS DEVELOPMENT - DISCUSSION

47. Discussion and possible action regarding the Real Property Purchase and Sale Agreement with Blake Thompson for real property generally located at 328 North 7th Street (\$549,900 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

- 48. Discussion and possible action on Appeal of Work Card Denial: Brooke Travis Bullock, 5444 Madre Mesa, Las Vegas, Nevada 89108
- 49. Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148
- 50. Discussion and possible action to authorize the City Manager to pay \$273,000 as the City's portion of a proposed settlement in the matter of City of Las Vegas and Nevada Business Services v. Las Vegas City Employees Association (LVCEA), Nevada Supreme Court Case No. 47902, if other signatories to the Nevada Business Services (NBS) interlocal agreement legally authorize their contractually-required sums - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

- 51. Discussion and possible action regarding Temporary Approval of Change of Ownership, Change of Business Name and Change of Location (Non-Operational) for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, To: Sterling Venue Ventures Las Vegas, LLC, dba The Canyon Club, 202 Fremont Street, Sterling Worldwide Entertainment, Inc., Lance Sterling, Mmbr, 33.3%, Jeffrey C. Lapin, Mmbr, 33.3% and Block 16, LLC, Melissa L. Richardson and William R. Richardson, Mmbr, 33.3% - Ward 3 (Reese)
- 52. Discussion and possible action on a Review of Conditions of a Tavern License and a Gaming License for Scotch 80's Limited, dba Squiggy's, 530 South Martin Luther King Boulevard, Danny R. Piper, Dir, Pres, Treas, 50% and Joseph D. Bunch, Dir, Secy, 50% - Ward 5 (Weekly)
- 53. Discussion and possible action regarding Change of Ownership for a Tavern License, Drejo Enterprises, LLC, dba Tom Peters Gaming Bar, 465 South Decatur Boulevard, To: Jocelyn M. Nixon, Manager Mmbr - Ward 1 (Tarkanian)
- 54. Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License, Lia Hernandez, dba Lia Hernandez, 9108 Teal Lake Court, Lia Hernandez, 100% - Ward 4 (Brown)

NEIGHBORHOOD SERVICES - DISCUSSION

- 55. Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate \$28,900 (General Fund) for 30 youth initiated projects - All Wards

BOARDS & COMMISSIONS - DISCUSSION

- 56. ABEYANCE ITEM - HISTORIC PRESERVATION COMMISSION – Janet Ruth White, Term Expiration 3/6/2007

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

- 57. Bill No. 2007-6 - Levies Assessment for Special Improvement District No. 1506 – Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

- 58. Bill No. 2007-5 – Allows the use “accessory massage” as an accessory use in certain zoning districts. Sponsored by: Councilman Larry Brown
- 59. Bill No. 2007-7 – Amends solid waste and recycling regulations by updating service charges, adding charges for overflow collections, eliminating charges for discontinuing service, deregulating charges for competitive-service areas, increasing frequency-of-service options, authorizing pilot programs for recycling, adding customer service standards, revising late-payment charges, adding minimum container requirements, and facilitating recycling by materials recovery facilities. Proposed by: Mark R. Vincent, Director of Finance and Business Services

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

- 60. Bill No. 2007-8 – Eliminates certain information-gathering and reporting requirements for the Department of Fire and Rescue regarding the transportation of hazardous materials within the City. Proposed by: David L. Washington, Chief, Department of Fire and Rescue
- 61. Bill No. 2007-9 – Makes various corrections, clarifications and adjustments to the Land Use Tables, and clarifies certain use and development standards. Proposed by: M. Margo Wheeler, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

- 62. 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

- 63. ABEYANCE ITEM - Hearing to consider the appeal regarding the Notice and Declaration of Chronic Nuisance located at 1919 Fremont Street. PROPERTY OWNER: JOSE E. & AZALEA PERAL - Ward 3 (Reese)
- 64. Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply regarding 900 Stewart Avenue and 216 and 222 N. 9th Street PROPERTY OWNER: SHIRAZI, LLC - Ward 5 (Weekly)
- 65. ABEYANCE ITEM - Public hearing on local improvement district for Special Improvement District No. 1490 - Tenaya Way (Northern Beltway to Elkhorn Road) (\$481,988.99 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)
- 66. Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (\$245,052 - 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

67. EOT-18622 - ABEYANCE ITEM - APPLICANT/OWNER: CLUB RENAISSANCE PARTNERS, LLC - Request for an Extension of Time of an approved Special Use Permit (SUP-5663) THAT ALLOWED A MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT on 1.28 acres adjacent to the southeast corner of Casino Center Boulevard and Bonneville Avenue (APN 139-34-311-058 through 65), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
68. EOT-18623 - ABEYANCE ITEM - APPLICANT/OWNER: CLUB RENAISSANCE PARTNERS, LLC - Request for Extension of Time of an approved Site Development Plan Review (SDR-5662) THAT ALLOWED A 60-STORY MIXED-USE DEVELOPMENT TO INCLUDE 950 RESIDENTIAL UNITS AND 91,000 SQUARE FEET OF COMMERCIAL SPACE AND WAIVERS OF THE CENTENNIAL PLAN BUILDING STEP-BACK AND BUILD-TO REQUIREMENTS on 1.28 acres adjacent to the southeast corner of Casino Center Boulevard and Bonneville Avenue (APN 139-34-311-058 through 65), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
69. EOT-18770 - ABEYANCE ITEM - APPLICANT: SANDHURST DEVELOPMENT - OWNER: TAURUS SANDHURST, LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5179) THAT ALLOWED A 35 STORY MIXED-USE DEVELOPMENT IN PARKWAY CENTER TO INCLUDE 413 RESIDENTIAL UNITS AND 35,435 SQUARE FEET OF COMMERCIAL SPACE on 3.23 acres on the north side of Iron Horse Court, approximately 300 feet east of Grand Central Parkway (APN 139-33-810-006), Ward 5 (Weekly). Staff recommends APPROVAL
70. EOT-19195 - APPLICANT: MONTECITO GROUP - OWNER: TVC 707, LLC - Request for an Extension of Time of an approved Special Use Permit (SUP-10996) FOR A TAVERN on 6.3 acres at 7240 W. Azure Drive, Suite 170 (APN 125-27-113-007), T-C (Town Center) Zone [GC-TC (General Commercial- Town Center Special) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL
71. EOT-19197 - APPLICANT: MONTECITO GROUP - OWNER: TVC 707, LLC - Request for an Extension of Time of an approved Special Use Permit (SUP-10997) FOR GAMING (RESTRICTED) AND A WAIVER OF THE 330 FOOT DISTANCE SEPARATION REQUIREMENT FROM ANY SINGLE FAMILY DETACHED DWELLING on 6.3 acres at 7240 W. Azure Drive, Suite 170 (APN 125-27-113-007), T-C (Town Center) Zone [GC-TC (General Commercial- Town Center Special) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

72. ZON-18203 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BRUCE R. NOBLE - Request for a Rezoning FROM R-3 (MEDIUM DENSITY RESIDENTIAL) TO C-1 (LIMITED COMMERCIAL) on 0.44 acres on the north side of Owens Avenue, approximately 333 feet east of Martin L. King Boulevard (APN-139-21-804-008), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

73. VAR-18204 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BRUCE R. NOBLE - Request for a Variance TO ALLOW A PROPOSED BUILDING ZERO FEET FROM THE SIDE PROPERTY LINE WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED AND EIGHT FEET FROM THE REAR PROPERTY LINE WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 0.44 acres on the north side of Owens Avenue, approximately 333 feet east of Martin L. King Boulevard (APN-139-21-804-008), R-3 (Medium Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL
74. SDR-18202 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BRUCE R. NOBLE - Request for a Site Development Plan Review for a PROPOSED 3,997 SQUARE FOOT SHOPPING CENTER WITH A WAIVER OF THE PERIMETER LANDSCAPE BUFFER TO ALLOW NO PERIMETER LANDSCAPING ALONG THE EAST AND WEST PROPERTY LINES WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; TO ALLOW A THREE FOOT WIDE BUFFER ALONG THE NORTH PROPERTY LINE WHERE AN EIGHT FOOT WIDE BUFFER IS REQUIRED; AND TO ALLOW AN 11 FOOT WIDE BUFFER ALONG THE SOUTH PROPERTY LINE, WHERE A 15 FOOT WIDE BUFFER ADJACENT TO A PUBLIC RIGHT-OF-WAY IS REQUIRED on 0.44 acres on the north side of Owens Avenue, approximately 333 feet east of Martin L. King Boulevard (APN-139-21-804-008), R-3 (Medium Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL
75. EOT-19030 - APPLICANT/OWNER: J & S DIESEL SERVICE, INC. - Request for a Reinstatement and Extension of Time of an approved Rezoning (ZON-4215) FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 2.10 acres adjacent to the southeast corner of Dorrell Lane and Unicorn Street (APN 125-24-602-001), Ward 6 (Ross). Staff recommends APPROVAL
76. ROC-19029 - PUBLIC HEARING - APPLICANT/OWNER: J & S DIESEL SERVICE, INC. - Request for a Review of Condition Number 8 from an approved Rezoning (ZON-4215) TO ALLOW THE DEFERRAL OF STREET LIGHT INSTALLATION ON UNICORN STREET AND DORRELL LANE WHERE IT WAS PREVIOUSLY REQUIRED for a proposed residential development on 2.10 acres adjacent to the southeast corner of Dorrell Lane and Unicorn Street (APN 125-24-602-001), R-E (Residence Estates) Zone under Resolution of Intent to R-1 (Single Family Residential) Zone, Ward 6 (Ross). Staff recommends APPROVAL
77. RESCIND PREVIOUS ACTION - VAC-14766 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL RILEY DEVELOPMENT, LLC - Petition to Vacate a portion of the public right-of-way at the intersection of Centennial Parkway and Riley Street, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
78. VAC-14766 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL RILEY DEVELOPMENT, LLC - Petition to Vacate a portion of the public right-of-way at the intersection of Centennial Parkway and Riley Street, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
79. GPA-18374 - PUBLIC HEARING - APPLICANT/OWNER: ALLEN AND RAFID HAMIKA - Request to amend a portion of the Southeast Sector Plan of the Master Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 0.79 acres adjacent to the south side of Lake Mead Boulevard, approximately 420 feet east of Decatur Boulevard (APN 139-19-301-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
80. ZON-18375 - PUBLIC HEARING - APPLICANT/OWNER: ALLEN AND RAFID HAMIKA - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 0.79 acres adjacent to the south side of Lake Mead Boulevard, approximately 420 feet east of Decatur Boulevard (APN 139-19-301-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
81. SDR-18376 - PUBLIC HEARING - APPLICANT/OWNER: ALLEN AND RAFID HAMIKA - Request for a Site Development Plan Review FOR A PROPOSED 6,650 SQUARE-FOOT RETAIL BUILDING on 0.79 acres adjacent to the south side of Lake Mead Boulevard, approximately 420 feet east of Decatur Boulevard (APN 139-19-301-002), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

82. GPA-18683 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend a portion of the Southeast Sector Plan of the Master Plan FROM: M (MEDIUM DENSITY RESIDENTIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 1.11 acres at 1929 through 1953 Gregory Street (APNs 139-22-313-004 through 010), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

83. ZON-18684 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: R-1 (SINGLE-FAMILY RESIDENTIAL) on 1.11 acres at 1929 through 1953 Gregory Street (APNs 139-22-313-004 through 010), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

84. ZON-17856 - PUBLIC HEARING - APPLICANT: REBECCA BURTON - OWNER: TOWANDA, LLC - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 801 South Sixth Street (APN 139-34-410-209), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

85. SDR-18788 - PUBLIC HEARING - APPLICANT: REBECCA BURTON - OWNER: TOWANDA, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING SINGLE-FAMILY RESIDENCE TO AN OFFICE AND WAIVER OF PERIMETER LANDSCAPE BUFFER WIDTHS AND DOWNTOWN STREETScape STANDARDS on 0.16 acres 801 South Sixth Street (APN 139-34-410-209), R-4 (High Density Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

86. ZON-18755 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-V (CIVIC) on 0.30 acres at 501 and 505 East McWilliams Avenue (APNs 139-27-812-041 and 042), Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

87. SDR-18751 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 2,768 SQUARE-FOOT MUSEUM on 2.10 acres at 501 through 509 East McWilliams Avenue, 731 North 9th Street, and 770 North Las Vegas Boulevard (APNs 139-27-812-039 through 043), C-V (Civic) Zone and C-1 (Limited Commercial) Zone [PROPOSED: C-V (Civic) Zone], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

88. SUP-18440 - PUBLIC HEARING - APPLICANT/OWNER: BERNARD P. AND DELORES T. BENEDETTO - Request for a Special Use Permit FOR A PROPOSED HABITABLE ACCESSORY STRUCTURE at 8260 Point Given Street (APN 125-11-711-005), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

89. SUP-18655 - PUBLIC HEARING - APPLICANT: T-MOBILE USA INC. - OWNER: BERKE ENTERPRISES, LTD., L.P. - Request for a Special Use Permit FOR A PROPOSED WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN at 1501 East Charleston Boulevard (APN 139-35-402-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

90. SUP-18695 - PUBLIC HEARING - APPLICANT: BRIGITTE WELLES - OWNER: LEWIS CENTER PARKING, LLC - Request for a Special Use Permit FOR A PROPOSED BAILBOND SERVICE at the northeast corner of Casino Center Boulevard and Lewis Avenue (APN 139-34-201-020), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

91. SDR-18644 - PUBLIC HEARING - APPLICANT: DESERT ICE, LLC. - OWNER: OWENS STAR, LLC - Request for a Site Development Plan Review FOR A PROPOSED ICE VENDING KIOSK WITHIN AN EXISTING SHOPPING CENTER on 2.26 acres at 3975 East Owens Avenue (APN 140-30-102-006), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

92. VAC-18654 - PUBLIC HEARING - APPLICANT/OWNER: DONNA M. DELACRUZ, ET AL - Petition to Vacate a 30-foot section of a public right-of-way generally located at the southeast corner of Helen Avenue and Doc Holiday Avenue, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL

93. VAC-18711 - PUBLIC HEARING - APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: CLARK COUNTY SCHOOL DISTRICT, ET AL - Petition to Vacate a section of public right-of-way generally located at the northeast corner of Sunrise Avenue and 28th Street, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
94. GPA-16511 - ABEYANCE ITEM - 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
95. ZON-16519 - ABEYANCE ITEM - 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
96. VAR-16525 - ABEYANCE ITEM - 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. NOTE: THIS APPLICATION HAS BEEN AMENDED TO ALLOW 25,158 SQUARE FEET OF OPEN SPACE WHERE 54,450 SQUARE FEET IS THE MINIMUM REQUIRED. The Planning Commission (7-0 vote) and staff recommend DENIAL
97. SDR-16522 - ABEYANCE ITEM - 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
98. ZON-16179 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: YIN YAN & PETER CHUNG - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.26 acres at 1333 Angel Drive (APN 163-01-612-039), Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED FROM 1333 ANGEL DRIVE TO 5104 MOUNTAIN VIEW DRIVE. The Planning Commission (5-0 vote) and staff recommend DENIAL
99. VAR-16181 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: YIN YAN & PETER CHUNG - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 56.25 FEET WHERE 77.25 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A TRASH ENCLOSURE TO BE PLACED 6 FEET FROM RESIDENTIAL PROPERTY WHERE 50 FEET IS THE MINIMUM REQUIRED on 0.26 acres at 1333 Angel Drive (APN 163-01-612-039), R-3 (MEDIUM DENSITY RESIDENTIAL) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED FROM 1333 ANGEL DRIVE TO 5104 MOUNTAIN VIEW DRIVE AND TO REDUCE THE FRONT YARD SETBACK TO 15 FEET WHERE A MINIMUM SETBACK OF 20 FEET AND TO REDUCE THE REAR SETBACK 15 FEET WHERE A MINIMUM SETBACK OF 20 FEET IS REQUIRED. The Planning Commission (5-0 vote) and staff recommend DENIAL
100. VAR-17191 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: YIN YAN & PETER CHUNG - Request for a Variance TO ALLOW A MINIMUM LOT WIDTH OF 87 FEET WHERE 100 FEET IS THE MINIMUM WIDTH REQUIRED on 0.26 acres at 1333 Angel Drive (APN 163-01-612-039), R-3 (Medium Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED FROM 1333 ANGEL DRIVE TO 5104 MOUNTAIN VIEW DRIVE. The Planning Commission (5-0 vote) and staff recommend DENIAL

- 101.SDR-16180 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: YIN YAN & PETER CHUNG - Request for a Site Development Plan Review FOR A 3,000 SQUARE FOOT COMMERCIAL BUILDING AND A WAIVER OF THE PERIMETER LANDSCAPE REQUIREMENTS on 0.26 acres at 1333 Angel Drive (APN 163-01-612-039), R-3 (Medium Density Residential) Zone [PROPOSED: C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). NOTE: THIS APPLICATION IS BEING AMENDED FROM 1333 ANGEL DRIVE TO 5104 MOUNTAIN VIEW DRIVE. The Planning Commission (5-0 vote) and staff recommend DENIAL
- 102.ZON-17242 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 2.86 acres at the northwest corner of Bradley Road and Deer Springs Way (APN 125-24-203-022), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
- 103.VAR-17244 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Variance TO ALLOW A RESIDENTIAL PLANNED DEVELOPMENT ON 2.86 ACRES WHERE FIVE ACRES IS THE MINIMUM REQUIRED on 2.86 acres at the northwest corner of Bradley Road and Deer Springs Way (APN 125-24-203-022), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
- 104.SDR-17247 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Site Development Plan Review FOR A PROPOSED FIVE-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AND A WAIVER OF THE STREETScape REQUIREMENTS on 2.86 acres at the northwest corner of Bradley Road and Deer Springs Way (APN 125-24-203-022), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
- 105.VAR-17871 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DEJA VU'S LITTLE DARLINGS - OWNER: ARTHUR G. AND JEAN M. GRANT - Request for a Variance TO ALLOW A PROPOSED 80-FOOT DOUBLE FACE 2,470 SQUARE-FOOT FREESTANDING SIGN WHERE 720 SQUARE FEET IS THE MAXIMUM ALLOWED on 2.46 acres at 1508 Western Avenue (APN 162-04-602-010), M (Industrial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
- 106.SDR-17312 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DÉJÀ VU'S LITTLE DARLINGS - OWNER: ARTHUR G. AND JEAN M. GRANT - Request for a Site Development Plan Review FOR A PROPOSED 80-FOOT HIGH FREESTANDING SIGN on 2.46 acres at 1508 Western Avenue (APN 162-04-602-010), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 107.SUP-13490 - ABEYANCE ITEM - 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
- 108.SUP-18266 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: CRAIG MCCALL - OWNER: PHILLIP E. HEMPLER AND JOSEPH P. LEPIRE - Request for a Special Use Permit FOR A PAWN SHOP AND A WAIVER TO ALLOW A ZERO FOOT SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION, SPECIFIED WHERE A 1,000 FOOT DISTANCE SEPARATION IS REQUIRED at 6032 West Cheyenne Avenue (APN 138-12-416-006), C-1 (Limited Commercial) Zone [SC (Service Commercial) General Plan Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL
- 109.SUP-18279 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: BIOMAT USA - OWNER: CIVIC CENTER PLAZA, LLC. - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR THE EXPANSION OF AN EXISTING BLOOD PLASMA DONOR CENTER at 611-623 Las Vegas Boulevard North (APN 139-27-812-005), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

- 110.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
- 111.GPA-18818 - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request to amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: O (OFFICE) TO: H (HIGH DENSITY RESIDENTIAL) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 112.ZON-18819 - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Rezoning FROM: O (OFFICE) TO: R-4 (HIGH DENSITY RESIDENTIAL) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 113.VAR-18820 - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Variance TO ALLOW A 72-FOOT HIGH BUILDING WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 114.SUP-18821 - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 115.SDR-18822 - PUBLIC HEARING - APPLICANT/OWNER: CRAIG TENAYA, LLC - Request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 213 CONDOMINIUM UNITS AND 29,717 SQUARE FEET OF COMMERCIAL SPACE on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 116.ZON-17250 - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 3.58 acres at the northwest corner of Jones Boulevard and Jo Marcy Drive (APNs 125-14-504-006 through 008), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 117.VAR-17253 - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Variance TO ALLOW A RESIDENTIAL PLANNED DEVELOPMENT ON 3.58 ACRES WHERE 5.00 ACRES IS THE MINIMUM SITE AREA REQUIRED at the northwest corner of Jones Boulevard and Jo Marcy Drive (APNs 125-14-504-006 through 008), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 118.SDR-17254 - PUBLIC HEARING - APPLICANT/OWNER: TOUSA HOMES, INC. - Request for a Site Development Plan Review FOR A PROPOSED SIX-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 3.58 acres at the northwest corner of Jones Boulevard and Jo Marcy Drive (APNs 125-14-504-006 through 008), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 119.ZON-18643 - PUBLIC HEARING - APPLICANT: NEVADA HAND - OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on a portion of 9.39 acres at the southwest corner of Decatur Boulevard and Deer Springs Way (APN 125-24-701-040), Ward 6 (Ross). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

- 120.SUP-19004 - PUBLIC HEARING - APPLICANT: NEVADA HAND - OWNER: CITY OF LAS VEGAS - Request for a Special Use Permit FOR A PROPOSED 90-UNIT, THREE-STORY AND 39 FOOT HIGH ASSISTED LIVING APARTMENT COMPLEX at the southwest corner of North Decatur Boulevard and Deer Springs Way (APN 125-24-701-040), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone, Ward 6 (Ross). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 121.SDR-18642 - PUBLIC HEARING - APPLICANT NEVADA HAND - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 90-UNIT ASSISTED LIVING APARTMENT COMPLEX AND A WAIVER TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 20 FEET WHERE 121.5 FEET IS THE MINIMUM SETBACK REQUIRED on a portion of 9.39 acres at the southwest corner of Decatur Boulevard and Deer Springs Way (APN 125-24-701-040) R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 6 (Ross). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 122.ZON-18672 - PUBLIC HEARING - APPLICANT/OWNER: ANA BELTRAN - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 0.5 acres at the northwest corner of Poppy Lane and Paniflow Street (APN 139-25-410-022), Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 123.VAR-18673 - PUBLIC HEARING - APPLICANT/OWNER: ANA BELTRAN - Request for a Variance TO ALLOW SETBACKS OF FIVE FEET IN THE FRONT AND REAR YARD AREAS WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED; A DISTANCE BETWEEN BUILDINGS OF 5.5 FEET WHERE 10 FEET IS THE MINIMUM DISTANCE BETWEEN BUILDINGS REQUIRED; AND A RESIDENTIAL ADJACENCY SETBACK OF 33 FEET ON THE WEST SIDE OF THE PROPERTY WHERE 66 FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED 12-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 0.5 acres at the northwest corner of Poppy Lane and Paniflow Street (APN 139-25-410-022), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 124.VAR-18674 - PUBLIC HEARING - APPLICANT/OWNER: ANA BELTRAN - Request for a Variance TO ALLOW 18 PARKING SPACES WHERE 23 ARE THE MINIMUM NUMBER OF SPACES REQUIRED FOR A PROPOSED 12-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 0.5 acres at the northwest corner of Poppy Lane and Paniflow Street (APN 139-25-410-022), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 125.SDR-18670 - PUBLIC HEARING - APPLICANT/OWNER: ANA BELTRAN - Request for a Site Development Plan Review FOR A PROPOSED 12-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT; A WAIVER TO ALLOW A LANDSCAPE BUFFER WIDTH OF FIVE FEET WHERE TEN FEET IS THE MINIMUM REQUIRED AT THE RIGHT-OF-WAY ALONG THE EASTERN AND SOUTHERN PROPERTY LINES; AND A WAIVER TO ALLOW A LANDSCAPE BUFFER WIDTH OF FIVE FEET WHERE 15 FEET IS THE MINIMUM REQUIRED AT THE RIGHT-OF-WAY ALONG THE WESTERN PROPERTY LINE on 0.5 acres at the northwest corner of Poppy Lane and Paniflow Street (APN 139-25-410-022), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 126.ZON-18753 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [O (OFFICE) GENERAL PLAN DESIGNATION] TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 2.7 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 127.SDR-18657 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Site Development Plan Review FOR A PROPOSED 3-STORY; 40,971 SQUARE-FOOT OFFICE BUILDING, A WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A ZERO FOOT BUFFER WHERE 8 FEET IS REQUIRED ALONG THE SOUTHERN PROPERTY LINE AND ALONG THE ON-SITE PUBLIC TRAIL; A WAIVER OF PERIMETER LANDSCAPE STANDARDS; AND A WAIVER OF PARKING LANDSCAPING on 2.7 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), U (Undeveloped) Zone [O (Office) General Plan Designation] [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL

- 128.VAR-18669 - PUBLIC HEARING - APPLICANT/OWNER: TODD MORIN - Request for a Variance TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED THE HEIGHT OF THE PRINCIPLE DWELLING BY 1.5 FEET at 5901 Huff Mountain Avenue (APN 125-12-311-017), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 129.SUP-18671 - PUBLIC HEARING - APPLICANT/OWNER: TODD MORIN - Request for a Special Use Permit FOR AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE at 5901 Huff Mountain Avenue (APN 125-12-311-017), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 130.VAR-18908 - PUBLIC HEARING - APPLICANT/OWNER: FFPW MEDICAL DEVELOPMENT, LLC - Request for a Variance TO ALLOW A 33 PERCENT LOT COVERAGE WHERE 30 PERCENT IS THE MAXIMUM LOT COVERAGE ALLOWED on 5.0 acres at 9040 and 9092 West Cheyenne Avenue (APNs 138-08-401-008 and 009), U (Undeveloped) Zone under Resolution of Intent to O (Office) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 131.SDR-18660 - PUBLIC HEARING - APPLICANT/OWNER: FFPW MEDICAL DEVELOPMENT, LLC - Request for a Site Development Plan Review FOR A PROPOSED 60,160 SQUARE-FOOT OFFICE DEVELOPMENT on 4.16 acres at the northeast corner of Campbell Road and Cheyenne Avenue (APNs 138-08-401-008 and 009), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
- 132.SUP-18637 - PUBLIC HEARING – APPLICANT/OWNER: DAN MARTINEZ - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 133.SDR-18638 - PUBLIC HEARING – APPLICANT/OWNER: DAN MARTINEZ - Request for a Site Development Plan Review FOR A 40-STORY, 395-UNIT CONDOMINIUM DEVELOPMENT WITH 15,892 SQUARE FEET OF RETAIL SPACE AND 9,050 SQUARE FEET OF OFFICE SPACE AND WAIVERS OF THE DOWNTOWN BUILDING STEPBACK, PARKING STRUCTURE STEPBACK, AND DOWNTOWN STREETScape REQUIREMENTS on 1.39 acres at 709-731 Fremont Street (APN 139-34-612-084), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.SUP-18685 - PUBLIC HEARING - APPLICANT: VEGAS CASH - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN ESTABLISHMENT; A WAIVER OF THE 1,000 FOOT DISTANCE SEPARATION REQUIREMENT FROM 2 FINANCIAL INSTITUTIONS - SPECIFIED, A WAIVER OF THE 200-FOOT DISTANCE SEPARATION REQUIREMENT FROM A PARCEL ZONED FOR RESIDENTIAL USE, AND A WAIVER OF THE MINIMUM SQUARE FOOTAGE REQUIREMENT at 4923 Alta Drive (APN 138-36-701-018), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

SET DATE

- 135.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

- 136.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

14 day of February, 2007

 **CARMEL M. VIADO**
Notary Public State of Nevada
No. 06-107821-1
My appt. exp. July 16, 2010

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 **February, 2007** at the hour of **3:30 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 **21st** day of **February, 2007**, 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

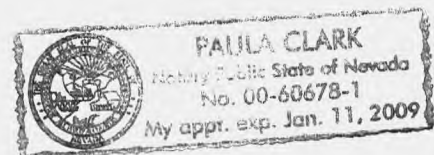
Ian Spahr
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

14th day of February, 2007

Paula Clark
NOTARY PUBLIC in and for said County and State



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

SUBJECT:

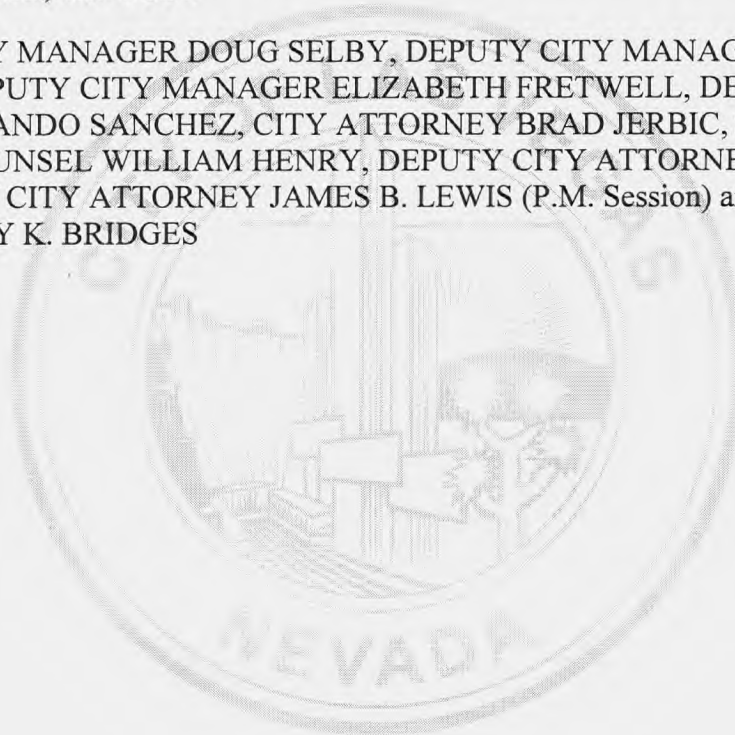
CALL TO ORDER

Minutes:

MAYOR GOODMAN called the meeting to order at 9:12 a.m.

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE (excused from the morning session at 9:53 and the entire afternoon session), BROWN (excused from the afternoon session until 1:22 p.m.), WEEKLY, WOLFSON, TARKANIAN (excused from the afternoon session until 1:22 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, SENIOR LITIGATION COUNSEL WILLIAM HENRY, DEPUTY CITY ATTORNEY BRYAN SCOTT, DEPUTY CITY ATTORNEY JAMES B. LEWIS (P.M. Session) and ACTING CITY CLERK BEVERLY K. BRIDGES



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

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: FEBRUARY 21, 2007

SUBJECT:

PLEDGE OF ALLEGIANCE

Minutes:

MAYOR GOODMAN led the audience in the Pledge.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

SUBJECT:

INVOCATION – REVEREND JESSE SCOTT, SECOND BAPTIST CHURCH

Minutes:

REVEREND JESSE SCOTT, Second Baptist Church, gave the invocation.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

BACKUP DOCUMENTATION:

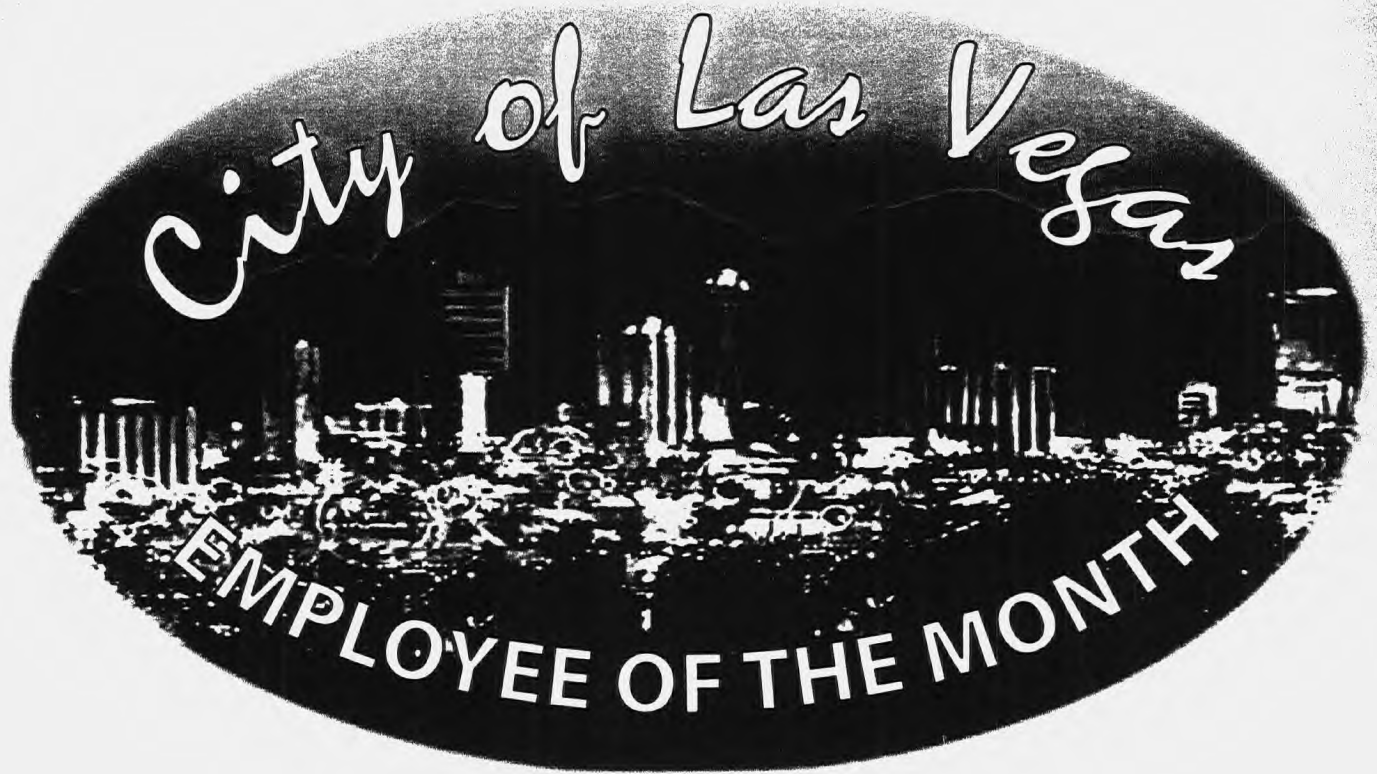
Submitted at meeting - copy of certificate for February 2007 Employee of the Month

Minutes:

No motion required. A presentation was made.

SCOTT ADAMS, Director of the Office of Business Development, joined MAYOR GOODMAN to recognize DAVID BRATCHER, Redevelopment Officer, as Employee of the Month for February 2007. MR. BRATCHER oversees the Redevelopment Agency's Fast Track Program, which has been a very successful program that has saved a lot of time and money for businesses and developers.

MR. ADAMS congratulated MR. BRATCHER, who has done a phenomenal job with the Fast Track Program; he has truly gone beyond the call of duty. MR. BRATCHER thanked the City for creating his position, his fellow employees for their part in making the Fast Track Program a success and his parents and girlfriend for standing by him.

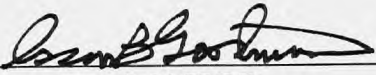


David Bratcher

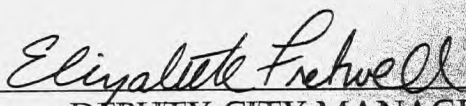
February 2007

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: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CHINESE NEW YEAR

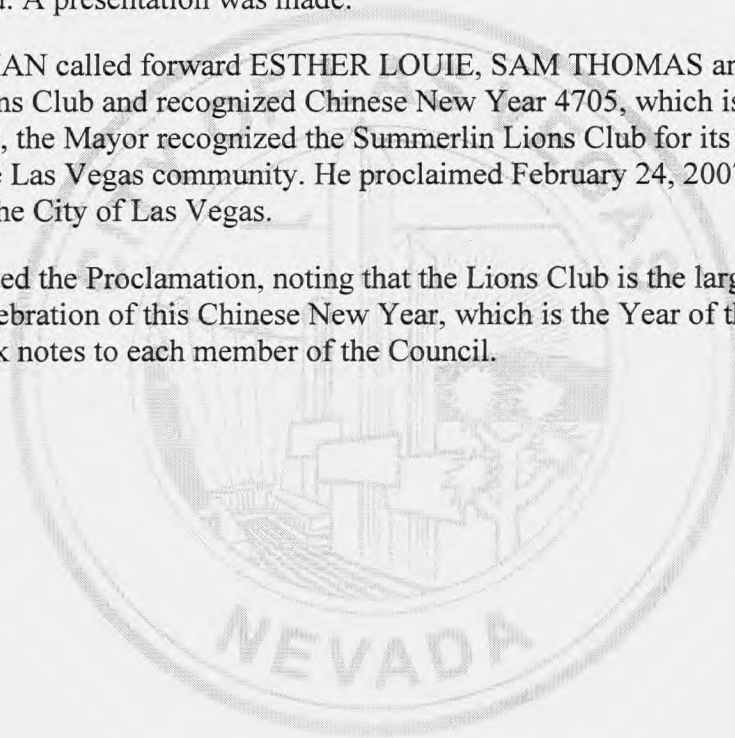
BACKUP DOCUMENTATION:
Submitted at meeting - copy of Proclamation declaring Chinese New Year Day

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward ESTHER LOUIE, SAM THOMAS and SID OSTIS with the Summerlin Lions Club and recognized Chinese New Year 4705, which is the Year of the Boar. Concurrently, the Mayor recognized the Summerlin Lions Club for its public service and contributions to the Las Vegas community. He proclaimed February 24, 2007, to be Chinese New Year Day in the City of Las Vegas.

MS. LOUIE accepted the Proclamation, noting that the Lions Club is the largest volunteer club in the world. In celebration of this Chinese New Year, which is the Year of the Golden Pig, she presented good luck notes to each member of the Council.



From the office of the Mayor **Proclamation**

- Whereas;** it is an honor to designate February 24 in recognition of Chinese New Year, Year of the Boar, in the City of Las Vegas; and
- Whereas;** the Las Vegas Summerlin Lions Club is being recognized for celebrating diversity and culture at their Annual Chinese New Year Gala to be held at the Palms Hotel; and
- Whereas;** Lions Clubs are dedicated to serving their community and making a difference; and
- Whereas;** Lions Clubs in Las Vegas enrich our community by generously supporting the UMC Lions Burn Center and the Nevada Blind Center with countless volunteer hours and financial support; and
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM FEBRUARY 24, 2007, TO BE:

Chinese New Year Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE
THE LAS VEGAS SUMMERLIN LIONS CLUB AS THEY CELEBRATE
DIVERSITY WITH THEIR ANNUAL CHINESE NEW YEAR GALA.



In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 24TH DAY OF FEBRUARY, 2007.


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF CEDRIC KERNS FOR BEING NAMED JUDGE OF THE YEAR

BACKUP DOCUMENTATION:

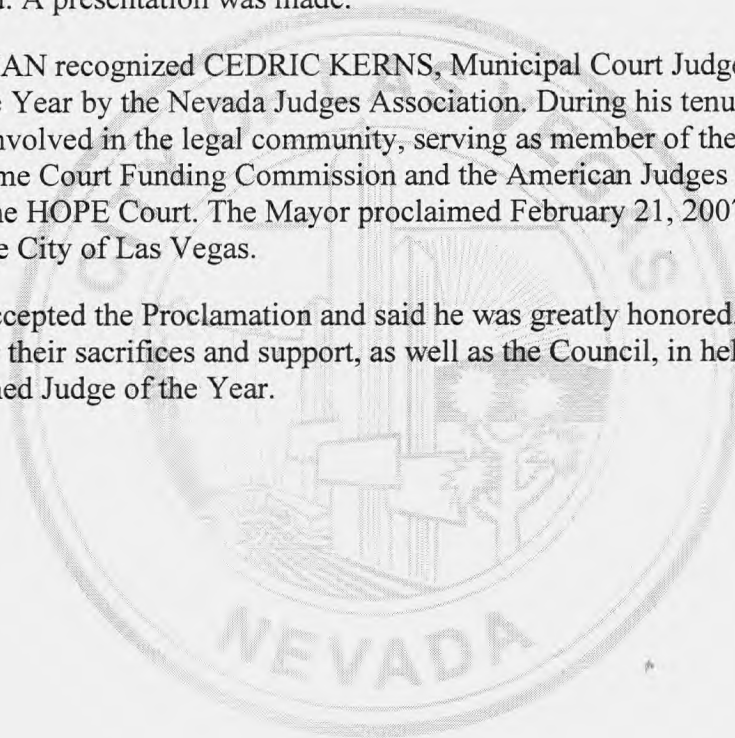
Submitted at meeting - copy of Proclamation declaring Judge Cedric A. Kerns Day

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN recognized CEDRIC KERNS, Municipal Court Judge, for recently being named Judge of the Year by the Nevada Judges Association. During his tenure, JUDGE KERNS has been actively involved in the legal community, serving as member of the Nevada Judicial Council, the Supreme Court Funding Commission and the American Judges Association, as well as presiding over the HOPE Court. The Mayor proclaimed February 21, 2007, to be Judge Cedric A. Kerns Day in the City of Las Vegas.

JUDGE KERNS accepted the Proclamation and said he was greatly honored. He thanked his staff and family for their sacrifices and support, as well as the Council, in helping him attain the honor of being named Judge of the Year.



From the office of the Mayor **Proclamation**

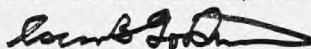
- Whereas;** Municipal Court Judge Cedric A. Kerns has been a dedicated member of the legal community since receiving his Juris Doctor in 1992. Prior to taking the bench, he was a partner in a Las Vegas law firm and was an active member in a number of organizations; and
- Whereas;** Judge Kerns was elected to the Las Vegas Municipal Court, Department 5, in 1997; and
- Whereas;** Judge Kerns presides over the successful HOPE Court, which deals with habitual offenders, and coordinates domestic violence issues for the court, having established the Municipal Court Domestic Violence Probation Program; and
- Whereas;** Judge Kerns is active in the legal community as a member of the Judicial Council of the state of Nevada, the Court Funding Commission of the Supreme Court and the American Judges Association; and
- Whereas;** Judge Kerns has been named Judge of the Year by the Nevada Judges Association for his commitment to the judiciary and his work to make the courts more efficient, responsive and effective in protecting our communities; now
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM FEBRUARY 21, 2007, TO BE:

Judge Cedric A. Kerns Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE JUDGE KERN'S HARD WORK AND THE CONTRIBUTIONS HE HAS MADE TO THE LEGAL COMMUNITY.



In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 21ST DAY OF FEBRUARY, 2007.


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

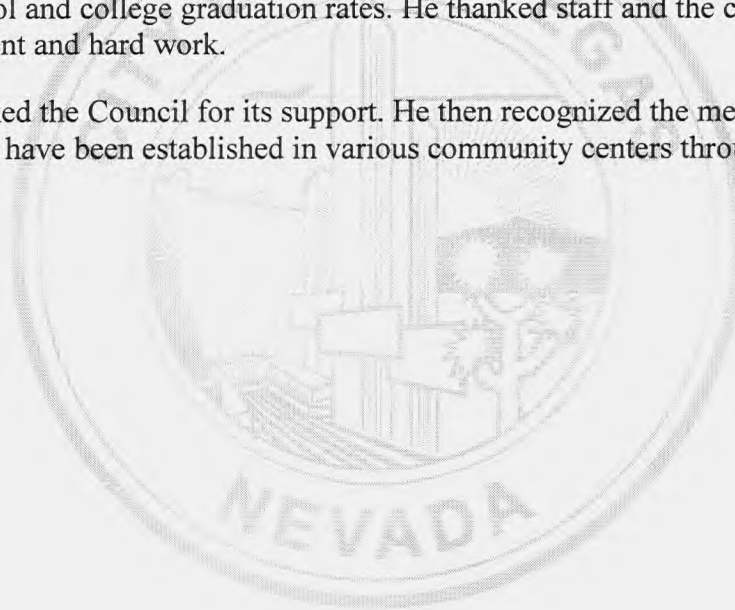
RECOGNITION OF THE YOUTH COUNCIL OFFICERS FROM THE BATTERIES INCLUDED PROGRAM

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward BILL TYLER, Recreation Manager with Leisure Services, to join him in the recognition of the officers of the Batteries Included Program Youth Councils. The Mayor explained that this initiative was spearheaded by the Council to provide youth with the exposure and experience needed to excel in education. It offers a series of programs to improve high school and college graduation rates. He thanked staff and the center coordinators for their involvement and hard work.

MR. TYLER thanked the Council for its support. He then recognized the members of the eight youth councils that have been established in various community centers throughout the City.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF BRANDON ABAJELO FOR BEING SELECTED TO THE JR.
NATIONAL BASKETBALL ASSOCIATION LEAGUE

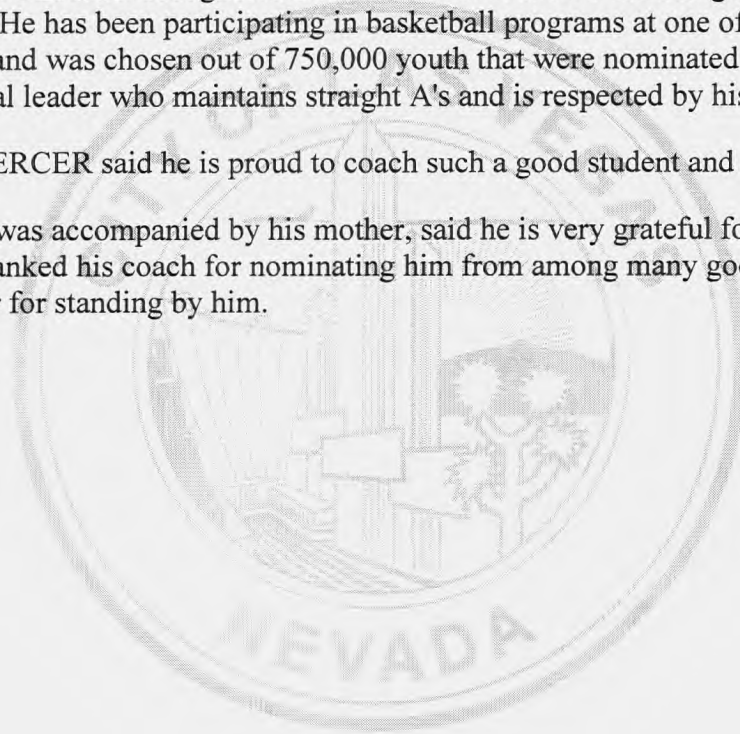
Minutes:

No motion required. A presentation was made.

COUNCILMAN WOLFSON recognized BRANDON ABAJELO for being selected to play on a Junior NBA team. He has been participating in basketball programs at one of the City's leisure centers in Ward 2 and was chosen out of 750,000 youth that were nominated. He is a great athlete and a natural leader who maintains straight A's and is respected by his peers and teachers.

COACH RICK MERCER said he is proud to coach such a good student and athlete.

BRANDON, who was accompanied by his mother, said he is very grateful for such a wonderful opportunity. He thanked his coach for nominating him from among many good players. He also thanked his mother for standing by him.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

PRESENTATION BY THE WEST LAS VEGAS BLACK HISTORICAL SOCIETY

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward ALICE KEY, President, and SARANN KNIGHT PREDDY, Treasurer, Las Vegas Black Historical Society, who presented COUNCILMAN WEEKLY with a plaque in appreciation for his continued support of the Society and his assistance toward obtaining 501-C3 status.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

WARD 5'S COMMUNITY APPRECIATION RECOGNITIONS

Minutes:

No motion required. A presentation was made.

Videotape was shown but a copy was not submitted.

MAYOR GOODMAN announced that COUNCILMAN WEEKLY was recently appointed to the Clark County Commission, and this was his last Council meeting. The Mayor presented COUNCILMAN WEEKLY with a key to the City to let him know that the doors of City Hall would always be open to him. Videotape was then shown depicting some of COUNCILMAN WEEKLY'S accomplishments.

COUNCILMAN WEEKLY gave thanks to God for the many blessings He has bestowed upon him and his family, and then said that working with the City has been an amazing journey. He thanked all of City staff for its support, with special thanks to ORLANDO SANCHEZ for first hiring him as a management analyst and to COUNCILMAN REESE for hiring him as the Ward 3 liaison and supporting him in his endeavor to become a Councilman.

COUNCILMAN REESE commented that he has learned a lot from COUNCILMAN WEEKLY, and he is looking forward to working with him as County Commissioner.

RECESS: 9:53-9:59 A.M.

ADDITIONAL ANNOUNCEMENTS AND RECOGNITIONS:

DANIEL DEEGAN, 1801 Granite Avenue, expressed deep gratitude for COUNCILMAN WEEKLY'S efforts and accomplishments in being committed to Ward 5, for which he will be greatly missed. MR. DEEGAN wished him the best in his future endeavors.

AL GALLEG0 congratulated COUNCILMAN WEEKLY on his appointment. He was very appreciative of him representing Ward 5.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ 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 LARRY BROWN to Strike Items 35 and 48; Hold in Abeyance Items 27, 49 and 54 to 3/7/2007; and Hold in Abeyance Item 53 to 3/21/2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

COUNCILMAN WEEKLY asked why Item 35 was being stricken and when it would be coming back to the Council for consideration. CHARLIE KAJKOWSKI, Director of Public Works, explained that the agreement has not been finalized; it should be completed within a month. COUNCILMAN WEEKLY asked MR. KAJKOWSKI to adhere to the timeline as much as possible, because the Center is very popular. He would prefer the agreement be presented at the next Council meeting. AL GALLEGOS, Las Vegas resident, interjected that he does not want any buildings to be demolished, as part of the expansion.

JIM DiFIORE, Manager of Business Services, requested Item 27 be held in abeyance to 3/7/2007 and Item 53 to 3/21/2007.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

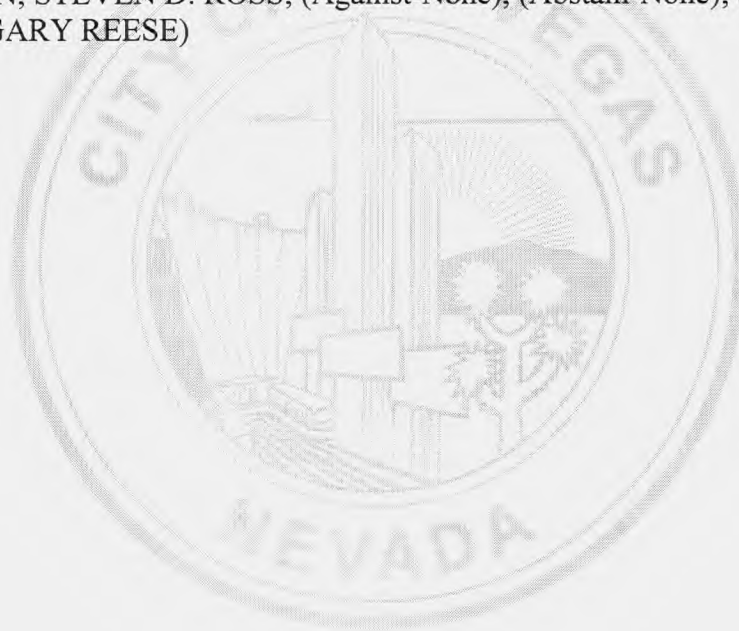
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meetings of January 3, 2007, and January 17, 2007

Motion made by LARRY BROWN to Approve by Reference

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRISTOPHER KNIGHT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Interlocal Agreement between the City of Las Vegas and the City of Carson City for the transfer of U.S. Department of Homeland Security grant funds to support the State of Nevada Citizen Corps Program (\$52,762.55 – Multipurpose Special Revenue Fund) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$52,762.55

Funding Source: Multipurpose Special Revenue Fund

Dept./Division: City Managers Office

PURPOSE/BACKGROUND:

This Interlocal Agreement between the City of Las Vegas and the City of Carson City will facilitate the transfer of \$52,762.55 in reimbursement funds to support the statewide citizen preparedness initiative. These funds are from the FFY-2006 U.S. Department of Homeland Security Grant Program (HSGP). The City of Las Vegas is administering this grant program on a statewide basis.

RECOMMENDATION:

Administrative Services recommends approval

BACKUP DOCUMENTATION:

Carson City Interlocal Agreement

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

NOTE: COUNCILWOMAN TARKANIAN disclosed that she would be abstaining on Item 21 because her son owns the Academy.

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS AND CITY OF CARSON CITY**

WHEREAS, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into an interlocal agreement with Clark County for participation in the **FFY-06 HOMELAND SECURITY GRANT PROGRAM** (hereinafter "Program"). This Program originates from the U.S. Department of Homeland Security and the funding is passed through the Nevada Division of Emergency Management (hereinafter "NDEM"); and,

WHEREAS, the **CITY OF CARSON CITY** (hereinafter "Subrecipient"), a unit of local government, is a committed participant in the Program and funds totaling **\$52,762.55** are designated within the City grants to support the Subrecipient's initiatives. It is understood that the Subrecipient's total funds are derived from two independent Federal grants whereas \$10,500.00 originate from the FFY-06 State Homeland Security Grant Program (SHSP) and \$42,262.55 originate from the FFY-06 Citizen Corps Program (CCP); and,

WHEREAS, the objective of this Agreement is to facilitate the pass-through of the designated funds from City to the Subrecipient. Such funds are defined in Exhibit "A" "Schedule of City of Carson City Program Funds"; and,

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Both parties understand and agree that federal funding provided through the FFY-06 HOMELAND SECURITY GRANT PROGRAM is provided via NDEM on a reimbursement basis and such reimbursement is contingent upon Subrecipient's adherence to all applicable federal and state grant program guidelines and project scope of work. The Subrecipient is responsible for advanced expenditures and agrees to use the designated Program funds to support the Citizen Corps Program as identified in Exhibit "A" "Schedule of City of Carson City Program Funds", attached hereto and incorporated herein as if fully set forth.
2. All assets acquired by the Subrecipient with the transferred funds are the permanent property of Subrecipient. The Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all assets; and, Subrecipient shall assume audit accountability of all assets and transferred funds.
3. Subrecipient will provide City with documentation supporting all periodic reporting and audit requests, including those items identified in Exhibit "B" "City of Las Vegas Program Assurances."
4. Regardless of any termination of this Agreement, Subrecipient shall comply with all state and federal laws and regulations associated with the receipt of funds through the Program.
6. It is specifically understood and agreed by both parties that any changes to the use of funds and/or scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by NDEM.

7. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:
 - a. The terms of this Agreement shall be completed by **January 30, 2008**. An extension request must be requested no less than 30 days prior to this deadline. Approval or denial is contingent upon extension of the grant performance period determined by NDEM.
 - b. By either party, for any reason with written notice of at least 60 days.
8. In the event the City is able to increase the funding set forth in Exhibit "A", at its sole discretion City will increase the aforesaid funding, and Subrecipient agrees that if such augmentation of the funding occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Exhibit "A".
9. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.
10. To the extent permitted by law, including but not limited to the provisions of NRS Chapter 41, Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any of the provisions of this Agreement.
11. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
12. This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.
13. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT:

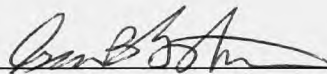
Stacey Giomi, Fire Chief/Emergency Management Director
Carson City Fire Department
777 S. Stewart St.
Carson City, NV 89701

TO CITY:

Las Vegas Office of Emergency Management
Fire & Rescue Headquarters
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

IN WITNESS WHEREOF, the parties have approved this Agreement on this 21ST
day of February, 2006, and their authorized officers have affixed their
names hereto.

CITY OF LAS VEGAS

By:  Date 2/21/07
Oscar B. Goodman, Mayor

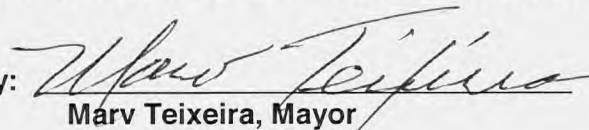
APPROVED AS TO FORM:

 11/28/06
Tom Green, Deputy City Attorney Date _____

ATTEST:

 Date 2/23/2007
~~Barbara Jo Ronemus, City Clerk~~
By: Beverly K. Bridges, CMC
Acting City Clerk

CITY OF CARSON CITY – FIRE & EMERGENCY MANAGEMENT DEPARTMENT

By:  12/21/06
Marv Teixeira, Mayor Date

APPROVED AS TO FORM:

 12-21-06
Noel Water, Carson City District Attorney Date

ATTEST:

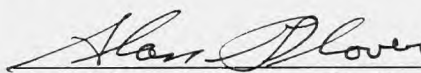
 12/21/06
Alan Glover, Carson City Clerk Date

EXHIBIT "A"

SCHEDULE OF CITY OF CARSON CITY PROGRAM FUNDS

City of Carson City – Fire & Emergency Management Department

FFY-06 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) CFDA #97.067; PASS-THRU #SHSP-06.02	
DESCRIPTION	TOTAL
Community Emergency Response Team (CERT) program expenses	\$ 10,500.00
SUB-TOTAL	\$10,500.00
FFY-06 CITIZEN CORPS PROGRAM (CCP) CFDA #97.053; PASS-THRU #CCP-06.02	
Community Emergency Response Team (CERT) program expenses	\$10,000.00
Community education van	\$32,262.55
SUB-TOTAL	\$42,262.55
GRAND TOTAL	\$52,762.55

#

EXHIBIT "B"

CITY OF LAS VEGAS PROGRAM ASSURANCES

1. Subrecipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
2. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.

Required documentation for the performance of audits and quarterly reports, including project narrative and financial reports, must be provided to the City of Las Vegas within 15 calendar days of request. Grant closeout is contingent upon NDEM audit and resolution of any discrepancies.

3. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this Agreement.
4. Subrecipients are instructed to send all aforementioned program reports and financial correspondence to:

Patty Braganza, Financial Analyst
City of Las Vegas Finance Department, 6th Floor
400 Stewart Street, Las Vegas
Nevada, 89101-2986.

#

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of payment to University of Nevada (UNLV) in the amount of \$150,000 (Enterprise Fund) for the City's share of matching funds owed for support of an Education Television Station - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$150,000

Funding Source: Enterprise Fund

Dept./Division: Office of Communications/Video Services

PURPOSE/BACKGROUND:

In 1998, the City entered into a new franchise agreement with Cox Communications. Within that agreement, the City pledged to match private sector donations of \$150,000 annually.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Letter from University of Nevada Las Vegas - January 18, 2007
2. Cable Television Agreement between the City of Las Vegas and Cox Communications Las Vegas, Inc. - Section 4 (D)

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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



January 18, 2007

Ms. Gail Seipel
City of Las Vegas
400 East Stewart
Las Vegas, Nevada 89101

Dear Ms. Seipel:

On behalf of the Educational Access Board of Directors and the Educational Access Manager Group that govern and operate Educational Channels 110 and 111, I respectfully request that the City of Las Vegas authorize the release of \$150,000 in funds to the Educational Access Manager Group. These funds are specified in Section 4(D) of the Cable Television Agreement between the City of Las Vegas and Cox Communications, Las Vegas, Inc. as an annual matching grant to the \$150,000 contributed by the Cox Communications, Inc. These funds will be used to operate the educational access channels programmed by the Clark County School District, the University of Nevada, Las Vegas and the Community College of Southern Nevada.

The Board of Directors has agreed that the UNLV Foundation will serve as the temporary repository for Educational Access Funds. Checks should be made payable to the **UNLV Foundation** and mailed to the attention of Dr. Martha Watson, Dean, UNLV College of Urban Affairs, at the following address:

**Dr. Martha Watson, Dean
College of Urban Affairs
University of Nevada, Las Vegas
4505 Maryland Parkway, CDC Building 12
Las Vegas, Nevada 89154-3007**

Sincerely,

A handwritten signature in cursive script, appearing to read "Ardyth Sohn", is written over the typed name.

Dr. Ardyth Sohn
Director
Hank Greenspun School of Journalism and Media Studies
University of Nevada, Las Vegas

cc: Mr. Tom Axtell, KLVX
Ms. Helen Clougherty, CCSN
Ms. Laurie Fruth, UNLV

Hank Greenspun School of Journalism and Media Studies
4505 S. Maryland Parkway • Box 455007
Las Vegas, Nevada 89154-5007
Main (702) 895-2028 • Fax (702) 895-5189

**CABLE TELEVISION AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND COX COMMUNICATIONS LAS VEGAS, INC.**

CABLE TELEVISION AGREEMENT
CITY OF LAS VEGAS

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**CABLE TELEVISION AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND COX COMMUNICATIONS LAS VEGAS, INC.**

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Las Vegas ("Franchising Authority"), and Cox Communications Las Vegas, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, whose principal place of business is located at 121 S. Martin Luther King Blvd., Las Vegas, Nevada ("Company"). In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Definitions

Except as otherwise provided herein, the definitions and word usage set forth in the Cable Ordinance are incorporated herein and shall apply in this Agreement. In addition, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

(a) *Access Channel*: Any Channel on a Cable System designated by a Cable Company for educational, or governmental use.

(b) *Affiliate*: Any person who owns or controls, is owned or controlled by, or is under common ownership or control with an entity.

(c) *Agreement*: This contract and any amendments, exhibits or appendixes hereto.

(d) *Basic Service*: any Cable Service tier which includes the retransmission of local television broadcast signals.

(e) *Cable Act*: Title VI of the Communications Act of 1934, as amended, 47 U.S.C. §§ 521 *et seq.*

(f) *Cable Company*: A natural person, partnership, domestic or foreign corporation, association, joint venture, or organization of any kind that has been granted a franchise by the Franchising Authority.

(g) *Cable Ordinance*: Any provision of Title 6 of the Las Vegas Municipal Code, as it may be amended from time to time, which pertain to cable television regulation.

(h) **Cable Service:** (1) the one-way transmission to subscribers of video programming or other programming service; and (2) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(i) **Cable System or System:** A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable television service which includes video programming and which is provided to multiple subscribers within the Franchising Authority, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with 47 U.S.C. § 573; or (5) any facilities of any electric utility used solely for operating its electric utility system. A reference to a Cable System refers to any part thereof, including, without limitation, converters. The foregoing definition of "Cable System" shall not be deemed to circumscribe or limit the valid authority of the Franchising Authority to regulate or franchise the activities of any other communications system or provider of communications services to the full extent permitted by law. This Franchise Agreement shall be presumed to authorize use of the Public Rights-of-Way solely for the provision of Cable Service, if it does not otherwise define the services a Cable Company is authorized to use the Public Rights-of-Way to provide, provided, however, that the Company shall have all rights granted by state and federal law as to use of the Public Rights-of-Way.

(j) **Cable Television Franchise or Cable Franchise:** the cable television service area franchise granted pursuant to this Agreement.

(k) **Channel:** A six Megahertz (MHz) frequency band, which is capable of carrying either one standard video signal, a number of audio, digital or other non-video signals or some combination of such signals.

(l) **Channel Equivalent:** The System capacity required to provide the transmission of a video signal, with accompanying audio, that is in digital format and capable of producing sound and picture of NTSC quality or better, based on the technology then in use in the System.

(m) **Company:** Cox Communications Las Vegas, Inc., a corporation duly organized under the laws of the State of Delaware whose principal place of business is located at 121 S. Martin Luther King Blvd., Las Vegas, Nevada, 89106.

(n) **Control:** actual working control in whatever manner exercised.

(o) **Converter:** An electronic device which may serve as an interface between a System and a Subscriber's television receiver or other terminal equipment, and which may perform a variety of functions, including signal security, descrambling, electronic polling, frequency conversion and channel selection.

(p) **City Council:** The governing body of the Franchising Authority.

(q) **Educational Access Channel or Educational Channel:** Any Channel on a Cable System designated by the Company for educational use.

(r) **Effective Date:** the date upon which the Company accepts this Cable Franchise after it has been approved by the Franchising Authority.

(s) **EG:** Educational and governmental.

(t) **FCC:** The Federal Communications Commission, its designee, or any successor thereto.

(u) **Franchise:** A non-exclusive authorization granted to construct, operate, and maintain a Cable System along the Public Rights-of-Way to provide cable service within all or a specified area of the Franchising Authority. Any such authorization, in whatever form granted, shall not mean or include any other license or permit required for the privilege of transacting and carrying on a business within the Franchising Authority as required by the ordinances and laws of the Franchising Authority, or for attaching devices to poles or other structures, whether owned by the Franchising Authority or a private entity, or for excavating or performing other work in or along Public Rights-of-Way.

(v) **Franchise Agreement:** A contract entered into between the Franchising Authority and a cable company that sets forth the terms and conditions under which a franchise will be granted and exercised.

(w) **Franchise Area:** The entire present territorial limits of the Franchising Authority and any area annexed thereto during the term of the Cable Franchise.

(x) **Franchising Authority:** The City of Las Vegas, Nevada, or, as appropriate in the case of specific provisions of this Agreement, any board, bureau, authority, agency, commission, department of, or any other entity specifically designated by the Franchising Authority to act on behalf of the City of Las Vegas, Nevada, or any officer, official, employee, or agent thereof, or any successor thereto.

(y) **Governmental Access Channel or Governmental Channel:** Any channel on a cable system designated by a cable company for government use.

(2) **Gross Revenues:** Any and all cash, credits, property or other consideration of any kind or nature arising from, attributable to, or in any way derived directly or indirectly by a cable company, its Affiliates, or by any other entity that is a cable operator of the System, from the operation of such cable company's Cable System (including the studios and other facilities associated therewith) to provide Cable Services. Gross Revenues shall be calculated and reported based on generally accepted accounting principles (GAAP). Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for any basic, optional, premium, per-channel, per-program service, or cable programming service; installation, disconnection, reconnection, and change-in-service fees; leased channel fees and any other fees from lease or license of the System for cable services; late fees and administrative fees; revenues from rentals or sales of Converters or other equipment; studio rental, production equipment, and personnel fees for programming carried on the System; advertising revenues; barter; revenues from program guides; revenues from home shopping and bank-at-home channels; and (to the extent permitted by applicable law) revenues from Internet services provided using the cable system. Gross Revenues shall include an allocated portion of any revenue derived by the Company or its affiliates pursuant to any regional, national or international compensation arrangement for any service or activity derived from the operation of the System in the Cable Franchise Area, e.g., advertising. Such an allocation shall be based on the number of Subscribers in the Cable Franchise Area divided by the total number of subscribers relevant to such regional or national arrangements. Gross Revenues shall not include any bad debt, provided, however, that all or any part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected. Gross Revenues shall not include any taxes on services furnished by a cable company which are imposed directly on any Subscriber or user by the state, Franchising Authority, or other governmental unit and which are collected by a cable company on behalf of said governmental unit. A franchise fee is not such a tax. Gross Revenues shall exclude any net amount actually paid by the Company to a programmer for pay or premium channels (i.e., video programming offered on a per channel or per program basis as those terms are applied in federal law).

(aa) **Installation:** The connection of System services to Subscribers' television receivers or other Subscriber-owned or -provided terminal equipment.

(bb) **Leased Access Channel or Commercial Access Channel:** Any Channel on a Cable System designated for use by a person unaffiliated with the Cable Company.

(cc) **Normal Business Hours:** Those hours during which most similar businesses in the community are open to serve customers, including some evening hours at least one night per week and/or some weekend hours.

(dd) **Normal Operating Conditions:** Those service conditions that are within the reasonable control of a Cable Company. Conditions that are not within the reasonable control of a Cable Company include, but are not limited to, natural disasters, civil disturbances, power outages, and telephone network outages. Conditions that are within the reasonable control of a

Cable Company include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of a Cable System.

(ee) *Outage*: A Service Interruption affecting all Subscribers that are served by any single node of the System that facilitates the provision of Cable Service to Subscribers within a discrete area within the Franchise Area.

(ff) *Premium Service*: Any Cable Service offered on a per-channel, per-program or per-view basis.

(gg) *Prior Cable Franchise*: Community Cable TV Franchise Agreement, dated December 5, 1979.

(hh) *Public Rights-of-Way*: The surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds and public places or waters within and belonging to the Franchising Authority, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System.

(ii) *Regional Authority*: The Regional Telecommunications Jurisdictions.

(jj) *RTJ Communities*: The City of Boulder City, Nevada; the City of Henderson, Nevada; the City of Las Vegas, Nevada; the City of North Las Vegas, Nevada; and the County of Clark, Nevada.

(kk) *Security Fund*: A performance bond, letter of credit, or cash deposit, or any or all of these, to the extent applicable.

(ll) *Service Interruption*: Loss of picture or sound on one or more channels, or degradation of picture or sound beyond permissible levels as defined by applicable law, caused by the System.

(mm) *Subscriber*: Any person lawfully receiving any Cable Service provided by the Company by means of or in connection with its Cable System, whether or not a fee is paid for such Cable Service.

(nn) *System Upgrade*: A major improvement or enhancement in the technology or service capabilities made by the Company to its Cable System, as more fully described in Section 3(a)(3) herein.

(oo) *Transfer*

(1) "Transfer" shall mean any transaction in which: (A) any ownership or other right, title, or interest of more than five percent (5%) in a Cable Company or its Cable System is transferred, sold, assigned, leased, sublet, or mortgaged, directly or indirectly, in whole or in part; or (B) there is any change or transfer of control of a Cable Company or Cable System; or (C) the rights and/or obligations held by a Cable Company under its Franchise are transferred, directly or indirectly, to another party; or (D) any change or substitution occurs in the managing general partners of a Cable Company, where applicable; or (E) a Cable Company, or its corporate parents at any level, enter into any transaction that materially increases the debt that is to be borne by the Cable System directly or indirectly, in a manner that will adversely affect Subscribers.

(2) A rebuttable presumption that a Transfer of control has occurred shall arise upon the acquisition or accumulation of five percent (5%) or more of the ownership of an entity by any person or group of persons acting in concert, none of whom already own or control fifty percent (50%) or more of such right or control, singularly or collectively.

(3) The Cable Company is responsible for ensuring that the intent of Section 9 herein is carried out. If for any reason an event occurs that would require the Franchising Authority's approval with respect to the Cable Company under Section 9, whether or not such event is directly or indirectly within the Cable Company's control, such event shall constitute a "Transfer" for purposes of this Agreement and any applicable law.

(pp) *User*: A person or organization using a Channel or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a Subscriber.

2. *Grant of Authority*

(a) *Grant of Cable Franchise*: Subject to the terms and conditions of this Agreement and the Cable Ordinance, the Franchising Authority hereby grants the Company the right to own, construct, operate, maintain, upgrade, and repair a Cable System along the Public Rights-of-Way within the Cable Franchise Area, for the sole purpose of providing Cable Service. This Cable Franchise shall grant no authority for the Company to use the Franchising Authority's Public Rights-of-Way for any purposes other than provision of Cable Service, except to the extent other services may be provided pursuant to applicable state, federal or local law or over an institutional network. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. This Agreement does not confer any rights other than as expressly provided herein or as mandated by federal, state or local law.

(b) *Area Served*: The Cable Franchise is granted for the Cable Franchise Area defined herein.

(c) *Term of Cable Franchise*

(1) This Cable Franchise shall commence on the Effective Date and shall expire ten years after that date, unless the Cable Franchise is earlier revoked or its term shortened as provided herein or in the Cable Ordinance, or is extended for five years pursuant to NRS § 711.190(5).

(2) If the Cable Franchise term is extended for five years pursuant to NRS § 711.190(5), the Company shall have a right to a second five-year extension on the same terms and conditions if it shows that it meets the following criteria:

(A) the Company has substantially complied with the terms and conditions of the Cable Franchise Agreement;

(B) the technology used by the Company in its System at the end of the fifteen-year term is state-of-the-art for communities of comparable size; and

(C) the Company replaces governmental access equipment then in use in the RTJ Communities (i) that was purchased through funds pursuant to such Communities' 1998 Settlement Agreement, or (ii) that replaced such equipment, with equipment meeting such Communities' future cable-related needs and interests, should such equipment require replacement in the reasonable discretion of the Franchising Authority, to the extent consistent with state law.

(d) *Reservation of Authority:* Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority or other public entities to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Rights-of-Way.

(e) *Agreement Subject to Exercise of Police Powers:* All rights and privileges granted herein are subject to the police powers of the Franchising Authority and its rights to make laws and regulations.

(f) *Effect of Acceptance:* By accepting the Cable Franchise and executing this Agreement, the Company:

(1) accepts and agrees to comply with each lawful provision of the Cable Ordinance and this Agreement, and all applicable federal, state, and local laws and regulations, provided that the Company reserves the right to challenge any future exercise of the Franchising Authority's legislative or police powers as unlawful or substantially inconsistent with the Company's rights under this Agreement or the Cable Ordinance;

(2) acknowledges and accepts the Franchising Authority's legal right to grant the Cable Franchise, to enter this Agreement, and to enact and enforce ordinances and regulations in the lawful exercise of its police powers;

(3) agrees that, based on the representation of the Franchising Authority, the Cable Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary, or allege in any claim or proceeding against the Franchising Authority that at the time of acceptance of this Agreement any provision, condition or term of this Agreement, or of the Ordinance language as available to the Company at the time of the acceptance of the Cable Franchise provided such Ordinance is enacted within one hundred twenty (120) days thereafter, was unreasonable or arbitrary, or that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the Franchising Authority had no power or authority to make or enforce any such provision, condition or term.

(g) Claims Related to Prior Cable Franchise

(1) The grant of the Cable Franchise shall have no effect on the Company's duty under the Prior Cable Franchise to indemnify or insure the Franchising Authority against acts and omissions occurring during the period that the Prior Cable Franchise was in effect.

(2) Except as required to carry out the intent of the previous paragraph, as of the effective date of this Agreement, the Prior Cable Franchise is superseded and is of no further force and effect.

(h) No Recourse: The Company shall have no recourse against the Franchising Authority for any monetary loss, cost, expense, claim, liability or damage arising out of any action undertaken or not undertaken by the Company pursuant to the Cable Franchise or this Agreement, whether or not such action or non-action was required by the Cable Franchise or the Agreement, arising out of the enforcement or non-enforcement by the Franchising Authority of any provision or requirement of this Agreement, or otherwise arising out of the Cable Franchise or the Agreement.

3. The System.

(a) The System and Its Operations

(1) **General Obligation.** The Company shall construct, operate, maintain, and upgrade the System as provided in this Agreement. The Company in its sole discretion may determine the allocation of analog and digital capacity on the System, and when to commence offering Cable Service or any other services using the digital capacity of the System, subject to the rights of the Franchising Authority stated in Section 4(b).

(2) **Current System.** The Company is authorized and required to operate its existing System, and to provide service substantially equivalent to its existing service, within the Franchising Authority as of the Effective Date, until such time as the System is upgraded, as provided herein.

(3) **System Upgrade.** Pursuant to the schedule set in Section 3(a)(4), the Company shall complete a System Upgrade providing at least the following capabilities:

(A) The upgraded System shall have a minimum bandwidth of 750 MHz on all active components and at least 1 GHz for all passive components downstream to all Subscribers.

(B) The System shall utilize a fiber-optic wire trunk and distribution design ("fiber-to-the-neighborhood") with an average of 1,200 residences, businesses and other structures served by a fiber node.

(C) There shall be no more than eight active components in a cascade from any node and no more than ten active components in a cascade measured from the headend.

(D) The upgraded System shall provide activated two-way capability throughout the entire System.

(4) **System Upgrade and Construction Schedule.**

(A) The Company shall begin construction of the System Upgrade and construction no later than twelve months after the Effective Date. In order to minimize disruption of the Public Rights-of-Way, the Company shall use its best efforts to complete the System Upgrade by the end of the third quarter of 1999, but shall in any event complete and activate the System Upgrade and construction before January 1, 2000.

(B) The Company's construction plan shall insure that service is extended to low income areas at least as quickly as it is extended to higher income areas.

(5) **Delays in the System Upgrade.** The Company shall not be excused from the timely performance of its obligation to complete any System Upgrade within the times specified herein, unless its failure is due to (i) *force majeure*, or (ii) unreasonable failure or delay by the Franchising Authority to issue any permits or permission upon a timely request submitted by the Company or its contractor representative and tender of any required permit fee. If the Company does not timely perform such obligation, this shall constitute a material violation of this Agreement and the Franchising Authority may either grant the Company an extension of time to complete such construction or implement any enforcement measures specified in this Agreement or the Cable Ordinance.

(b) Service to All Persons

(1) General Obligation. The Company shall, pursuant to the criteria set forth in this Section 3(b), make Cable Service available to all residences, businesses and other structures within the Cable Franchise Area, including multiple dwelling unit buildings, whose owners or occupants request Cable Service.

(2) Line Extension Requirements.

(A) Within the Company's existing service areas as of the Effective Date, the Company must extend its Cable System upon request to provide service to any person or business upon request, except for sites to which the Company cannot legally obtain access, without charging such person or business more than the standard installation charges.

(B) For areas within the Franchising Authority's borders that were not served as of the Effective Date, including areas later annexed by the Franchising Authority and not already served by another cable operator, the Company shall extend its Cable System within a reasonable time (but not to exceed one hundred twenty (120) days) to provide service to any person or business upon request, except for sites to which the Company cannot legally obtain access, at no charge other than any applicable installation fees for the individual subscriber's drop, as long as the following conditions are satisfied:

(i) the new subscriber requesting service is located 300 feet or less from the termination of the Cable System, and

(ii) the number of potential subscribers to be passed by the extension necessary to serve such subscriber is equal to or greater than 35 potential subscribers per mile measured from any point on the system.

(C) In the event that the requirements set forth in Section 3(b)(2)(B) are not met, the Company must offer to extend its cable television system based upon an equitable and reasonable cost-sharing arrangement with affected potential subscribers.

(3) Continuity of Service.

(A) The Company shall make Cable Service available to all Subscribers in the Cable Franchise Area as long as their financial and other obligations to the Company are satisfied.

(B) The Company shall ensure that all Subscribers receive continuous uninterrupted service. At the Franchising Authority's request, the Company shall operate its System for a temporary period (the "Transition Period") following the termination, sale, or

Transfer of its Cable Franchise as necessary to maintain service to Subscribers, and shall cooperate with the Franchising Authority to assure an orderly transition from it to another Company. The Transition Period shall be no longer than the reasonable period required to ensure that Cable Service will be available to Subscribers, and shall not be longer than thirty-six (36) months, unless extended by the Franchising Authority for good cause. During the Transition Period, the Company and the Franchising Authority will continue to be obligated to comply with the terms and conditions of this Agreement and applicable laws and regulations.

(C) If the Company abandons its System during the Cable Franchise term, or fails to operate its System in accordance with the terms of this Agreement during any Transition Period, the Franchising Authority, at its option, may operate the System, designate another entity to operate the System temporarily until the Company restores service under conditions acceptable to the Franchising Authority or until the Cable Franchise is revoked and a new franchisee selected by the Franchising Authority is providing service, or seek an injunction requiring the Company to continue operations. If the Franchising Authority is required to operate or designate another entity to operate the Cable System, the Company shall reimburse the Franchising Authority or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Cable System.

(D) The Franchising Authority shall be entitled to injunctive relief under the preceding paragraph if:

(i) The Company fails to provide Cable Service in accordance with its Cable Franchise over a substantial portion of the Cable Franchise Area for ninety-six (96) consecutive hours, unless the Franchising Authority authorizes a longer interruption of service or the failure is due to *force majeure*; or

(ii) The Company, for any period, willfully and without cause refuses to provide Cable Service in accordance with its Cable Franchise over a substantial portion of the Cable Franchise Area.

(c) *Requirements With Respect to Work on the System*

(1) **General Requirement.** The Company shall comply with all lawful standards and procedures required by the Cable Ordinance or other applicable law.

(2) **Licenses and Permits.** The Company shall obtain all permits, licenses, or other forms of approval or authorization, including but not limited to encroachment permits, necessary to construct, operate, maintain, repair or upgrade the System, or any part thereof, prior to commencement of any such activity.

(d) Interconnection:

(1) The System shall to the best of the Company's ability interconnect all the RTJ Communities served by the Company so that access programming and emergency alerts placed on the System in one such cable franchise area can be shown in other such cable franchise areas, given appropriate agreements among the parties involved.

(2) With respect to systems other than those specified in subsection 3(d)(1), the Company shall design its System so that it may be interconnected for access programming and emergency alerts with other cable systems or similar communications systems in the area. Interconnection of systems may be made by direct cable connection, microwave link, satellite or other appropriate methods.

(3) Upon receiving the directive of the Franchising Authority to interconnect, the Company shall immediately initiate negotiations with the other affected system or systems so that all costs of the interconnection link shall be shared equally.

(4) The Franchising Authority may grant reasonable extensions of time to interconnect or rescind its request to interconnect upon petition by the Company to the Franchising Authority.

(e) Emergency Alert System

(1) Company shall install and thereafter maintain for use by the Franchising Authority an Emergency Alert System consistent with FCC regulations ("EAS").

(2) This EAS shall be capable of remote activation by telephone and shall allow a representative of the Franchising Authority to override the audio and provide a video crawl on all channels on the Company's System that may lawfully be overridden, without the assistance of the Company, for emergency broadcasts from a location designated by the Franchising Authority in the event of a civil emergency or for reasonable tests.

(3) The Franchising Authority will provide a minimum of forty-eight (48) hours' notice to Company prior to any test use of the EAS. Company shall cooperate with the Franchising Authority in any such test.

4. ACCESS CHANNELS.

(a) Channel Capacity

(1) **County Channel.** Upon completion of the System Upgrade, the Company shall make available to all Basic Service Subscribers on the System the County's full-time

analog video government access channel "C4", programmed by Clark County, which shall be carried throughout the system on cable channel 4, except that Boulder City shall maintain its switching capability for this channel..

(2) **Las Vegas Channel.** Upon completion of the System Upgrade, but in any event no later than January 1, 2000, the Company shall make available to all Basic Service Subscribers on the System a full-time analog video government Access Channel to be programmed by the City of Las Vegas, carried on the basic tier and on a channel assignment that is uniform throughout the RTJ Communities.

(3) **Additional Municipal Channel.** Upon completion of the System Upgrade, but in any event as of January 1, 2000, any or all of the RTJ Communities other than Clark County and the City of Las Vegas shall have the right to request activation of one full-time analog video government Access Channel in addition to those specified in Sections 4(a)(1) and 4(a)(2). Upon such request, the Company shall within a reasonable period of time, but not to exceed ninety (90) days, make such additional government Access Channel available to all Subscribers on the System for requesting communities' use. Such an additional government Access Channel shall carry governmental access programming for each such community, as determined by that community. The additional government Access Channel specified in this Section 4(a)(3) shall be carried at the Company's discretion either on the basic tier or on a cable programming service tier.

(4) **Educational Channels.**

(A) Upon completion of the System Upgrade, but in any event no later than January 1, 2000, the Company shall make available to all

Subscribers on the System one full-time analog video educational Access Channel, carried on a channel assignment that is uniform throughout the RTJ Communities.

- (B) In addition to the Channel specified in subsection 4(a)(4)(A), the Access Manager may require the Company to make available one additional educational Access Channel if the Channel specified in subsection 4(a)(4)(A) is fully programmed pursuant to the criteria in Section 4(a)(8)(A). Such additional Channel shall be provided by the Company within 180 days after a written request from the Access Manager, if such criteria are fulfilled.
- (C) Educational Access Channels shall be programmed by a non-profit entity ("Access Manager") selected and directed by a Board ("Educational Access Board"). The Educational Access Board shall have eight members, appointed as follows:
- (i) three members appointed by the Company;
 - (ii) one member appointed by the Clark County School District;
 - (iii) one member appointed by the University of Nevada at Las Vegas;
 - (iv) one member appointed by the Community College of Southern Nevada;
 - (v) two members appointed by the RTJ Communities.

(D) Each year during the Cable Franchise term, the City shall provide an annual matching grant to the Access Manager, equal to the lesser of (i) \$150,000 (in 1998 dollars adjusted for inflation according to the Consumer Price Index, but not to exceed a total of three percent per year) or (ii) the total private-sector contributions to the Access Manager made during the previous year. Such matching grant shall be reduced by the amount of any such matching contributions made by any other RTJ Communities for that year.

(5) **Community Access Channel.** A digital Channel Equivalent shall be reserved for future use by the RTJ Communities. After activation of any digital capacity on the System, in addition to the Channel Equivalents specified in Sections 4(a)(5) and 4(a)(7), the RTJ Communities may require the Company to make available such an additional Channel Equivalent. Such additional Channel Equivalent shall be provided by the Company 180 days after a written request from an RTJ Community.

(6) **Digital Set-Aside.** Upon activation of any digital capacity on the System, the Company shall make available to the RTJ Communities three digital Channel Equivalents, upon request by any RTJ Community. Capacity made available under this section shall be used for non-commercial governmental purposes only. To the extent that transmissions over such capacity are generally available only to persons who are not residential Subscribers, such capacity may be used for video, voice, data, or other content; otherwise, it may be used by the RTJ Communities for transmission of content comparable to content the Company may itself lawfully provide to Subscribers. The Company and the

Franchising Authority shall work together to implement technical solutions that make the most efficient use of such capacity.

(7) **Additional Digital Capacity.** After activation of any digital capacity on the System, in addition to the Channel Equivalents specified in subsection 4(a)(5), any or all of the RTJ Communities may require the Company to make available additional Channel Equivalents if those specified in subsection 4(a)(5) are fully programmed pursuant to the criteria in subsection 4(a)(8)(B), up to a maximum of two additional Channel Equivalents in the aggregate for all RTJ Communities. Such additional Channel Equivalents shall be provided by the Company within 180 days after a written request from an RTJ Community, if such criteria are fulfilled.

(8) **Criteria for Provision of Additional Capacity.** A Channel or Channel Equivalent shall be considered fully programmed under the following conditions.

(A) **Educational Access:** A Channel set aside for educational access programming shall be considered fully programmed when it is programmed with qualified programming at least one hundred twelve hours per week over a consecutive twenty-six (26) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in Section 4(a)(8)(C)(i) are qualified programming only to a maximum of ten percent (10%) of total qualified programming. Alternatively, an Educational Access Channel may be considered fully programmed even if the above criteria are not met if the three

Company members of the Educational Access Board agree that it is fully programmed.

(B) *Governmental Digital Access:* An Access Channel set aside for governmental access programming shall be considered fully programmed when it is programmed with qualified programming at least eighty-four (84) hours per week over a consecutive sixteen (16) week period. All qualified programming shall count in this measurement for the actual running time shown. Repeat programs as defined in Section 4(a)(8)(C)(i) are qualified programming only to a maximum of thirty-five percent (35%) of total qualified programming.

(C) As used in this subsection 4(a)(5):

(i) "repeat program" means the running time of any program only to the extent it is shown more than once during the test hours over the applicable measurement period (e.g., 16 weeks in Section 4(a)(8)(B)), except that a public service announcement less than five minutes in length shall count for only 25% of the total time it runs for purposes of determining the amount of repeat programming, regardless of the number of times it is shown.

(ii) "qualified programming," except as specified more particularly above, includes any material except for "bulletin

board" material where the same text (or video and text) screen is sent simultaneously to all System Subscribers.

(9) The Franchising Authority shall prescribe rules and procedures under which the Company is permitted, in the discretion of the Franchising Authority, to use such channel capacity for the provision of other services if such channel capacity is not being used for the purposes designated.

(10) Channel assignment for an Access Channel, once made, may be changed only if must-carry obligations legally require such a change, and in such a case the Company shall pay all reasonable costs of the change, including reasonable promotional costs, to protect the Channel user's investment in the channel name and brand identification.

(11) Access Channels shall be used solely for non-commercial programming. Use of such Access Channels by Franchising Authority enterprise funds and agencies is not "commercial" solely because the enterprise or agency has more revenues than expenses, or because the activity in which it is engaged is provided on a for-profit basis by private entities in other communities or the Franchising Authority. Nothing prevents the Franchising Authority from authorizing charges to users or viewers to pay for such non-commercial services such as fees for video class instruction or charges to recover the cost of special use equipment, or to the extent such charges may be required by applicable law.

(12) Access Channels must be carried on Channels of technical quality at least equivalent to that of other Channels on the System.

(b) Return Feed From Facilities

(1) The Company shall provide dedicated, bidirectional activated fiber optic links from each of the following sites to the System's fiber ring so that access programming can reach the headend through an all-fiber connection:

- (A) one site specified by each RTJ Community;**
- (B) one additional site for joint use by the RTJ Communities, specified by the RTJ Communities with the consent of the Company, which shall not unreasonably be withheld;**
- (C) at least one site suitable for mounting microwave receiving equipment from mobile unit signals. The signals from this site will be placed on an Access channel, as specified by that Community with the consent of the Company. The Company shall not unreasonably withhold its consent.**
- (D) Upon request by the RTJ Communities and advance payment to the Company of the cost, the Company shall construct any additional return feeds requested by the RTJ Communities on an incremental cost basis.**

(2) The Company shall provide and install all equipment needed to transmit educational and governmental programming from the sites specified in Section 4(b)(1) to Subscribers via the appropriate EG Channels on the System.

(3) The dedicated connection required by Section 4(b)(1) shall be designed and built to include all equipment, including but not limited to laser transmitters, modulators,

and processors, drops and wiring, so that each such center can send signals to the headend on at least two channels initially and up to two additional channels if additional downstream channels are activated for EG use; and so that the facilities can each remotely and without assistance from the Company or access to its headend (i) receive signals from distant locations; (ii) route signals originated at that center or at other locations onto any of the access channels on the regular subscriber network; and (iii) otherwise control the signals to allow for smooth breaks, transitions, insertion of station IDs and other material. Company shall bear the cost of acquiring all equipment necessary to meet this requirement.

(c) *Cable Drops to Certain Facilities:* Upon the request of the Franchising Authority, the Company shall use its best efforts to provide each non-educational facility used by the Franchising Authority with one subscriber drop or demarcation interface. If such a drop is 150 feet or less in length, the Company shall provide it at no cost to the Franchising Authority. To the extent that such a drop exceeds 150 feet in length, the Franchising Authority and Company will each pay half of the actual direct cost of construction of the remaining length of the drop.

(d) *Surveys and Announcements*

(1) Company shall include in a survey of its Subscribers at least once each year a reasonable number of questions from the Franchising Authority regarding subscriber acceptance of access programming. Such a survey may be combined with any other survey conducted by the Company.

(2) Company shall air at least fifteen (15) minutes monthly of public service announcements and promotional spots for Access Channels specified or provided

by the Franchising Authority. Such material shall be shown on non-Access Channels at times and on Channels selected by the Company.

(e) *Editorial Control:* Except as expressly required by federal law, the Company shall not exercise any editorial control over the content of programming on the designated Educational or Governmental Access Channels (except for such programming as the Company may produce and cablecast on such Channels).

(f) *Institutional Network*

(1) Company shall provide transmission capacity, either directly or through a third party, for institutional network use by the Franchising Authority. Such capacity shall be suitable for voice, video, and/or data transmission.

(2) Company shall provide connections for institutional network use to the sites specified in Exhibit B. Company shall provide additional connections to new Franchising Authority sites other than those in Exhibit B if the Franchising Authority notifies the Company of the location of such sites in advance of the construction in that area. To the extent to which the Franchising Authority wishes to provide for additional connections, the Franchising Authority may issue a request for proposals, and Company shall submit a bid in response to the Franchising Authority's request, which the Franchising Authority may accept or reject at its discretion. If the Franchising Authority accepts such a bid, Company shall provide such additional connections accordingly.

(3) Any charges made by Company to the Franchising Authority with regard to the institutional network, including but not limited to charges for transmission capacity, construction, or connection, shall be at the Company's lowest commercial or wholesale

rate, whichever is less. If the Company has no such rate, such charges shall be at the Company's incremental direct cost.

(4) If the Franchising Authority finds that the Company has charged the Franchising Authority more than the lowest commercial or wholesale rate as specified in Section 4(f)(3), the Company shall reimburse the Franchising Authority for any difference between such rate and the rate actually charged over the period during which such overcharge was effective, with interest as specified in Section 7(e).

5. FEES AND CHARGES

The Franchising Authority reserves the right to regulate the rates, fees, charges, deposits and associated terms and conditions for services provided by the Company to the fullest extent permitted by applicable law, and the Franchising Authority may, in connection with any such regulation of rates, establish rules and regulations to the extent permitted by applicable law. In connection with such regulation, the Franchising Authority shall comply with FCC rules and provide the public with an opportunity to comment.

6. CUSTOMER SERVICE

(a) General Provisions

(1) This Section 6 sets forth customer service standards that the Company must satisfy. In addition, the Company shall at all times satisfy any additional or stricter requirements that are mandatory under FCC regulations, or other applicable federal, state, or local law or regulation, as the same may be amended from time to time.

(2) Nothing in this Section in any way relieves the Company of its obligation to comply with other applicable consumer protection laws and its Franchise Agreement.

(b) *Applicability:* The Cable Company shall use its best efforts to comply with the standards specified in this Section 6 at all times. However, the Cable Company shall not be penalized or otherwise sanctioned for violations of these standards occurring up to one year after the Effective Date. This grace period shall not apply to continuing violations to the extent they continue after the one-year grace period.

(c) *Notice to Subscribers*

(1) The Company shall notify subscribers and the Franchising Authority of any pricing changes or additional charges (excluding temporary marketing and sales discounts, or offers) and/or any changes in programming services (including the scrambling or descrambling of channels) through announcements on the system and in writing. Notice of proposed rate changes shall itemize all new rates and the amount of increase or decrease from current rates. Notice of proposed programming changes shall include a description of any new programming services, Channel assignments, hours of programming operation, and any changes to existing Channel positions and programming services affected by such changes. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes, and to the Franchising Authority at least fifteen days prior to such notice to Subscribers, if the change is within the control of the Cable Company. Notice of any such change that is not within the Cable Company's control shall be provided to the Franchising Authority as soon as practicable, and if possible prior to Subscriber notification.

(2) If the Company participates in promotions in which premium channels offering X, NC-17 or R-rated programming are delivered unscrambled or free of charge, it must provide notice to all Subscribers at least thirty (30) days prior to such promotions advising that they can request that the promotional channel be blocked.

(3) The Company shall provide written information to Subscribers on each of the following areas at the time of installation of service, at least annually to all Subscribers, at any time upon request, and at least thirty (30) days prior to making significant changes in the information required by this section. Copies of all such materials provided to Subscribers shall also be provided to the Franchising Authority at least annually.

- (A) products and services offered;
- (B) prices and options for service;
- (C) conditions and restrictions of service, including but not limited to need for equipment and equipment rental requirements;
- (D) service charges, including deposits, installation, late fees, equipment, and repair charges, whether regulated or unregulated;
- (E) installation and maintenance policies, delinquent Subscriber disconnect and reconnect procedures, and any other of its policies applicable to its Subscribers, including, when applicable, information regarding the Subscriber's home wiring rights and information describing ownership of internal wiring during the period service is provided;

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- (F) instructions on how to use the Cable Service and operate any Subscriber terminal equipment;
 - (G) Channel positions of all programming carried on the System;
 - (H) billing and complaint procedures;
 - (I) refund and credit policies;
 - (J) availability of parental control devices;
 - (K) procedures for changes or termination of service and any associated charges;
 - (L) procedures by which the Subscriber will be notified of changes in fees, charges, deposits, or associated terms and conditions for service;
 - (M) Subscriber privacy rights;
 - (N) address and telephone number of the Cable Company's local office to which complaints may be reported;
 - (O) procedures for reporting and resolving service problems;
 - (P) the Cable Company's emergency service telephone number;
 - (Q) a copy of the service contract, if any;
 - (R) notice of the availability of universal remote controls and other compatible equipment (a list of which, specifying brands and models, shall be provided to any Subscriber upon request);
 - (S) information concerning the Franchising Authority's responsibility as franchising authority, including the address and telephone

number of the Franchising Authority's consumer information office regarding cable.

(4) Prior to the beginning of any System Upgrade construction, and periodically during each phase, the Company shall inform the public and its Subscribers about the progress of the upgrade, areas where construction crews will be working and any expected temporary interruptions to existing services which may occur.

(5) In order that Subscribers be fully apprised of the charges they may incur, telephonic communications and all Cable Company promotional materials, announcements, and advertising of residential cable service to Subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms and options and shall quote the rates, fees, and/or charges. In all communications to Subscribers, the Company must use generally accepted terminology. The Company shall take appropriate steps to ensure that price terms are clearly and accurately disclosed to potential customers before an order is accepted.

(6) The Company shall provide the Franchising Authority with a complete schedule of all current programming services, excluding pay-per-view rates and charges and commercial rates, and shall keep this schedule updated during its franchise term.

(7) The Cable Company shall maintain a public file containing all notices provided to Subscribers under these customer service standards. Copies of all such notices, promotional or special offers sent to Subscribers, and of any agreements used with subscribers, shall be filed with the Franchising Authority upon request.

(d) *Employee Identification:* The Company shall provide and require all employees and agents, including employees of subcontractors, who come in contact with the public to wear cable company identification. The identification document shall:

(1) be worn on the outside of said representative's clothing and visible to other persons;

(2) bear the name and a picture of said representative; and

(3) prominently display the Cable Company's name and address.

(e) *Vehicle Identification:* Any of the Company's vehicles, including those of its agents and subcontractors, used for construction, installation, maintenance or removal of its facilities, shall prominently display signage identifying the Cable Company.

(f) *Telephone and Office Availability.*

(1) *Telephone Availability.* The Company's office shall be accessible by all persons within its Cable Franchise Area through a toll-free telephone number twenty-four (24) hours a day, including weekends and holidays.

(2) *Customer Service Representatives.* The Company's customer service operators shall be trained to screen requests and assist in solving problems. Such customer service representatives will identify themselves by at least their first names immediately upon initial contact. A Subscriber shall be transferred to a supervisor upon request, or, if none is available, receive a return call from a supervisor within one working day of request.

(3) *Office.* The Cable Company shall maintain a local business office accessible to the public for the purpose of transacting business, including but not limited

to taking installation and service requests, offering and exchanging equipment, receiving billing and service inquiries and resolving complaints. Excluding legal holidays, the business office shall be open to receive inquiries or complaints from the public as follows:

- (A) during normal business hours on weekdays, with minimum opening and closing times of nine a.m. and five p.m. respectively; and
- (B) for extended hours of at least four hours per week, which may include weekdays after five p.m. and/or weekends, at the discretion of the cable company.

(4) **Normal Business Hours.** During normal business hours and the extended hours specified in Section 6(f)(3)(B), the Company must have telephone lines and adequate staff available to accept or exchange equipment, such as converters, at the option of the cable company either at its office or in the field; to schedule and perform emergency service or emergency technician calls; to accept payments at its office or at a drop box; and to answer Subscriber inquiries.

(5) **Telephone Standards.** Under normal operating conditions, the following standards shall be met by the Company at least ninety (90) percent of the time, measured quarterly:

- (A) Telephone answering time, including wait time, shall not exceed thirty (30) seconds.
- (B) Call transfer time shall not exceed an additional thirty (30) seconds.
- (C) No more than three percent (3%) of incoming customer service callers shall receive a busy signal.

(D) Customer service operators will identify themselves immediately upon initial contact.

(E) When the business office is closed, an answering machine or service capable of receiving and recording service complaints and inquiries shall be employed if the telephone is not answered by a person. Inquiries received after hours must be responded to by a trained representative of the Company on the next business day. To the extent possible, the after-hours answering service shall comply with the same telephone answer time standard set forth in this Section. Any answering service employed by the Company shall provide the cable company on a monthly basis written detailed records of all service calls received, including date, time and nature of call, which shall be made available for inspection by the Franchising Authority upon reasonable notice during normal business hours.

(6) **Emergency Telephone Access.** The Company shall at all times provide emergency telephone lines so that the Franchising Authority and other local governments can contact the Cable Company immediately when necessary (e.g., in the event of an emergency or service interruption). The Company shall notify the Franchising Authority as promptly as possible by any available means whenever there is a total interruption of telephone service which affects the Cable Company's Subscriber service phone lines.

(g) *Response to Complaints and Inquiries*

(1) The Company shall investigate complaints, make every effort to resolve such complaints, and report the results of the investigation to the complainant within five working days of receipt of the complaint.

(2) If a complaint is not resolved to the satisfaction of both the complainant and the Cable Company, the Cable Company shall immediately inform the complainant orally, and follow up in writing, of the complaint procedures and the Franchising Authority's cable consumer information office address and telephone number.

(3) If the Franchising Authority refers a complaint to the Company on behalf of a complainant, the Cable Company shall investigate the complaint and report the results of the investigation in writing to the Franchising Authority and to the complainant within seven working days.

(4) Under normal operating conditions, billing inquiries and requests for service, repair, and maintenance not involving service interruptions must be acknowledged by a trained customer service representative within twenty-four (24) hours, or prior to the end of the next business day, whichever is earlier. The Company shall respond to all other inquiries within five (5) business days of the inquiry or complaint.

(h) *Scheduling and Completing Service.* Under normal operating conditions, each of the following standards shall be met by the Cable Company at least 95% of the time, as measured on a quarterly basis:

(1) Prompt Service.

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- (A) Standard installations (those installations at serviceable addresses that consist of an aerial or underground drop of no more than 150 feet in length running from the nearest feeder cable of the System to the terminal of the Subscriber using exposed wiring inside the Subscriber's premises) shall be completed within seven (7) business days after the order is placed, unless a later appointment date is agreed to by the Subscriber.
- (B) Non-standard installations (those which exceed standard minimum lengths or, in the case of underground drop, which involve unforeseen conditions beyond routine trenching and laying of cable) shall be completed within sixty (60) days after such requests, unless reasonable construction permitting or installation time frames impose a later installation date. The Cable Company shall immediately notify the affected Subscriber of any such installation delays beyond the sixty (60) day requirement.
- (C) The Company shall investigate all service requests and initiate service or repair as soon as practicable but no later than thirty-six (36) hours after the request. The results of such service or repair requests shall be reported to the Subscriber within three working days of the request.
- (D) Repairs and maintenance for service interruptions and other repairs not requiring work within a Subscriber's premises must be

completed within twenty-four (24) hours after the Subscriber reports the problem to the Cable Company or its representative or the interruption or need for repairs otherwise becomes known to the Cable Company.

- (E) Work on all other requests for service must be begun by the next business day after notification of the problem.
- (F) All requests for service, except installation requests, must be completed in the shortest time possible, but in any event within three (3) days from the date of the initial request. The three-day time limit shall not apply if, for reasons beyond the Cable Company's control, the work could not be completed in those time periods even with the exercise of all due diligence. The failure of the Company to hire sufficient staff or to properly train its staff shall not justify its failure to comply with this provision. If the Company fails to complete the work within the specified time period, it shall nonetheless proceed to complete the work as soon as possible. Except as preempted by federal law, no charge shall be made to the subscriber for such service, except for the cost of repairs to the Cable Company's equipment or facilities where it can be documented that the equipment or facility was damaged by a subscriber.

(2) **Service Times.** The Cable Company shall perform service calls, installations, and disconnects at least during normal business hours. Maintenance service capability enabling the prompt location and correction of major system malfunctions shall be available at all times.

(3) **Appointments.** The Company shall schedule installation, maintenance or repair service appointments with subscribers during a designated four-hour block of time agreed to by the subscriber to enter said subscriber's residence or business to install, maintain, repair or adjust equipment or services. Such appointment blocks shall be scheduled either during morning or afternoon hours (*e.g.*, eight a.m. to twelve noon, or one p.m. to five p.m.) or at a time mutually agreed upon by the Subscriber and Cable Company. Where a Subscriber cannot conveniently arrange for a service call or installation during normal business hours, the Company shall also schedule service and installation calls outside normal business hours for the express convenience of the Subscriber.

(4) **Cancellations.** Under normal operating conditions, the Cable Company shall provide a minimum of one day's advance notice of an appointment cancellation and may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. The Company may not cancel an appointment with a Subscriber after the close of business on the business day preceding the appointment, nor may the Cable Company miss a duly scheduled appointment. If the Company's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Cable Company shall contact the

Subscriber, and reschedule the appointment as necessary, at a time which is convenient for the Subscriber. If the Cable Company is unable to keep a scheduled appointment and has not previously provided notice of cancellation to the Subscriber, the Cable Company will make at least two attempts to directly contact and notify the Subscriber during the scheduled appointment block, documenting its efforts to do so. The Cable Company will give the Subscriber notice of its inability to keep the appointment, and of its attempts to contact the Subscriber.

(I) Other Service Requirements

(1) **Technical Adjustments.** At the time of service, Cable Company technicians will provide appropriate technical adjustments (*e.g.*, grounding) necessary for the Subscriber's equipment to receive satisfactory reception, provided the Subscriber's equipment is in good working condition.

(2) **Emergency Maintenance.** The Company shall keep an emergency system maintenance and repair staff, capable of responding to and repairing System malfunctions or interruptions, on a twenty-four (24) hour basis, and shall respond to Service Interruptions twenty-four (24) hours a day, seven (7) days a week under normal operating conditions.

(3) **Maintenance Service Record.** The Company shall keep a maintenance service record which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint, and the time and date thereof. Complete records of the Company's action in response to all complaints shall be made available for

inspection by the Franchising Authority upon reasonable request during Normal Business Hours.

(4) **Cable Company-Owned Equipment.** Except as federal law preempts, no charge shall be made to the Subscriber for repairs or maintenance of Cable Company-owned equipment or facilities, except for the cost of repairs to the Cable Company's equipment or facilities where it can be shown that the equipment or facility was damaged by a Subscriber.

(5) **Mobility-Limited Subscribers.** With regard to mobility-limited Subscribers, upon Subscriber request, the Cable Company shall arrange for pickup and/or replacement of converters or other cable company equipment at the Subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer).

(6) **Private Property Access.** The Cable Company shall provide at least two (2) days' written notice to the affected property owner of the approximate time its employees or representatives plan to enter onto said property owner's external property for the purpose of equipment installation, service, maintenance or repair of the System.

(f) Installations, Connections, and Other Services

(1) **Requests for Installation.** The Company shall fill all installation requests pursuant to the provisions of this Section unless:

- (A) The Cable Company cannot obtain access to the requesting person's premises in accordance with the installation times specified in this Section; or

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- (B) the requesting person has not paid reasonable advance deposits and fees required by the Company; or
 - (C) the requesting person is currently in debt to the Cable Company; or
 - (D) the requesting person has been convicted of theft of cable television service.

(2) **Installations Generally.** The Subscriber's preference as to the point of entry into the residence shall be observed whenever feasible. Runs in building interiors shall be as unobtrusive as possible. The Cable Company shall use due care in the process of installation and shall repair any damage to the Subscriber's property caused by said installation. Such restoration shall be undertaken as soon as possible after the damage is incurred and shall be completed within no more than thirty (30) days after the damage is incurred. All installations will include appropriate technical adjustments in order to receive service, and comply with the provision of any consumer information and literature required by applicable law to instruct the subscriber in the utilization of the service.

(3) **Standard Installations.** Except as federal rate regulations may otherwise require, the Cable Company shall not assess a Subscriber any cost other than a standard installation charge for service drops of one hundred fifty (150) feet or less, for a single outlet, unless the Cable Company demonstrates to the Franchising Authority's satisfaction that extraordinary circumstances justify a higher charge.

(4) **Non-Standard Installations.** Except as applicable law may otherwise require, where a drop exceeds one hundred fifty (150) feet in length, the Company may charge a Subscriber allowable rates for installing the drop beyond one hundred fifty (150)

feet, provided that drop length charged for shall be the difference between the actual length of the installed drop and one hundred fifty (150) feet.

(5) **Location of Drops.** In locations where the Cable Company's System must be underground, drops must be placed underground as well. Except as federal law may otherwise require, in any area where the Company would be entitled to install a drop above-ground, the Cable Company will provide the homeowner the option to have the drop installed underground if requested, but may charge the homeowner the difference between the allowable charge for the above-ground installation and the allowable charge for the underground installation.

(6) **Antennas and Antenna Switches.** The Company shall adhere to FCC regulations regarding antenna switches. The Company shall not, as a condition to providing cable service, require any Subscriber or potential Subscriber to remove any existing antenna structures for the receipt of over-the-air television signals.

(7) **Delinquent Accounts.** The Company shall use its best efforts to collect on delinquent Subscriber accounts before terminating service. In all cases, the Cable Company shall provide the customer with at least ten (10) working days written notice prior to disconnection.

(k) *Service Interruptions*

(1) The Company may intentionally interrupt service on the Cable System only for good cause and for the shortest time possible and, except in emergency situations or to the extent necessary to fix the affected Subscriber's service problems, only after a minimum of forty-eight (48) hours prior notice to subscribers and the Franchising

Authority of the anticipated Service Interruption; provided, however, that planned maintenance that does not require more than four (4) hours' interruption of service and that occurs between the hours of 12:00 midnight and 6:00 a.m. shall not require such notice to subscribers, but shall require notice to the Franchising Authority no less than twenty-four (24) hours prior to the anticipated Service Interruption.

(2) If an unscheduled Service Interruption or outage occurs for a duration of two (2) or more continuous hours to three percent (3%) or more of the Subscribers in the Cable Franchise Area, the Cable Company shall notify the Franchising Authority within two (2) hours of such occurrence, or at the opening of business on the next business day if the interruption occurred outside Normal Business Hours.

(3) The Company shall provide the Franchising Authority with prompt notice of any Service Interruptions of which the Company is aware, including advance notice of any planned Service Interruptions.

(1) Billing

(1) Bills shall be clear, concise, and understandable. Bills must be itemized including, but not limited to, basic and premium service charges and equipment charges as well as charges for any other service packages ordered by the Subscriber. Bills shall clearly delineate all activity during the billing period, including optional charges, rebates, and credits, and permit subscribers readily to determine the cost of each service or equipment item that is part of the total bill. The portion of the bill retained by the Subscriber must include:

(A) payment due date;

- (B) service dates covered by the billing;
- (C) any applicable credits due to the Subscriber, or past due amounts owed by the subscriber;
- (D) itemization of charges for each tier of programming or service package and equipment item charged to the Subscriber;
- (E) late payment fee, if any, and late payment due date;
- (F) address, telephone number and business hours to contact the Cable Company regarding customer service and billing inquiries or disputes;
- (G) the Franchising Authority's cable consumer information office, address and telephone number; and
- (H) if government-imposed fees or taxes are itemized, such fees or taxes.

(2) The Company shall submit to the Franchising Authority on a monthly basis a sample Cable Company subscriber billing for that month itemizing all current charges for services and equipment.

(3) The Company's first billing statement after a new installation or service change shall be prorated as appropriate and shall reflect any security deposit.

(4) The Company's billing statement must show a specific payment due date not earlier than least ten (10) business days from the date the bill is postmarked, unless otherwise agreed to pursuant to a residential rental agreement establishing tenancy. The Company shall not assess a late fee earlier than the due date of the next billing cycle. Any

late fee imposed by the Company that does not exceed \$5.50 in 1998 dollars (adjusted annually for inflation based on the Consumer Price Index) shall be presumed reasonable to recover the costs associated with the delinquent payment. The late fee shall appear on the following month's billing statement. The Company may not charge a late fee unless (a) the Subscriber's bill sets forth when the late fee will be assessed, and (b) the bill sets forth the amount of the late fee.

(5) Subscribers shall not be charged a late fee or otherwise penalized for any failure by the Company, including failure to timely or correctly bill the subscriber, or failure to properly credit the Subscriber for a payment timely made.

(6) The Company must notify the Subscriber that he or she can remit payment in person at the Cable Company's business office and inform the Subscriber of the address of that office.

(m) Deposits, Refunds and Credits.

(1) Under normal operating conditions, if the Company fails, through no fault of the Subscriber or contrary to prior agreement with the Subscriber, to perform installations within the prescribed time lines as defined in Section 6(g), or does not arrive for appointments for installations within the scheduled appointment block pursuant to this section, the Cable Company shall provide free installation to the subscriber, or shall provide a credit of at least ten dollars (\$10) if the requested installation was already free or discounted.

(2) Under Normal Operating Conditions, if the Company fails, through no fault of the Subscriber or contrary to prior agreement with the Subscriber, to perform scheduled

maintenance or repairs, or does not arrive for appointments for maintenance or repairs within the scheduled appointment block pursuant to Section 6(g), the Cable Company shall provide the scheduled maintenance or repair free to the Subscriber, or shall provide a credit of at least twenty dollars (\$20) if the maintenance or repair was already free.

(3) Under Normal Operating Conditions, the Cable Company shall issue an automatic credit to the accounts of all Subscribers within a definable service area, whether or not notified by Subscribers, when there is a Service Interruption affecting all channels, including premium channels and non-premium channels, for four (4) hours or longer in a twenty-four (24) hour period. If there is a Service Interruption on one or more such channels for two (2) hours or longer in a twenty-four (24) hour period, the Cable Company shall issue a credit to accounts of Subscribers who notify the Cable Company of such Service Interruption, whether or not the Subscriber specifically asks for a credit. Such credit shall equal, at a minimum, the value of one-thirtieth (1/30th) of the Subscriber's current monthly bill, excluding pay-per-view and special events. In the event that a pay-per-view channel is affected by a Service Interruption, the Cable Company shall issue full credit to the accounts of all Subscribers who paid in advance for such event(s).

(4) Credits pursuant to this Section 6(m) will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. Refunds and credits pursuant to this section will be issued by the Company within sixty (60) days following the resolution of the event giving rise to the refund and/or credit.

(5) If the Company fails to pay a Subscriber any refunds or credits within sixty (60) days pursuant to this subsection, the Cable Company shall pay interest to the

Subscriber, in addition to the original credit or refund, at the same interest rate applicable to late Franchise Fee payments.

(6) The Cable Company may require reasonable, non-discriminatory, refundable deposits for service or equipment, provided that:

(A) If a Subscriber's account is in good standing with the Cable Company for one year, the Cable Company shall refund to the Subscriber any deposits made by the Subscriber, plus interest at the rate described in Section 7(e).

(B) Upon termination of service for any reason, the Cable Company shall either:

- (i) refund to the Subscriber any unrefunded deposits, plus interest at the rate described in Section 7(e), and the unused portion of any prepaid service charge (if termination is prior to end of a prepaid period), but specifically excluding installation fees; or
- (ii) issue a credit equal to the amount of any refund as defined in Section 6(m)(6)(B)(i), including deposit, interest and unused portion of prepaid service charge, which is owed to the Subscriber, to be applied against amounts owed by the subscriber to the Cable Company. If such credit exceeds the amounts owing, the remainder shall be refunded as indicated in Section 6(m)(6)(B)(i).

(7) Credits stated in dollar amounts in this Section 6(m) are in 1998 dollars and shall be adjusted annually for inflation based on the Consumer Price Index.

(n) Disconnection/Denial of Service.

- (1) A Subscriber may terminate service at any time.
- (2) The Company shall disconnect a Subscriber's service within six working days of a subscriber's request. No period of notice prior to voluntary termination or downgrade of service may be required of Subscribers by the Cable Company. The Company shall cease to charge a Subscriber for Cable Service immediately after receiving a request to discontinue Cable Service. If for any reason a subscriber terminates cable service prior to the end of a prepaid period, the unused portion of any prepaid service fees

shall be refunded to the subscriber within thirty days or by the end of the next billing cycle, whichever is earlier.

(3) No charge may be imposed for any voluntary disconnection or downgrade, except to the extent that federal law specifically provides that the cable company must be permitted so to charge a Subscriber. So long as the subscriber returns, or permits the Cable Company to retrieve, any equipment necessary to receive a service within five (5) business days of the disconnection, no charge may be imposed by any Cable Company for any cable service delivered after the date of the disconnect request.

(4) A Subscriber may be asked, but not required, to disconnect the Company's equipment and return it to the business office.

(5) The Company shall not terminate residential service for non-payment of a delinquent account unless the Cable Company furnishes written notice of the delinquency and impending termination at least fifteen (15) days prior to the proposed termination. The notice shall be mailed to the Subscriber to whom the service is billed and shall be postmarked no earlier than the sixteenth (16th) day after the due date of the unpaid bill. Such notice may be part of a billing statement. Such notice shall be mailed, postage prepaid, to the Subscriber to whom the service is billed, and may be part of a billing statement. The Company shall terminate service only on days when a Subscriber can reach a representative of the Cable Company either in person or by telephone. Service terminated without good cause must be restored without charge for the service restoration. Good cause includes, but is not limited to, failure to pay, payment by check for which there are insufficient funds, theft of service, abuse of cable company equipment,

employees or representatives, or other similar actions. If the Subscriber pays all amounts due, including late charges, before the date scheduled for disconnection, the Cable Company shall not disconnect service. After disconnection, upon payment by the Subscriber in full of all proper fees or charges, including the payment of the reconnection charge, if any, the Cable Company shall promptly reinstate service.

(6) The Company may immediately disconnect a Subscriber if the Subscriber is damaging or destroying the Cable Company's Cable System or equipment. After disconnection, the Cable Company shall restore service after the Subscriber provides adequate assurance that it has ceased the practices that led to disconnection, and paid all proper fees and charges, including any reconnect fees and amounts owed the Cable Company for damage to its Cable System or equipment.

(7) The Company may also disconnect a Subscriber that causes signal leakage in excess of federal limits. The Company may disconnect a Subscriber without notice where signal leakage is detected originating from the Subscriber's premises in excess of federal limits, provided that the Cable Company shall immediately notify the Subscriber of the problem and, once the problem is corrected, reconnect the Subscriber without charge.

(8) The Company shall reconnect service to customers wishing restoration of service, provided such a customer shall first satisfy any previous obligations owed.

(9) The Company shall furnish and maintain services to each person who makes a *bona fide* request to receive any service. Nothing in this Section 6 shall limit the right of the Company to deny service to any household which or individual who has a negative

credit or service history with the Cable Company, which may include nonpayment of bills or theft or damage to the Cable Company's equipment, or who has threatened or assaulted employees of the Cable Company in the course of their employment, provided that in the event service is denied, the Cable Company will give notice to the denied person of the right to contact the appropriate regulatory authority, providing name, address, and phone number of the Franchising Authority.

(10) The Company shall not request more personally identifying information than is necessary to confirm the identity of a Subscriber. The type of information considered to be necessary may vary depending on the individual Subscriber, but the Company may not deny service to a person who fails to provide a Social Security number, although additional deposits may be required. However, the Company may deny service if a person fails to produce any verifiable personally identifying information after being requested to do so.

(o) Changes in Service.

(1) The Company may not alter the service being provided to a class of Subscribers (including by retiering, restructuring or otherwise) without the express permission of each Subscriber, unless it complies with this Section, except to the extent that federal law specifically provides that the Cable Company must be permitted to make such alterations in a manner inconsistent with this Section.

(2) No charge may be made for any service or product that the Subscriber has not affirmatively indicated it wishes to receive. Payment of the regular monthly bill does not in and of itself constitute such an affirmative indication.

(3) The Company shall comply with all applicable law regarding buy-through of tiers.

(p) *Parental Control Option:* Upon the request of a Subscriber, the Company shall make available a device by which the Subscriber can block completely the video and audio signals of a particular cable service. The control option described herein shall be made available to all Subscribers requesting it when any Cable Service is provided, or reasonably soon thereafter.

(q) *Enforcement.*

(1) The Company shall keep such records as are necessary to show compliance with these customer service standards and FCC customer service standards.

(2) Unless this requirement is waived in writing by the Franchising Authority, the Company shall file annually with the Franchising Authority a statement signed by an officer or employee certifying compliance with this Section 6 for each calendar quarter. Each such certification shall be filed with the cable company's annual report. If the Company is unable to certify full compliance for each calendar quarter, it must indicate in its filing each standard with which it is in compliance, and in non-compliance statement.

(3) If the Company is in non-compliance with any standard during any calendar quarter, it shall include in its annual filing a statement specifying areas of non-compliance, the reason for the non-compliance and a remedial plan.

(4) If the Company fails to file a compliance certificate or noncompliance statement as required herein, it shall be liable for the liquidated damages specified herein for violation of customer service standards.

(5) In addition, except as prohibited by federal law, the Company shall be subject to penalties, forfeitures and any other remedies or sanctions available under federal, state or local law if it fails to comply with the standards herein.

(r) *Anticompetitive Acts Prohibited.*

The Company shall not engage in acts that have the purpose or effect of limiting competition for the provision of cable service or services similar to Cable Service in the Franchising Authority, except for such actions as are expressly permitted by federal or state law.

7. FRANCHISE FEE

(a) *Payment to Franchising Authority:* As compensation for the use of the Public Rights-of-Way, the Company shall pay to the Franchising Authority a franchise fee. The franchise fee shall be four percent (4%) of Gross Revenues for the first two years of the Cable Franchise term, and five percent (5%) of Gross Revenues thereafter.

(b) *Intent of Provision:* The parties intend that the franchise fees be paid on all those revenues derived from the operation of the Cable System to provide Cable Service. The provisions of this Agreement, including but not limited to the definition of Gross Revenues, shall be interpreted so as to prevent the Company from avoiding by corporate reorganization or otherwise the payment of Franchise fees that could otherwise lawfully

be collected, and so as to prevent the Franchising Authority from charging Franchise fees twice on the same revenues.

(c) *Franchise Fees - Payment:* All payments of franchise fees shall be made on a quarterly basis, not later than forty-five (45) days after the last day of each March, June, September, and December, and shall be remitted simultaneously with a report setting forth the Gross Revenue for the quarter ending on said last day. Such report shall be certified by the Company's chief financial officer or an independent certified public accountant and shall reflect the total amount of monthly Gross Revenues for the payment period pursuant to generally accepted accounting principles (GAAP) and a breakdown by major revenue categories (such as basic service, cable programming service, premium service, and other such categories as indicated in § 1(z)). The Franchising Authority shall have the right to require further reasonable supporting information.

(d) *Franchise Fee Payments Subject to Audit*

(1) The Franchising Authority shall have the right to inspect, copy and audit all records relevant to the calculation of the franchise fee, regardless of where held, and to recompute any amounts determined to be payable under this Agreement. The Company shall either provide such records at a location within the RTJ Communities, or pay the full cost for the Franchising Authority's auditors to travel to and work at the site where the Company makes such records available.

(2) The Company shall maintain such records for a minimum of 42 months.

(3) Except as specified in Section 7(d)(1), the Franchising Authority's audit expenses shall be borne by the Franchising Authority unless the audit discloses an

underpayment in excess of five percent (5%) of the amount paid, in which case the costs of the audit shall be borne by the Company as a cost incidental to the enforcement of the Cable Franchise. Any additional amounts due to the Franchising Authority as a result of the audit shall be paid within thirty (30) days following written notice to the Company by the Franchising Authority of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the Franchising Authority, such amount shall be subject to an interest charge computed from such date as specified in Section 7(e).

(4) The Company shall maintain its fiscal and financial records and have all relevant fiscal and financial records maintained by others on its behalf in such a manner as to enable the Franchising Authority to determine Gross Revenues.

(e) *Late Payments:* In the event any franchise fee payment or recomputation amount is not made on or before the required date, the Company shall pay interest charges computed from such due date, at an annual rate equal to the commercial prime interest rate of the Franchising Authority's primary depository bank during the period such unpaid amount is owed, as a cost incidental to the enforcement of the Cable Franchise.

(f) *No Limitation on Taxing Authority*

(1) Nothing in this Agreement shall be construed to limit any authority of the Franchising Authority to impose any tax, fee, or assessment of general applicability. By way of illustration and not limitation, to the extent permitted by applicable law, the Franchising Authority may impose a tax, fee, or other assessment on any Person (other than a cable operator) with respect to Cable Service or other communications service

provided by such Person over a Cable System for which charges are assessed to subscribers but not received by the cable operator.

(2) The franchise fee payments required by this section shall be in addition to any and all taxes of a general nature and not applicable solely to cable television operations within the Franchising Authority or other fees or charges which the Company shall be required to pay to the Franchising Authority or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of the Company. The Company shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said Franchising Authority taxes or other fees or charges which the Company is required to pay to the Franchising Authority, except to the extent that applicable law requires the Franchising Authority to permit the Company such a deduction or credit. The Company shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said Franchising Authority taxes or other fees or charges, each of which shall be deemed to be separate and distinct obligations of Company. Nor shall the Company apply or seek to apply all or any part of the amount of any of said taxes or other fees or charges as a deduction or other credit from or against any of its franchise fee obligations, each of which shall be deemed to be separate and distinct obligations of the Company.

8. OVERSIGHT AND REGULATION

The Franchising Authority shall have the right to oversee, regulate, and periodically inspect the construction, operation, maintenance and upgrade of the System, and all parts thereof, to the extent necessary to ensure compliance with the provisions of this Agreement.

9. TRANSFERS

The Cable Franchise shall be a privilege that is in the public trust and personal to Company. The Company's obligations under its Cable Franchise involve personal services whose performance involves personal credit, trust, and confidence in the Company. No Transfer shall occur except as provided in the Cable Ordinance, provided, however, that the Company may transfer the Franchise from Cox Communications Las Vegas, Inc., to another wholly owned Affiliate of Cox Enterprises, Inc., upon thirty days' prior written notice, if (i) such new Affiliate accepts the Franchise under its then current terms and conditions and assume liability for all acts and omissions of its predecessors, and (ii) Cox Communications, Inc., provides a guarantee of such new Affiliate's performance in a form acceptable to the Franchising Authority.

10. PERFORMANCE GUARANTEES AND REMEDIES.

(a) *Remedies Not Exclusive:* The Company agrees that the Franchising Authority shall have the specific rights and remedies set forth in this Section 10. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the Franchising Authority, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement

shall impair any of the rights or remedies of the Franchising Authority under applicable law. The exercise of any such right or remedy by the Franchising Authority shall not release the Company from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by the Company. Neither the creation of a Security Fund, nor the receipt of any damages recovered by the Franchising Authority thereunder, shall be construed to excuse faithful performance by the Company or limit the liability of the Company for damages, either to the full amount of the Security Fund or otherwise.

(b) Liquidated Damages

(1) **Amount of Damages.** Franchising Authority and Company agree that, as of the time of the grant of this Franchise, it is impracticable, if not impossible, to reasonably ascertain the extent of damages which will be incurred by the Franchising Authority as a result of a breach by Company of obligations under this Franchise. Consequently, Franchising Authority may, at its sole option, collect any of the liquidated damages described below for the violations and in the amounts described below. Such damages shall not be a substitute for actual performance by the Company of a financial payment, but shall be in addition to any such actual performance. To maintain that estimate, the parties agree that the liquidated damage amounts are in 1998 dollars and shall be increased each year by the increase in the U.S. City Average of the Consumer Price Index. The Franchising Authority may waive or reduce the liquidated damage amounts herein for good cause.

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- (A) **Construction.** The Franchising Authority may impose liquidated damages of five hundred dollars (\$500) per day for each day that any increment of new construction as required by this Franchise is not timely completed;
- (B) **Technical Standards.** Not more often than once a year, except for retesting, Community may instruct Company to conduct a technical test of a reasonable number of locations to determine compliance with FCC technical standards. If more than ten percent (10%) of the locations tested fail to meet the FCC technical standards, the Franchising Authority may impose liquidated damages in the amount of one hundred dollars (\$100) per day per location not in compliance, plus the Franchising Authority's reasonable costs of enforcement, measured from the date the noncompliance is detected until the day that FCC standards have been satisfied at each and every retested location.
- (C) **Customer Service.** If Company violates, in any material way, any of the customer service standards specified in the Franchise, the Franchising Authority may impose liquidated damages in an amount up to two hundred and fifty dollars (\$250) per violation per day.

(2) **Cure.** In the event that Franchising Authority has reason to believe that Company has failed to comply with any material provision of this Franchise or the Ordinance and therefore desires to impose damages on Company as stipulated above,

Franchising Authority shall notify Company in writing of the provision or provisions which the Franchising Authority believes may be in default as well as a cure period which shall be a reasonable amount of time under the circumstances but in no event less than thirty (30) days ("Cure Period"). Violations that would otherwise be measured on a quarterly basis shall be measured proportionately over any such Cure Period for purposes of determining whether the violation has been cured. Company shall upon receipt of said notice:

- (A) Cure the violation within the Cure Period; or,
 - (B) Respond during the Cure Period to the Franchising Authority or a designee appointed by the Franchising Authority in writing, contesting the Franchising Authority's assertion of violation and providing such information or documentation as may be necessary to support Company's position and/or request an extension of the Cure Period.
- (3) Payment and Appeal.
- (A) In the event Company fails to cure the violation within the applicable Cure Period, or provide an explanation for failure to cure acceptable to Franchising Authority in the Franchising Authority's sole discretion, the Franchising Authority may assess liquidated damages as specified in Section 10(b)(1) and demand the specified amounts from the Company or withdraw them from any Security Fund, subject to Company's right to regain such amounts, with

interest, pursuant to Section 10(b)(3)(C). The Franchising Authority shall give the Company written notice of any such assessment.

- (B) If Company wishes to contest the imposition of liquidated damages pursuant to Section 10(b)(3)(A), Company shall so notify the Franchising Authority in writing within thirty days from the date of the written notice specified in Section 10(b)(3)(A). The Company shall have an opportunity to present its case to the Franchising Authority or its designee and to make a record. Within thirty (30) days after said notice, the Franchising Authority shall issue a written decision determining whether or not liquidated damages should be imposed. Company shall have the right to appeal such written decision to a court of competent jurisdiction within ninety (90) days of the decision.
- (C) If liquidated damages are imposed pursuant to Section 10(b)(3)(A), and a later decision by the Franchising Authority or a court of competent jurisdiction holds that such damages should not have been imposed, then the Franchising Authority shall repay to the Company the damages collected, with interest at the rate specified in Section 7(e).
- (D) Assessment of liquidated damages shall not constitute a waiver by the Franchising Authority of any other right or remedy it may have

under the Cable Franchise or under applicable law including, without limitation, its right to recover from Company such additional damages, losses, costs and expenses, including reasonable attorneys' fees, as may have been suffered or incurred by Franchising Authority by reason of or arising out of such breach of the Franchise. Nothing in this Section 10(b)(3)(D) is intended to waive, modify or otherwise affect Company's rights under the Ordinance, this Franchise, or any applicable law, except for the specific procedures expressly provided herein, including without limitation the right to judicial review of the legal rights and obligations of the parties with respect to each other, the Company's right to challenge the decision of the Franchising Authority under applicable legal standards, and any issue of performance or breach by either party to this Franchise Agreement.

11. MISCELLANEOUS.

(a) *Controlling Authorities:* This Agreement is made with the understanding that its provisions are controlled by and subject to all applicable federal, state, and local laws, ordinances, and regulations.

(b) *Nonexclusive Cable Franchise:* Nothing in this Agreement shall affect the right of the Franchising Authority to grant to any Person a cable franchise, consent, or right to occupy and use the Public Rights-of-Way, or any part thereof, for the construction,

operation, or maintenance of all or any part of a Cable System within the Cable Franchise Area or for any other purpose; provided that any such grant shall comply with the requirements of applicable law.

(c) *No Waiver; Cumulative Remedies:* Neither party shall be excused from complying with any of the terms or conditions of this Agreement because of the failure of the other party upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, or because of any failure on the part of the Franchising Authority or the Company to exercise, or delay in exercising, any right or remedy hereunder, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy.

(d) *Notices:* Unless otherwise expressly stated herein, all notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows. Each party may change its designee by providing written notice to the other party, but each party may only designate one entity to receive notice.

FRANCHISING AUTHORITY:

City of Las Vegas
City Manager's Office
400 East Stewart Avenue, 10th Floor
Las Vegas, NV 89101

With Copy to:

City of Las Vegas
City Attorney's Office
400 East Stewart Avenue, 9th Floor
Las Vegas, NV 89101

With Copy to:

Real Estate Management and Asset Division
314 Las Vegas Boulevard North
Las Vegas, NV 89101
Attn: Manager

COMPANY:

Cox Communications Las Vegas, Inc.
121 S. Martin Luther King Blvd.
Las Vegas, NV 89106
Attn: General Manager

With Copy to:

Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319
Attn: Legal Department

(e) *Delays and Failure Beyond the Control of the Company:* Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement where such delay or failure to perform was due to causes beyond the Company's control, including but not limited to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure by another party, or sabotage ("*force majeure*"). In the event that such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all such steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take reasonable steps to do so in as expeditious a manner as possible.

(f) *Additional Representations and Warranties:* In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere herein, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be

affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

(1) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Nevada and in the Cable Franchise Area.

(2) The Company is in substantial compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the System and has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the System.

(g) *Maintenance of System in Good Working Order:* Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, the Company agrees that it will maintain all of the material properties, assets and equipment of the System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

(h) *Binding Effect:* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

(i) *Severability:* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration

shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the Franchising Authority and shall thereafter be binding on the Company and the Franchising Authority. If the terms of this Agreement are materially altered due to changes in or rulings regarding governing law, then the parties agree to negotiate in good faith to amend this Agreement so as to restore the original intent of the Company and the Franchising Authority and preserve the benefits bargained for by each party.

(j) *No Agency:* The Company shall conduct the work to be performed pursuant to this Agreement as an independent contractor and not as an agent of the Franchising Authority.

(k) *Governing Law:* This Agreement shall be deemed to be executed in City of Las Vegas, Clark County, Nevada and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Nevada, as applicable to contracts entered into and to be performed entirely within that State.

(l) *Claims Under Agreement:* The Franchising Authority and the Company agree that any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States ("Federal Court") located in Nevada or in a court of the State of Nevada of appropriate jurisdiction. To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or

in a Nevada court, service of process may be made on the Company either in person, wherever such Company may be found, or by registered mail addressed to the Company at its office in the Cable Franchise Area as required by this Agreement, or to such other address as the Company may provide to the Franchising Authority in writing. This provision shall not be construed to prevent the Company from seeking relief from the FCC.

(m) *Compliance With Federal and State Laws:* The Company and the Franchising Authority shall comply with all applicable federal, state, and local laws and regulations.

(n) *Time of the Essence:* In determining whether the Company has substantially complied with this Agreement, the parties agree that time is of the essence. As a result, the Company's failure to complete construction, to extend service, to seek approval of Transfers or to provide information in a timely manner may constitute material breaches.

...
...
...

(o) **Captions and References:** The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

AGREED TO THIS 28th DAY OF September 1998.

CITY OF LAS VEGAS

By:

JAN LAVERTY JONES, Mayor

"Franchising Authority"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Jan G. Better 9-4-98
Date

COX COMMUNICATIONS LAS VEGAS, INC.

By:

Name:

James A. Hatcher

Title:

V. P.

"Company"

EXHIBIT A

ACCEPTANCE OF CABLE FRANCHISE BY THE COMPANY

COX COMMUNICATIONS LAS VEGAS, INC. ("Company") hereby accepts the cable franchise to own, construct, operate, maintain, upgrade, and repair a cable television system in the Public Rights-of-Way in the CITY OF LAS VEGAS ("Franchising Authority"). By this acceptance, Company agrees that, as set forth in the cable franchise, it shall be bound by the terms and conditions of the Agreement.

By accepting the cable franchise, the Company further: (1) acknowledges and accepts the Franchising Authority's legal right to issue and enforce the cable franchise; (2) agrees that it will not oppose the Franchising Authority's intervention in any proceeding affecting its Cable System; (3) accepts and agrees to comply with each and every provision of the cable franchise and applicable law; (4) agrees that the cable franchise and granting action shall not be effective until and unless all conditions precedent are satisfied; and (5) based on the Franchising Authority's representation that the cable franchise was granted pursuant to processes and procedures consistent with applicable law, the Company agrees that it will not raise any claim to the contrary.

The Company declares that it has carefully read all of the terms and conditions of the Franchise Documents, and accepts and agrees to abide by same.

Upon the Cable Franchise becoming effective, the Company shall be immediately bound to maintain and operate a Cable System under the terms, conditions and limitations set forth in the Franchise Documents and other applicable law, as of the time and date it files this written acceptance with the Franchising Authority.

AGREED TO THIS 1st DAY OF October, 1996.

COX COMMUNICATIONS LAS VEGAS,
INC.

By: James M. Hester
Its: V.P.

STATE OF NEVADA:

I HEREBY CERTIFY, that on this 1st day of October, 1998, before me, the subscriber, a Notary Public of the State of Nevada, in and for Clark County, Nevada, aforesaid personally appeared James R. Hatcher of Cox Communications LAS VEGAS, Inc. and acknowledged the foregoing Acceptance of Cable Franchise by Company in Clark County, Nevada, to be the act and deed of said company.

Clark County, Nevada

AS WITNESS my hand and Notary Seal

Debra A. Diaz
Notary Public

My Commission Expires: 9-17-2001

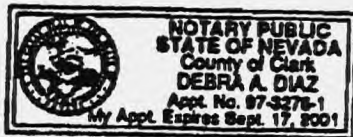


EXHIBIT B

LIST OF INSTITUTIONAL NETWORK SITES

Carlton Square - C-T
3300 Coleman Street

Stocker / C-T
1635 Stocker Street

Leavitt / C-T
3860 Losee Road

Leavitt / W
3860 Losee Road

Cheyenne / W
3901 West Cheyenne Avenue

Cheyenne / C-T
3901 West Cheyenne Avenue

P2A / P
7100 E Carey Avenue

Gowan II / C-T
3210 North Las Vegas Blvd.

Gowan I / C-T
3214 North Las Vegas Blvd.

Camino Al Norte / P
5434 Camino Al Norte Drive

Shadow Creek / C-T
5244 Losee Road

Carlton Square / P
3304 Coleman Street (X 1.11)

Robinson Booster
4201 Cartier Avenue (X 1.11)

Silver Mesa / W
4301 Alexander Road

Central Reservoir / P
80 East Brooks Ave.

Sun Valley / W
3532 Valley Drive

Robinson (Gas)
Tonopah & Smoke Ranch Rd.

North Las Vegas - Sites located in Clark County

P2/P
4600 East Carey Avenue

Gowan II/W
3210 North Las Vegas Blvd.

P2B / P
7220 E Carey Avenue

Sunrise Reservoir
7390 E. Carey

Gower #1 Well
3214 Las Vegas Blvd.

P2 / P (Gas)
Carey & Dolly

Elstner Estates / C-T
5311 West Gowan Road
Elstner Estates II / W
5200 W Gowan Road

Deer Springs / W
4700 Deer Springs Way

CLARK COUNTY FACILITY LIST

FACILITY NAME & ADDRESS:

CC Fire Department

County Courthouse

625 Shadow Lane

McCarran Airport

Gus Gufray

NLV Airport

City Hall

Casino Jail

310 S. 3rd Street

309 S. 3rd Street

301 E. Clark, RTC

Social Service

500 Grand Central Pkwy.

Water District

3401 Bonanza/Family Youth

5857 E. Flamingo

5853 E. Flamingo

200 S. Third St. - Data Center

CITY OF HENDERSON FACILITY LIST

FACILITY NAME & ADDRESS:

Galleria
1300 W. Sunset

GV Town Ctr CPC
4410 E. Sunset

PD
6330 Eastern

PD - CPC
1951 Silver Spgs.

Black Mtn. Rec.
599 GreenWay

William Robert Hampton Animal Control Facility
390 W. Athens Ave.

PD - CPC
1100 Center St.

City Shop & Street Maintenance
486 Gibson Rd.

Parks Maintenance Yard & Nursery (VanWag Shop)
405 Van Wagenen St.

Fire Station 93
100 Burkholder Blvd.

Fire Station 95
2300 Pebble Rd.

Fire Station 91
600 College Dr.

Fire Station 94
400 Valle Verde Dr.

Paul R. Ruth Fire Training Center & Fire Station 92
401 Gibson Rd.

Fire Station 92
401 Parkson

Green Valley Neighborhood Office - Utility Payments
2600 N. Green Valley Pkwy.

Wastewater Treatment Plant
2400 Moser St.

City Hall Complex
240 Water Street

Robert A. Swadell Justice Facility
243 Water St.

Emergency Services Bldg.
223 Lead St.

Convention Center
200 Water St.

Custodial & Bldg. Maintenance
134 Atlantic Ave.

Parks Maintenance Yard
315 E. Merlayne Dr.

Water Treatment Plant
414 Water St.

Water Reclamation Facility
200 Athens Ave.

CITY OF LAS VEGAS FACILITY LIST

401 N. 4th St.
415 N. 7th St.
416 N. 7th St.
419 N. 7th St.
340 N. 11th St.
421 S. 15th St.
420 S. 16th St.
10101 Banbury Cross Dr.
283 E. Bonanza
430 E. Bonanza
450 E. Bonanza Rd.
3100 E. Bonanza
3140 E. Bonanza
3415 E. Bonanza
300 W. Boston
3000 W. Boston Ave
800 S. Brush St.
7200 E. Carey Ave
1971 Carrara Dr.
300 N. Casino Center
500 N. Casino Center
2801 E. Charleston
7331 W. Cheyenne
7701 Ducharme Ave
241 S. Durango Dr.
900 S. Durango Blvd
6200 Elton Ave
202 E. Fremont St.
4794 Harris
1020 Hinson Rd
1901 J St.
1940 J. St.
300 Las Vegas Blvd
314 Las Vegas Blvd. No.
400 Las Vegas Blvd. No.
731 Las Vegas Blvd.
821 Las Vegas Blvd.
821 ½ Las Vegas Blvd.
900 S. Las Vegas Blvd
1500 Las Vegas Blvd. No.
1501 Las Vegas Blvd No.
6841 Lone Mountain
2221 Maverick St.

2480 Maverick
275 N. Mojave
633 N. Mojave Rd.
700 N. Mojave
961 N. Mojave Rd.
914 W. Owens
9151 Pinewood Hills Dr.
4747 N. Rainbow
2900 Ronemus Dr.
2950 Ronemus Dr.
3001 Ronemus Dr
7551 Sauer Dr.
6150 W. Smoke Ranch Rd.
1100 E. St. Louis Ave
400 Stewart St.
405 E. Stewart
2800 Stewart
3300 E. Stewart
190 Upland Blvd
300 S. Torrey Pines Dr.
720 Twin Lakes Dr.
4349 Vegas Dr.
4357 Vegas Dr.
6005 E. Vegas Valley Dr.
749 Veterans Memorial Dr.
2645 W. Washington
2917 W. Washington
3333 W. Washington Ave.
Modem hookup to Reno

NORTH LAS VEGAS FACILITY LIST

FACILITY NAME & ADDRESS:

**Recreation Center
1638 North Bruce Street**

**North Las Vegas Police Department
1301 East Lake Mead Boulevard**

**City Hall
2200 Civic Center Drive**

**Detention Center
2222 Constitution Way**

**North Las Vegas Library
2300 Civic Center Drive**

**North Las Vegas Maintenance And
Operations Division
2829 Fort Sumpter Drive**

**North Las Vegas Streets And Traffic
Division
3120 Losee Road**

**Walker Pool
1604 June Avenue**

**Petitti Pool
2505 Bruce Street**

**City View Golf Course Club House
324 East Brooks Avenue**

**Quality Control / Survey / Streets
50 East Brooks Avenue**

**Parks Building And City View Park
316 East Brooks Avenue**

**Traffic Building
212 East Brooks Avenue**

**City Garage
100 East Brooks Avenue**

**Robinson Well
4201 Perimeter Road**

**Well
3044 California Avenue**

**Allen - Alexander Well
4103 West Alexander Road**

**Valley - Gowan Well
3532 Valley Drive**

**Well
4500 West San Miguel Avenue**

**Desert Aire / C-T
4500 San Miguel Avenue**

**Future Library
Alexander and Martin Luther King, Jr
Boulevard**

**Central Fire Station 51
2626 East Carey Avenue**

**Fire Station 52
2001 East Cheyenne Avenue**

**Fire Station 53
3001 North Martin Luther King, Jr
Boulevard**

**Fire Station 54
5438 Camino Al Norte**

**Proposed Fire Station 55
3905 West Washburn Road**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Purchase and Sale Agreement between the City of Las Vegas and The Trust for Public Land for the purchase of real property consisting of approximately 4.91 acres, APN 140-30-601-001, located in the vicinity of Sandhill Road and Owens Avenue (\$2,570,000 - SNPLMA) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Dept./Division: Field Operations/Real Estate

Amount: \$2,560,000

Funding Source: SNPLMA

PURPOSE/BACKGROUND:

The City is acquiring this land for a future park and trailhead facility. This project will create a much needed recreational facility for local residents and an access point for the local neighborhood and the larger regional community.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Purchase and Sale Agreement
2. Disclosure of Principals
3. Site Map

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is dated as of February 13, 2007 and entered into by and between THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation (hereinafter called "**Seller**") and the CITY OF LAS VEGAS, a municipal corporation duly organized in the state of Nevada (hereinafter called "**Buyer**").

Recitals

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

The Trust for Public Land
Western Regional Office
116 New Montgomery Street
Third Floor
San Francisco, CA 94105
Attn: Carl Somers
Tel: (415) 495-5660
Fax: (415) 495-0541

BUYER:

City of Las Vegas
Real Estate & Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101
Attn: Ms. Robin Yoakum
Tel: (702) 229-1022
Fax: 702.464.2522

Copies of any notice to Seller should also be sent to:

The Trust for Public Land
Western Regional Office
116 New Montgomery Street
Third Floor
San Francisco, CA 94105
Attn: Gilman Miller
Tel: (415) 495-5660
Fax: (415) 495-0541

Copies of any notice to Buyer should also be sent to:

City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101
Attn: City Attorney
Tel: (702) 229-6629
Fax: (702) 386-1749

B. Seller has entered or will enter into an agreement (the "**TPL-Landowner Purchase Agreement**") with Mahmood Karimi-Manesh and Carelle L. Karimi-Manesh, individual California residents and husband and wife (together, "**Landowner**"), regarding Seller's desired acquisition of real property owned by said Landowner located in the City of Las Vegas, County of Clark, State of Nevada described as APN 140-30-601-001 described in Exhibit A attached hereto and incorporated herein by this reference. Under the TPL-Landowner Purchase Agreement, Seller has the right, subject to certain conditions, to acquire such real property, together with, to the extent owned by Landowner, all tenements, hereditaments, and appurtenances, including, improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber

rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits in any way related to or accruing to the use and benefit of that real property (collectively, the "**Property**").

C. Buyer wishes to purchase the Property from Seller once Seller has acquired the Property on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale Agreement.** For the consideration hereinafter set forth, but subject to the terms, provisions, covenants and conditions herein contained, and subject to Seller's acquisition of the Property from Landowner, Seller hereby agrees to convey, and Buyer hereby agrees to purchase and acquire, the Property. This Agreement shall be effective on the date that it is signed by both parties hereto (with the Buyer not signing until approved by the Las Vegas City Council for the Buyer) (the "**Effective Date**").

2. **Purchase Price.** The total purchase price (hereinafter called the "**Purchase Price**") to be paid by Buyer to Seller for the Property shall be Two Million Five Hundred Seventy Thousand Dollars (\$2,570,000.00) which is equal to the market value of the Property as set forth in that certain appraisal of the Property dated September 15, 2006 and prepared by Bullock & Cheshire Real Estate Valuations and Consulting (the "**Appraisal**"), payable all in cash. The parties note that the Appraisal is being amended to incorporate comments from the review appraiser, and that the Appraisal, if so revised shall constitute the amended and final "Appraisal." Buyer hereby acknowledges and agrees that it has reviewed and approved the Appraisal.

3. **Property Condition.** In addition to reviewing and approving the Appraisal, Buyer has also had the opportunity to review a Phase I Environmental Site Assessment dated January 11, 2007, prepared by Broadbent & Associates, Inc. (the "**Phase I ESA**"). Buyer has reviewed and approved the Phase I ESA.

3.1 Title.

(a) **PTR.** Seller has furnished to Buyer a preliminary title report dated as of January 24, 2007 ("**PTR**") issued by the Chicago Title Company ("**Title Company**") and copies of all documents referred to as exceptions to title in the PTR. Buyer hereby acknowledges and agrees that it has reviewed and approved the PTR. So long as no new exceptions to title are reflected in this updated or supplemental PTR, then Buyer agrees that it shall have no objections to the updated or supplemental PTR and will not terminate this Agreement pursuant to the provisions of Section 3.4.

(b) **Monetary Liens.** In any event and notwithstanding anything to the contrary herein, Seller shall provide that all monetary liens and encumbrances (except any statutory liens for nondelinquent real property taxes) are removed from title on or prior to the Close of Escrow.

3.2 **Property Information.** Except for the Appraisal (which Buyer ordered), the Phase I ESA (which Seller ordered) and the PTR (which Seller ordered) (collectively, the "**Property Documents**"), Seller does not have any additional information about the Property and has not obtained any additional information from the Landowner with respect to the Property. Seller makes no representation or warranties of any kind whatsoever to Buyer as to

the accuracy or completeness of the content of any documents or other information delivered to Buyer pursuant to this Agreement, including, without limitation, the accuracy or completeness of the content of the Property Documents.

3.3 Property Inspection. Buyer shall not contact Landowner regarding Buyer's acquisition of the Property or in connection with its inspection of the Property pursuant to this Section 3.3. Notwithstanding anything to the contrary herein, Buyer's rights of inspection hereunder shall be subject to Seller's rights under the TPL-Landowner Purchase Agreement. From the Effective Date to the earlier of the Close of Escrow or the termination of this Agreement, Buyer shall have the right to physically inspect on a non-intrusive basis, and to the extent Buyer desires, to cause one or more representatives, agents, employees or contractors of Buyer (collectively, "**Representatives**") to physically inspect on a non-intrusive basis, the Property without interfering with Landowner's operation of the Property. Such inspections must occur during normal business hours at times mutually acceptable to Buyer, Landowner and Seller. Prior to entering onto the Property, Buyer, through its designated representative, shall provide verbal notice to Seller by notifying Seller by telephone or in person, at least ninety-six (96) hours prior to entry. Buyer shall make all inspections in good faith and with due diligence. Seller shall cooperate with Buyer in all reasonable respects in making such inspections (but without any obligation to incur expenses).

3.4 Changes in Condition. The time period from the Effective Date to the Close of Escrow shall be referred to as the "**Term**".

(a) Seller's Notice. Any (a) new exceptions to title which appear on any supplemental title report issued by the Title Company during the Term ("**Supplemental PTR**"); (b) receipt by Seller of actual notice during the Term of damage or destruction to the Property or any portion thereof which occurs during the Term; (c) receipt by Seller of actual notice during the Term of (i) any potential eminent domain proceedings affecting all or a portion of the Property, (ii) the commencement of such proceedings during the Term, or a (iii) a taking during the Term of all or a portion of the Property by eminent domain; or (d) receipt by Seller of information or change of circumstance which would make Seller's representations and warranties in Section 7 untrue as of the Closing Date shall each be referred to herein as a "**Change in Condition**". Seller shall notify Buyer of a Change in Condition promptly after Seller is aware of such Change in Condition.

(b) Buyer's Options. If a material Change in Condition occurs which would prevent Buyer from using the Property for its intended use which or which materially affects the value of the Property, Buyer shall have the right, at its option, as set forth in written notice delivered to Seller by the earlier of the end of the Term or ten (10) business days after Seller notifies Buyer of the Change in Condition, to either (i) terminate this Agreement and neither party shall have any further liability or obligation to the other except for Buyer's obligations which are expressly intended to survive; or (ii) proceed with the purchase of the Property, and accept the Property without remedy for the Change in Condition, without any monetary credit, and without a reduction in the Purchase Price (except as set forth in this paragraph). If Buyer does not deliver any notice to Seller with such ten (10) business day period, Buyer shall be deemed to have elected option (ii). In the case of an insured casualty, if Buyer does not terminate this Agreement and agrees to accept the Property, all proceeds of any insurance payable to Seller by reason of such Change in Condition shall be paid or assigned to Buyer. In the case of a condemnation/eminent domain proceeding, if Buyer does not terminate the Agreement, the Purchase Price shall be reduced by the total of any awards or other proceeds received or to be received by Seller as a result of such proceedings or Buyer shall proceed to

close with an assignment by Seller of all Seller's right, title and interest in and to all such awards and proceeds.

4. **Escrow and Closing.**

4.1 **Escrow Holder.** The parties will open an escrow with Chicago Title Company, (the "**Escrow Holder**"), located at 388 Market Street, Suite 1300, San Francisco, CA 94111, Telephone (415-291-5151) for the purpose of consummating the purchase and sale of the Property in accordance with the terms hereof. Escrow shall close no later than March 30, 2007 (the "**Closing Date**"). The closing of the transaction shall be carried out pursuant to this Section 4. Consummation of the transaction pursuant to this Section 4 shall be referred to as the "**Close of Escrow**".

4.2 **Documents.**

(a) **Seller's Documents.** At least one (1) business day prior to the Closing Date, Seller shall deposit into Escrow:

(1) one (1) original duly executed, acknowledged and dated grant deed in a form suitable for recordation, conveying to Buyer fee simple title to the Property ("**Grant Deed**"), which shall be recorded in the Official Records of Clark County, Nevada at the Close of Escrow, in substantially the form attached hereto as Exhibit B;

(2) one (1) original of an affidavit from Seller which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended duly executed by Seller in substantially the same form as set forth in attached Exhibit C;

(3) one (1) counterpart signature on the joint escrow instructions between Buyer and Seller, which will be prepared consistent with the terms of this Agreement; and

(4) such other instruments and documents as may be reasonably requested by Escrow Holder relating to Seller, to the Property and as otherwise required to transfer the Property to Buyer pursuant to the terms and conditions of this Agreement.

(b) **Buyer's Documents.** At least one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow:

(1) one (1) counterpart signature on the joint escrow instructions between Buyer and Seller, which will be prepared consistent with the terms of this Agreement; and

(2) such other instruments and documents as may be reasonably requested by Escrow Holder as otherwise required to transfer the Property to Buyer pursuant to the terms and conditions of this Agreement.

4.3 **Funds.** At least one (1) business day prior to the Closing Date, Buyer shall deposit (or cause the acquisition funding sources to deposit) into Escrow by wire transfer in an amount which shall equal the Purchase Price plus/minus any additional amounts necessary to cover costs, credits and/or prorations under this Agreement. If amounts are sent by check

rather than wire transfer the checks must clear at least one (1) business day prior to the Closing Date.

(a) Prorations.

(1) All real and personal property taxes based on the most recent property tax bills available, bonds, additional taxes, special assessments, rents, issues and profits from the Property, and such other matters as the parties shall instruct Escrow Holder shall be prorated as of the Close of Escrow, or cancelled as of the date of Close of Escrow, if applicable.

(2) Any tax bills received by Buyer after the Close of Escrow relating to a period prior to the Close of Escrow shall be prorated between the parties as if said tax bills had been available as of the Close of Escrow. The provisions of this Section 4.3(a)(2) shall survive the Close of Escrow.

(b) Closing Costs. Buyer shall pay the following closing costs: (i) the escrow fee; (ii) all documentary tax, sales tax, or real property transfer tax, if applicable; and (iii) the premium for the Title Policy (defined in Section 4.5 below). All other fees and charges will be allocated according to custom of Clark County, Nevada, the county in which the Property is located. Each party shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

4.4 Possession. Seller shall deliver possession of the Property to Buyer as of the Close of Escrow.

4.5 Title Insurance Policy. Title to the Property shall be insured effective as of Close of Escrow by a CLTA owner's policy of title insurance (the "**Title Policy**") issued by the Title Company with liability in the amount of the Purchase Price, insuring title to the Property to be vested in Buyer, subject only to current real estate taxes and assessments not delinquent, if applicable. Buyer agrees that its only remedy arising by reason of any defect in title shall be against the Title Company.

4.6 Conditions to Closing. If any condition precedent set forth in this Section 4.6 is not satisfied or waived by the party for whose primary benefit it exists upon the Close of Escrow, in addition to any rights and remedies of the parties set forth herein, said benefited party may terminate this Agreement by written notice to the other party and the parties shall have no further obligation to each other under this Agreement except for Buyer's obligations which are expressly intended to survive.

(a) Buyer's conditions.

(1) All instruments described in Section 4.2(a) have been delivered to the Escrow Holder;

(2) Title Company is in a position and is prepared to issue to Buyer the Title Policy;

(3) All representations and warranties made by Seller in Section 6 below shall be true and correct in all material respects as of the Closing Date; and

(4) Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by Seller prior to, or as of, the Closing Date.

(b) Seller's conditions.

(1) All instruments described in Section 4.2(b) have been delivered to the Escrow Holder;

(2) All funds described in Section 4.3 have been delivered to the Escrow Holder;

(3) All representations and warranties made by Buyer in Section 7 below shall be true and correct in all material respects as of the Closing Date; and

(4) Buyer shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by Buyer prior to, or as of, the Closing Date;

(5) Seller shall have acquired the Property, which is subject to the terms and conditions of the TPL-Landowner Purchase Agreement; and

(6) Seller receives approval of the transaction which is the subject of this Agreement by Seller's Board of Directors or Seller's Project Review Committee, which approval is subject to said Board's or Committee's sole discretion.

5. Buyer's Covenants.

5.1 No Interference. Buyer shall not interfere with or hinder the operation of the Property prior to the delivery of possession thereof to Buyer at the Close of Escrow.

5.2 Adequacy of Buyer's Inspection. Buyer agrees that it shall have had adequate access to the Property and shall have had the opportunity to conduct any and all inspections of the Property to its full and complete satisfaction, and if Buyer acquires the Property from Seller, Buyer acknowledges that it will be purchasing the Property with full knowledge of any and all conditions of the Property. Buyer acknowledges that it is fully capable of evaluating the Property's suitability for Buyer's intended use. Buyer agrees that (i) Buyer shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the Property); (ii) Buyer is relying solely upon such inspections, examination, and evaluation of the Property by Buyer in purchasing the Property.

5.3 AS-IS. The Property is being sold and conveyed hereunder and Buyer agrees to accept the Property "AS IS," "WHERE IS" and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by Seller except as expressly set forth in Section 6 hereof.

Buyer acknowledges and agrees that, other than the representations and warranties set forth in Section 6 hereof, Seller makes no representations or warranties, express or implied, as to the Property, the Property Documents, or the transaction contemplated by this Agreement. Buyer acknowledges and agrees that, other than the representations and warranties set forth in Section 6 hereof, no person acting on behalf of Seller is authorized to make (and by the

execution hereof, Buyer hereby agrees that no person has made) any representation, agreement, statement, warranty, guaranty or promise regarding the Property, the Property Documents or the transaction contemplated herein, and no representation, warranty, agreement, statement, guaranty or promise, if any, made by any person acting on behalf of Seller which is not contained in Section 6 below shall be valid or binding upon Seller. Buyer hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties or covenants (other than the representation and warranties set forth in Section 6 hereof), whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by Seller. Buyer hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.

5.4 RELEASE. UPON THE CLOSE OF ESCROW, OTHER THAN WITH RESPECT TO A BREACH OF AN EXPRESS REPRESENTATION OF SELLER AS SET FORTH IN SECTION 6 HEREOF, BUYER HEREBY AGREES TO ASSUME ALL RISKS AND LIABILITIES RELATED TO THE PROPERTY (INCLUDING AS RELATED TO THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE OR ZONING) WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY AND AT ANY TIME RELATE TO OR ARISE FROM THE PROPERTY (INCLUDING AS RELATED TO THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE OR ZONING). EXCEPT FOR A BREACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6, BUYER HEREBY WAIVES AND RELEASES SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, PRINCIPALS, AGENTS, ATTORNEYS, EMPLOYEES AND SUBSIDIARIES, FROM ANY AND ALL CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, COSTS, EXPENSES, DEMANDS, LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEY FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH IN ANY WAY AND AT ANY TIME RELATE TO OR ARISE FROM THE PROPERTY (INCLUDING THE PHYSICAL/ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ITS VALUE, FITNESS, USE OR ZONING).

Buyer's Initials: AB

5.5 INDEMNITY. UPON THE CLOSE OF ESCROW AND SUBJECT TO THE LIMITATIONS OF NRS CHAPTER 41, BUYER AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, PRINCIPALS, AGENTS, ATTORNEYS AND SUBSIDIARIES HARMLESS FROM ANY AND ALL INJURIES, LOSSES, LIENS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, COSTS, EXPENSES, DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ACTUALLY SUSTAINED BY SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PRINCIPALS, AGENTS, ATTORNEYS, EMPLOYEES OR SUBSIDIARIES WHICH RESULT FROM ANY CLAIM, DEMAND, LIABILITY, LIEN, RIGHT OR CAUSE OF ACTION MADE, INSTITUTED OR BROUGHT AT ANY TIME IN CONNECTION WITH BUYER'S OWNERSHIP OF THE PROPERTY. SELLER SHALL GIVE BUYER PROMPT WRITTEN NOTICE OF ANY SUCH CLAIMS TO WHICH BUYER'S INDEMNIFICATION OBLIGATION APPLIES, AND BUYER THEREAFTER SHALL HAVE 120 CALENDAR DAYS IN WHICH TO PAY, SETTLE OR COMPROMISE SUCH CLAIM OR TO NOTIFY SELLER IN WRITING THAT BUYER ACCEPTS THE TENDER OF SUCH CLAIM, AT NO EXPENSE OR LIABILITY TO SELLER. SELLER

SHALL HAVE THE RIGHT TO PARTICIPATE, AT ITS OWN COST AND EXPENSE, IN THE DEFENSE OF SUCH CLAIM. NO SUCH CLAIM MAY BE SETTLED OR COMPROMISED BY BUYER OR SELLER WITHOUT FIRST OBTAINING WRITTEN APPROVAL OF THE PROPOSED SETTLEMENT OR COMPROMISE FROM BUYER AND SELLER, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED.

NOTWITHSTANDING ANYTHING SET FORTH IN THE INDEMNIFICATION CONTAINED ABOVE, THE INDEMNITY BY BUYER OF SELLER SHALL NOT COVER LIABILITY OF SELLER ARISING PRIOR TO THE CLOSE OF ESCROW.

5.6. Signage. Any project signage erected on the Property shall state that: "The acquisition of this park site was completed with the help of The Trust For Public Land, a non-profit land conservation organization".

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE PROVISIONS SET FORTH IN THIS SECTION 5 SHALL SURVIVE THE CLOSE OF ESCROW.

6. **Seller's Representations and Warranties**. Seller represents to Buyer that:

6.1 Power and Authority. Seller is duly organized and legally existing. Subject to Section 4.6(b)(6), the execution and delivery by Seller of, and Seller's performance under, this Agreement are within Seller's powers and have been duly authorized by all requisite action, and the person executing this Agreement on behalf of Seller has the authority to do so.

6.2 Valid Agreement. Subject to Section 4.6(b)(6), this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

6.3 No Breach. Performance of this Agreement by Seller will not result in a breach of, or constitute any default under any agreement or instrument to which Seller is a party, which breach or default will adversely affect Seller's ability to perform its obligations under this Agreement.

6.4 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

6.5 Bankruptcy. Seller (a) is not in receivership or dissolution; (b) has not made any assignment for the benefit of creditors; (c) has not admitted in writing its inability to pay its debts as they mature; (d) has not been adjudicated a bankrupt; (e) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state, or (f) does not have any such petition described in Subparagraph (e) above filed against Seller.

If Buyer is aware that any of the representations contained in this Section 6 are not true and correct as of the date hereof or at Close of Escrow, Buyer may, at its option, (i) waive such misrepresentations and close this transaction, or (ii) terminate this Agreement by written notice thereof to Seller and to Escrow Holder, in which event the parties shall have no further right or

obligation hereunder except for Buyer's obligations which are expressly intended to survive. Buyer hereby acknowledges and agrees that, upon the Close of Escrow, any claim of Buyer that any representation of Seller herein is not true and correct shall be automatically waived in full by Buyer, provided the information or basis from which any such claim arises is known to Buyer on or prior to the Closing Date.

The representations of Seller set forth in this Section 6 herein shall survive the Close of Escrow for a period of one (1) year. Any claim of Buyer based on an alleged breach or failure of any of Seller's representations of which Buyer had no knowledge as of the Closing Date or any other claim by Buyer against Seller in connection with this transaction shall be made within one (1) year following the Closing Date or shall automatically be null, void and of no force or effect whatsoever and Buyer's remedies for any such claim shall be limited to recovery of actual damages not to exceed One Hundred Thousand Dollars (\$100,000). In the event the Close of Escrow occurs, Buyer hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Agreement to make a claim against Seller for damages that Buyer may incur, or to rescind this Agreement and the transactions contemplated hereby, as the result of any of Seller's representations or warranties being untrue, inaccurate or incorrect if Buyer knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the Close of Escrow and Buyer nevertheless closes hereunder. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

7. **Buyer's Representations and Warranties.** Buyer represents to Seller that:

7.1 **Power and Authority.** Buyer is a duly organized and legally existing municipal corporation in the State of Nevada. The execution and delivery by Buyer of, and Buyer's performance under, this Agreement, are within Buyer's corporate powers and Buyer has the corporate authority to execute and deliver this Agreement.

7.2 **Valid Agreement.** This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

7.3 **No Breach.** Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party, which breach or default will adversely affect Buyer's ability to perform its obligations under this Agreement.

7.4 **No Bankruptcy.** Buyer (a) is not in receivership or dissolution, (b) has not made any assignment for the benefit of creditors, (c) has not admitted in writing its inability to pay its debts as they mature, (d) has not been adjudicated a bankrupt, (e) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (f) does not have any such petition described in (e) filed against Buyer.

Seller hereby acknowledges and agrees that, upon the Close of Escrow, any claim of Seller that any representation of Buyer herein is not true and correct shall be automatically waived in full by Seller, provided the information or basis from which any such claim arises is known to Seller on or prior to the Closing Date.

The representations of Buyer set forth in this Section 7 herein shall survive the Close of Escrow for a period of one (1) year. Any claim of Seller based on an alleged breach or failure of any of Buyer's representations of which Seller had no knowledge as of the Closing Date or any other claim by Seller against Buyer in connection with this transaction shall be made within one (1) year following the Closing Date or shall automatically be null, void and of no force or effect whatsoever and Seller's remedies for any such claim shall be limited to recovery of actual damages not to exceed One Hundred Thousand Dollars (\$100,000.00). In the event the Close of Escrow occurs, Seller hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Agreement to make a claim against Buyer for damages that Seller may incur, or to rescind this Agreement and the transactions contemplated hereby, as the result of any Buyer's representations or warranties being untrue, inaccurate or incorrect if Seller knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the Close of Escrow and the Seller nevertheless closes hereunder. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

8. Remedies.

8.1 Buyer's Remedies. If Seller defaults in the performance of Seller's obligations, promises or agreements under this Agreement, or if Seller breaches any of its representations or warranties hereunder, Buyer, as its sole and exclusive remedy, may terminate this Agreement and pursue Seller for actual damages and Seller shall not be liable to Buyer for any punitive, speculative or consequential damages. Buyer hereby waives and relinquishes all rights of Buyer to (i) bring an action against Seller to quiet title to the Property, or (ii) bring an action for specific performance of this Agreement. Buyer specifically acknowledges that it shall not have any remedy whatsoever against Seller for any default by Seller under this Agreement unless Buyer is in full compliance with all the terms and conditions hereof.

8.2 Seller's Remedies. If Buyer defaults in the performance of any of Buyer's obligations, promises, or agreements under this Agreement or if Buyer breaches any of its representations or warranties hereunder ("Buyer's Default"), Seller shall be entitled to exercise any remedy available to Seller by law or equity, including an action for specific performance and/or an action for damages.

9. Miscellaneous.

9.1 No Broker. Each party represents to the other that it has not used a real estate broker or finder in connection with this Agreement or the transaction contemplated by this Agreement. If any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted shall indemnify and hold the other party harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

9.2 Notices. All notices, requests, demands, approvals, consents or other communications required or permitted by this Agreement shall be addressed as set forth in Recital A, shall be in writing and shall be sent by (a) nationally recognized overnight courier, or (b) facsimile or telecopy and shall be deemed received (i) if delivered by overnight courier, when received as evidenced by a receipt, or (ii) if given by facsimile or telecopy, when sent with

confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or telecopy must also be sent within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. Buyer and Seller hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section. Notice of change of address shall be given by written notice and in the manner detailed in this Section 9.2. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or other communication sent.

9.3 Assignment. Buyer may not assign its rights under this Agreement, and any assignment by Buyer in contravention of this provision shall be void and shall not relieve Buyer of its obligations and liabilities hereunder.

9.4 Attorneys' Fees and Legal Expenses. Should either party hereto institute any action or proceeding in court or through arbitration to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other remedy, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including, without limitation, reasonable attorneys' fees and all court and/or arbitration costs, costs of appeal and disbursements actually and reasonably incurred in connection with said proceeding.

9.5 Section Headings. The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

9.6 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the Property.

9.7 Independent Counsel. Each party to this Agreement has substantial experience with the subject matter of this Agreement and has each fully participated in the negotiation and drafting of this Agreement and has had the opportunity to be advised by counsel of its choice with respect to the subject matter hereof. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

9.8 Applicability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, except as expressly set forth herein.

9.9 Time. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.

9.10 Counterpart Execution; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. This Agreement may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

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

9.12 Records. The parties acknowledge that the Buyer is a government entity subject to the Public Records Law in NRS Chapter 239. All documents including the Appraisal, Purchase Price and information related to this Agreement is subject to the Public Records Law of NRS Chapter 239 unless exempted by statute, court order or government directive. Notwithstanding the foregoing, neither party shall publish the terms of this Agreement except to the extent required pursuant to Public Records Law in NRS Chapter 239 or other applicable law, court order or government directive. The provisions of this Section 9.12 shall survive the Close of Escrow or the earlier termination or expiration of this Agreement.

9.13 Time Calculations. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

9.14 Merger Provision. Except as expressly set forth herein, any and all rights of action of Buyer for any breach by Seller of any representation, warranty or covenant contained in this Agreement shall merge with the Grant Deed and other instruments executed at Close of Escrow, shall terminate at the Close of Escrow and shall not survive the Close of Escrow. All other provisions of this Agreement which are intended by their terms to survive the Close of Escrow or a termination of this Agreement shall survive the Close of Escrow or a termination of this Agreement.

9.15 Further Assurances. Buyer and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated and to do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement.

9.16 Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

9.17 Amendments. This Agreement may be amended only by written agreement signed by both of the parties hereto.

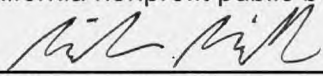
9.18 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

9.19 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement of Purchase and Sale as evidenced by their respective signatures below.

SELLER

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation

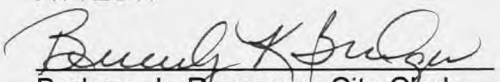
By: 
Gilman Miller, Regional Counsel
Date: February 12, 2007

BUYER

THE CITY OF LAS VEGAS, a Nevada municipal
corporation

By: 
Oscar B. Goodman, Mayor

ATTEST:


~~Barbara Jo Ronemus, City Clerk~~

By: Beverly K. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM:

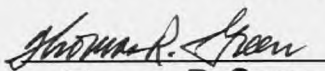
 2/8/07
Thomas R. Green Date

EXHIBIT A

Legal Description of the Real Property

APN: 140-30-601-001

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M. LYING NORTH OF THE NORTH LINE OF THE DRAINAGE CHANNEL AS DESCRIBED IN AN ORDER PERMITTING OCCUPANCY PENDING ENTRY OF JUDGMENT RECORDED SEPTEMBER 27, 1973 IN BOOK 368 OF OFFICIAL RECORDS AS DOCUMENT NO. 327073 AND IN THAT CERTAIN GRANT DEED FROM CARL A. ZABBIA TO THE CITY OF LAS VEGAS, RECORDED JULY 13, 1977 IN BOOK 762 OF OFFICIAL RECORDS AS DOCUMENT NO. 721692.

EXHIBIT B

Form of Grant Deed

Recording Requested By and
When Recorded Mail to:

Attn: _____

MAIL TAX STATEMENTS TO:

Attn: _____

GRANT DEED

Assessor Parcel Number: _____

For valuable consideration, receipt of which is acknowledged, _____
("Grantor"), hereby grants to City of Las Vegas, a municipal corporation in the State of
Nevada("Grantee"), the real property in the City of Las Vegas, County of Clark, State of
Nevada, described in Exhibit A attached hereto and made a part hereof (the "Property").

This conveyance is an AS-IS transaction and is also subject to all other matters
appearing of record or known to Grantee that can be ascertained by an inspection of said
Property and is made without any warranty expressed or implied as to the suitability of said
Property for any purpose.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed.

Dated: _____, 2007.

GRANTOR:

EXHIBIT A
TO
GRANT DEED

LEGAL DESCRIPTION

APN: 140-30-601-001

. THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M. LYING NORTH OF THE NORTH LINE OF THE DRAINAGE CHANNEL AS DESCRIBED IN AN ORDER PERMITTING OCCUPANCY PENDING ENTRY OF JUDGMENT RECORDED SEPTEMBER 27, 1973 IN BOOK 368 OF OFFICIAL RECORDS AS DOCUMENT NO. 327073 AND IN THAT CERTAIN GRANT DEED FROM CARL A. ZABBIA TO THE CITY OF LAS VEGAS, RECORDED JULY 13, 1977 IN BOOK 762 OF OFFICIAL RECORDS AS DOCUMENT NO. 721692.

EXHIBIT C

Form of Non-foreign Affidavit

CERTIFICATION BY ENTITY TRANSFEROR
THAT IS NOT A FOREIGN CORPORATION,
PARTNERSHIP, TRUST OR ESTATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign corporation, partnership, trust or estate. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("**Transferor**"), the undersigned hereby certifies the following, on behalf of Transferor:

a. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

b. The U.S. employer identification number of Transferor is 23-7222333; and

c. Transferor's office address is: 116 New Montgomery Street, 3rd Floor, San Francisco, CA 94105

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct and complete.

Dated: _____, 2007.

TRANSFEROR:

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation

By: _____
Gilman Miller, Regional Counsel

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name The Trust for Public Land
Address 116 New Montgomery Street, 3 rd Floor San Francisco, CA 94105
Telephone (415) 495-4014
EIN or DUNS 23-7222333

Block 2 Description Subject Matter of Contract/Agreement Purchase and Sale Agreement

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☒ Other: Nonprofit 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.	Will Rogers / President	116 New Montgomery Street, 4 th Floor, San Francisco, CA 94105	415.495.4014
2.	Felicia Marcus / Executive VP and Chief Operating Officer	116 New Montgomery Street, 4 th Floor, San Francisco, CA 94105	415.495.4014
3.	Steve Furtado / Senior VP, Chief Financial Officer, and Treasurer	116 New Montgomery Street, 4 th Floor, San Francisco, CA 94105	415.495.4014
4.			
5.			
6.			
7.			
8.			
9.			
10.			

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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: 2.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

L. Friedland

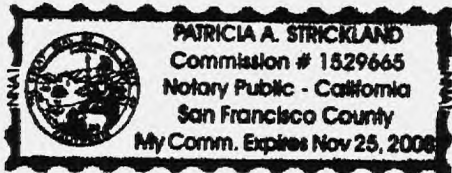
Aaron Friedland, Regional Counsel

2/2/07

Date

Subscribed and sworn to before me this 2nd day of February, 2007

Patricia A. Strickland
Patricia A. Strickland, Notary Public



The Trust for Public Land
Board of Directors

as of January 2007

George P. Denny <u>Chairman</u> (2007)	Halpern, Denny & Company 500 Boylston St., Suite 1880 Boston, MA 02116	(617) 536-6602
Brian M. Beitner (2009)	531 Hawthorn Avenue Boulder, CO 80304	(303) 209-3757
Margaret Twitchell Brown (2009)	222 E. 7 th Avenue #307 Anchorage, AK 99501	(907) 222-1333
Robert E. Carlson (2007)	Paul, Hastings, Janofsky & Walker 515 So. Flower St., 17th Floor Los Angeles, CA 0071	(213) 683-6000
Page Knudsen Cowles (2007)	475 Grand Hill St. Paul, MN 55012	(651) 221-1969
William J. Cronon (2009)	University of Wisconsin-Madison 5103 Mosse Humanities Building 455 North Park Street Madison, WI 53706	(608) 265-6023
Douglas Durst (2007)	The Durst Organization 1155 Avenue of the Americas New York, NY 10036	(212) 789-1132
Douglas P. Ferguson (2008)	Shelter Point, Suite 3250 591 Redwood Highway Mill Valley, CA 94941	(415) 381-5260
James S. Hoyte (2008)	Harvard University Holyoke Center, Room 935 1350 Massachusetts Avenue Cambridge, MA 02138	(617) 495-1548
Elliott P. Laws (2007)	Pillsbury Winthrop Shaw Pittman LLP 2300 N Street NW Washington, DC 20037	(202) 663-8246
Eugene C. Lee (2009)	19214 Willow Lane Sonoma, CA 95476	(707) 996-2461
Michael E. Patterson (2009)	J. P. Morgan, Chase & Co. 270 Park Avenue, 9 th Floor	(212) 270-2067

New York, NY 10017

Claudia A. Polley (2007)	Arts Associates 104 Quincy Place NE Washington, DC 20002-2145	(202) 529-5947
Carla V. Pryne (2009)	1745 NE 103rd Street Seattle, WA 98125	(206) 523-2827
Douglass A. Raff (2008)	Riddell Williams P. S. 1001 Fourth Avenue Plaza Suite 4500 Seattle, WA 98154	(206) 624-3600
Roy Richards, Jr. (2008)	84 Lenwood Boulevard Charleston, SC 29401	(843) 723-2501
Marie Ridder (2008)	1219 Crest Lane McLean, VA 22101	(703) 524-6266
William B. Rogers (ex officio)	Trust for Public Land 116 New Montgomery San Francisco, CA 94105	(415) 495-4014
Martin J. Rosen (2008)	70 Lancaster Avenue Kentfield, CA 94904-1605	(415) 459-4376
James D. Sano (2008)	Geographic Expeditions Thoreau Center for Sustainability 1008 General Kennedy Avenue, 2 nd Floor P.O. Box 29902 San Francisco, CA 94129	(415) 922-0448
r. Jerome Tone <i>First Vice Chairman</i> (2007)	980 Fifth Avenue, Suite 202 San Rafael, CA 94901	(415) 454-0400
Matthew G. Trifiro (2007)	1552 Vusario Lane Eastsound, WA 98245	(360) 376-1489
Martha M. Wyckoff (2009)	1947 Broadway East Seattle, WA 98102	(206) 328-6042

**Terms expire on date of Annual Meeting in the year indicated in parentheses.*

All Directors may be reached at The Trust for Public Land, 116 New Montgomery Street, Fourth Floor, San Francisco, CA, 94105, or at the addresses listed above.



Site Map

Legend

-  Parcels
-  4.91 Acre Site

Facilities Management
Real Estate & Utilities



2/2/07

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

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: \$72,217,106.61

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 01/16-01/31/07

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

City of Las Vegas

Summary of Cash Expenditures

For period of 1/16-1/31/07

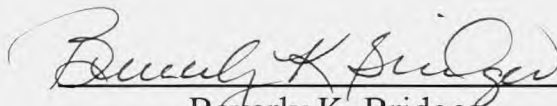
Total Services & Materials Checks :	\$12,183,358.08
Total Services & Materials EFT Payments :	\$2,719,417.12
Total Wire Transfers:	\$50,473,938.74
Total Payroll Checks:	\$6,840,392.67

Grand Total:	\$72,217,106.61
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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.

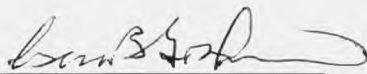


Mark R. Vincent
Director of Finance



Beverly K. Bridges
Acting City Clerk

On FEBRUARY 21, 2007, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a report by the City Treasurer of the January 30, 2007 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 404, 707, 808, 809, and various other districts - Wards 2, 3, 4 and 5 (Wolfson, Reese, Brown and Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

Nevada Revised Statute 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, Director Finance and Business Services

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

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, Finance Director – 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: January 31, 2007

Re: Report of Sale on Delinquent Parcels in SID Districts 404, 707, 808, 809, and various 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 404, 707, 808, 809, and various districts. On January 5, 2007 the first of three weekly publications of the Notice of Sale occurred. Of the 126 parcels publicized, 77 either paid their assessment current or paid it off in full prior to the January 30, 2007 sale; and certificates on 49 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
138-30-215-172	STEVE THORNOCK	3960 E. WYOMING, LAS VEGAS, NV 89104	914.62
138-30-317-044	CECILIA HUBERT AND WILLIAM HUBERT	824 SANTA HELENA AVE, HENDERSON, NV 89002	914.12
138-19-515-060	JAMES L. FRYER OR GLENN P. PALACHUK	8575 GREENBACK LN, ORANGEVALE, CA 95662	1,536.67
138-20-211-011	ORAWAN BAILEY AND JOHN DINES	3472 YELLOW COVE LN, LAS VEGAS, NV 89135	2,286.84
138-20-610-006	SONNY HO	3047 S. DECATUR BLVD, LAS VEGAS, NV 89102	1,335.01
138-20-612-014	GOODALE FAMILY TRUST AND TRUSTEES GLENN GOODALE & SHARON GOODALE	4233 KENSINGTON WAY, LAS VEGAS, NV 89108	1,649.95
138-20-820-011	JOANNA THORNOCK	3960 E. WYOMING, LAS VEGAS, NV 89104	1,087.55

138-21-816-044	ROBERT MCCARTHY	3520 B HAPPY LN, LAS VEGAS, NV 89120	1,715.25
138-30-610-041	KLAUS M. STEINKE	3928 ASPIRATION CT, LAS VEGAS, NV 89147	2,052.89
137-24-715-012	WOODSON PROPERTIES	10016 ROBIN OAKS DR, LAS VEGAS, NV 89117	1,574.61
137-24-716-130	WILLIAM M. STOOKEY	3624 GREEN MEADOW, FULLERTON, CA 92835	2,199.20
137-25-515-006	JOHN MARZ AND MARZ & GRIFFETH INVESTMENTS LLC	6600 AMELIA EARHART #C, LAS VEGAS, NV 89119	1,596.01
137-25-516-023	MARION L. AND/OR ROBERT BELL	8757 CASTLE VIEW AVE, LAS VEGAS, NV 89129	985.83
138-19-413-055	OFELIA PALACHUK	8575 GREENBACK LN, ORANGEVALE, CA 95662	1,660.62
138-21-422-031	LEON AND/OR DELANA FARMER	3905 AUTUMN ST, LAS VEGAS, NV 89120	2,388.52
138-21-715-026	MICHIKO ICHIKAMA	PO BOX 94885, LAS VEGAS, NV 89139	1,480.56
137-24-415-007	MARION L. AND/OR ROBERT BELL	8757 CASTLE VIEW AVE, LAS VEGAS, NV 89129	4,224.89
137-24-417-018	JANE KHUU TRUSTEE AND KIM HO	10326 WOOD PLANK LN, LAS VEGAS, NV 89135	4,551.56
137-25-218-008	DOUGLAS J. & JANICE K. HUMPHREYS	4442 BELLA CASCADE ST, LAS VEGAS, NV 89135	4,884.79
137-25-416-013	DANIEL DELESPINASSE	10346 MINT LEAVES ST, LAS VEGAS, NV 89183	4,212.25
137-26-513-054	STEVE THORNOCK	3960 E. WYOMING, LAS VEGAS, NV 89104	4,071.41
137-26-513-120	CHR REAL ESTATE LLC	2220 WALNUT AVE, LAS VEGAS, NV 89101	4,299.47
137-26-715-045	R. BLONDIN AND P. SOULIENE	2219 PRUD `HOMME #14, MONTREAL QUEBEC, CANADA H4A 3H3	3,712.25
137-26-717-016	STEVE THORNOCK	3960 E. WYOMING, LAS VEGAS, NV 89104	3,740.22
137-36-112-073	WOODSON PROPERTIES	10016 ROBIN OAKS DR, LAS VEGAS, NV 89117	4,017.63
137-36-313-103	DAVID SHIRIT	3540 W. SAHARA #477, LAS VEGAS, NV 89102	3,993.02
137-36-411-185	BARBARA MARZ AND MARZ & GRIFFETH INVESTMENTS LLC	6600 AMELIA EARHART #C, LAS VEGAS, NV 89119	2,217.49
137-36-711-007	SHIRLEY E. OLAYA AND/OR ROBERT Y. OLAYA	33 TALL RUFF DR, LAS VEGAS, NV 89148	9,607.55
137-26-316-020	DERRYK HUNT	2220 SNOWMASS DR, RENO, NV 89511	11,435.28
137-26-720-023	DALILA C ANDERSEN OR WAYNE L PAGE	1614 W. HAMMER LN, NORTH LAS VEGAS, NV 89031	6,719.96
137-27-812-065	THE HOWARD S. FISH AND TRESA D. FISH FAMILY TRUST	360 LAILANI ST, LAS VEGAS, NV 89110	10,684.17
137-34-612-054	LEON & AI VERN PESHEK	4308 VIA ENTRADA, THOUSAND OAKS, CA 91320	7,253.77
137-34-615-053	ROY WASHINGTON AND BRENDA A. WASHINGTON	2509 LOCKERBIE ST, HENDERSON, NV 89044	9,991.05
137-34-615-054	THE POLLOCK TRUST DATED 2-20-1985	2240 PALM VALLEY CT, LAS VEGAS, NV 89134	9,991.05
137-34-616-015	ROY F. STOECKINGER OR GENEVIEVE STOECKINGER JROS	3601 E. WYOMING #403, LAS VEGAS, NV 89104	3,383.66

137-34-711-027	GERALD DEUTSCH PROFIT SHARING PLAN	8888 W. OLYMPIC BLVD #202, BEVERLY HILLS, CA 90211	6,641.37
137-34-719-008	ROY F. STOECKINGER OR GENEVIEVE STOECKINGER JROS	3601 E. WYOMING #403, LAS VEGAS, NV 89104	14,419.32
137-34-816-063	STEVE THORNOCK	3960 E. WYOMING, LAS VEGAS, NV 89104	7,894.49
137-35-114-014	DIANA M. GEORGE	2613 S DURANGO DR #204, LAS VEGAS, NV 89117	7,398.40
137-35-114-031	DOUGLAS J. & JANICE K. HUMPHREYS	4442 BELLA CASCADA ST, LAS VEGAS, NV 89135	7,398.39
137-35-116-041	JOHN MARZ AND MARZ & GRIFFETH INVESTMENTS LLC	6600 AMELIA EARHART #C, LAS VEGAS, NV 89119	7,398.38
137-35-318-043	NAVEEN DADLANI	11413 RANCHO VILLA VERDE PL, LAS VEGAS, NV 89138	8,862.10
137-35-320-037	JOE BRITO	2147 LINDEN TREE ST, LAS VEGAS, NV 89156	11,612.57
137-35-511-016	LINDA A. OWENS AND JONATHAN OWENS JOINTLY	PO BOX 60081, LAS VEGAS, NV 89160	7,582.94
139-35-314-011	WILLIAM AND/OR MARY CIMO	2124 CROOKED PINE DR, LAS VEGAS, NV 89134	601.59
139-35-413-016	ROY F. STOECKINGER OR GENEVIEVE STOECKINGER JROS	3601 E. WYOMING #403, LAS VEGAS, NV 89104	657.60
137-34-814-043	TERESA P. FRYER	8575 GREENBACK LN, ORANGEVALE, CA 95662	3,900.45
138-03-110-023	WILLIAM M. STOOKEY	3624 GREEN MEADOW, FULLERTON, CA 92835	1,090.96
139-29-513-005	BRENDA A WASHINGTON AND ROY WASHINGTON	2509 LOCKERBIE ST, HENDERSON, NV 89044	5,162.03

MRV:IDF:KBD

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to amend the Five Year Capital Improvement Plan (CIP) and allocate \$400,000 (Parks and Leisure Activities Capital Project Fund) in Ward 2 Residential Construction funding to provide for the design of the Pavilion Pool Cover design - Ward 2 (Wolfson)

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Amount: \$400,000

Funding Source: Parks and Leisure Activities CPF

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

Amendment to the Five Year CIP and allocation of funding to the Pavilion Pool Cover project is required to begin the design phase. The current available balance of Ward 2 Residential Construction Tax funding will be appropriated for this purpose.

RECOMMENDATION:

Staff recommends approval to amend the Five Year CIP and appropriate \$400,000 in funding for the Pavilion Pool Cover design.

BACKUP DOCUMENTATION:

Parks & Leisure Activities Capital Project Fund

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

**CITY OF LAS VEGAS
PARKS & LEISURE ACTIVITIES CAPITAL PROJECT FUND
COUNCIL ACTIONS**

Park/Facility	Project to Date Funding as of 12/06/06	City Council Agenda	Total
Alexander Hualapai Park	24,619,916		24,619,916
Artificial Turf Installation	2,001,010		2,001,010
Bonanza Trail	12,850,940		12,850,940
Boulder Plaza Park	1,400,000		1,400,000
Centennial Hills Leisure Center Complex	46,649,456		46,649,456
Centennial Hills Park Ph 3	30,862,416		30,862,416
Centennial Hills Park Prehistoric Riverbed Preservation	3,800,000		3,800,000
Centennial Hills Park Trail	4,400,000		4,400,000
Clark County I-215 Beltway Trail Segment	3,430,000		3,430,000
Cultural Corridor Median Improvements	1,625,000		1,625,000
Cultural Corridor Trails	2,000,000		2,000,000
Doolittle Senior Center Expansion	3,000,000		3,000,000
Doolittle Upgrades	300,005		300,005
Elkhorn/Fort Apache Park (Winding Trails Park)	2,108,930		2,108,930
Entertainment Trail Streetscape	200,000		200,000
Equestrian Park	500,000		500,000
Floyd Lamb Improvements and Restoration	400,000		400,000
Fountain Park Ph II	3,254,519		3,254,519
Freedom Park Renovations	16,000,000		16,000,000
Freedom Park Sports Complex (BLD)	37,136,829		37,136,829
Garside Pool and Bathhouse Replacement	1,000,000		1,000,000
Gilmore/Cliff Shadows Park	696,757		696,757
Gilmore/Cliff Shadows Trailhead	1,500,000		1,500,000
Harmony Park	150,000		150,000
Iron Mountain/Fort Apache Park (Indian Hills Park)	800,000		800,000
Jaycee Park Renovations	9,170,000		9,170,000
La Madre Mountain Trailhead	3,900,000		3,900,000
Las Vegas Arts District Gateways	350,000		350,000
Las Vegas Wash Trail Phase 1	1,920,000		1,920,000
Las Vegas Wash Trail Phase 2	5,000,000		5,000,000
Lone Mountain Trail System Phase 2	2,800,000		2,800,000
Lorenzi Park Renovations with Trailhead	25,930,000		25,930,000
Lorenzi Park Upgrades	580,000		580,000
Lubertha Johnson Restroom & Shade Structure	200,000		200,000
Martin L. King Median Landscaping	230,000		230,000
Molasky Modular Building	355,085		355,085
Multi-Use Trails & Trailheads	4,300,000		4,300,000
Multi-Use Transportation Trails	10,100,000		10,100,000
Neighborhood Park Improvements - RCT	-		-
Neon Boneyard Park	4,941,367		4,941,367
Park Improvements	1,000,000		1,000,000
Pavilion Pool Cover	-	400,000	400,000
Pedestrian Bridge - Cultural Corridor	1,500,000		1,500,000
Pedestrian Bridge - Las Vegas Wash	3,000,000		3,000,000
Pedestrian Bridge - Lone Mountain Trail	3,000,000		3,000,000
Performing Arts Center	5,000,000		5,000,000

Park/Facility	Project to Date Funding as of 12/06/06	City Council Agenda	Total
Polly Gonzales Memorial Park	2,147,000		2,147,000
Post Modern/Core and Shell	11,863,102		11,863,102
Sandhill/Owens Parcel Acquisition	1,500,000		1,500,000
Sandhill/Owens Park & Trailhead Ph 1 (Private Land)	2,400,000		2,400,000
Sandhill/Owens Park & Trailhead Ph 2 (City Land)	1,880,000		1,880,000
Shade Structures	3,000,000		3,000,000
Stewart/First Street Landscaping	2,007,250		2,007,250
Stupak Community Center Demolish and Rebuild	3,200,000		3,200,000
Tenaya Neighborhood Park	2,361,399		2,361,399
Teton Trails Park	4,000,000		4,000,000
Urban Pathways	3,100,000		3,100,000
Vocational Park	-		-
Ward 1 Field Lighting	250,000		250,000
Washington Buffalo Park	40,102,806		40,102,806
	361,773,787	400,000	362,173,787
CIP BID RESERVE	3,358,000		3,358,000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Three Angry Wives Pub, Location: Three Angry Wives Pub/Parking Lot, 8820 West Charleston Boulevard, Suite 105, Date: March 17, 2007, Type: Special Event General, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event Alcoholic Beverage License for Western Prelacy, Armenian Apostolic Church of Las Vegas, Location: Tarkanian Basketball Academy, 2730 South Rancho Drive, Date: March 10, 2007, Type: Special Beer/Wine/Cooler, Event: Dinner - Reception Honoring Visiting Archbishop from Los Angeles, Responsible Person in Charge: Berg Constantine - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a Special Event Alcoholic Beverage License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

NOTE: Under Item 14, COUNCILWOMAN TARKANIAN disclosed that she would be abstaining on Item 21 because her son owns the Academy.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Business Name for a Tavern License, From: Emerald Gardens II, LLC, dba Emerald Gardens, To: Emerald Gardens II, LLC, dba Emerald at Queensridge, 891 South Rampart Boulevard, Renae L. Iunco, Mgr - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Business Name for a Tavern License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Ownership, Change of Location and Change of Business Name for a Package License subject to the provisions of the fire codes and Health Dept. regulations, To: Acosta Enterprises, Inc., dba Rincon Latino #3, 3700 East Charleston Boulevard, Suite 120, Leonardo A. Garcia, Dir, Pres, Treas, 50% and Graciela Garcia, Dir, Secy, 50% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of Change of Ownership, Change of Location and Change of Business Name for a Package License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

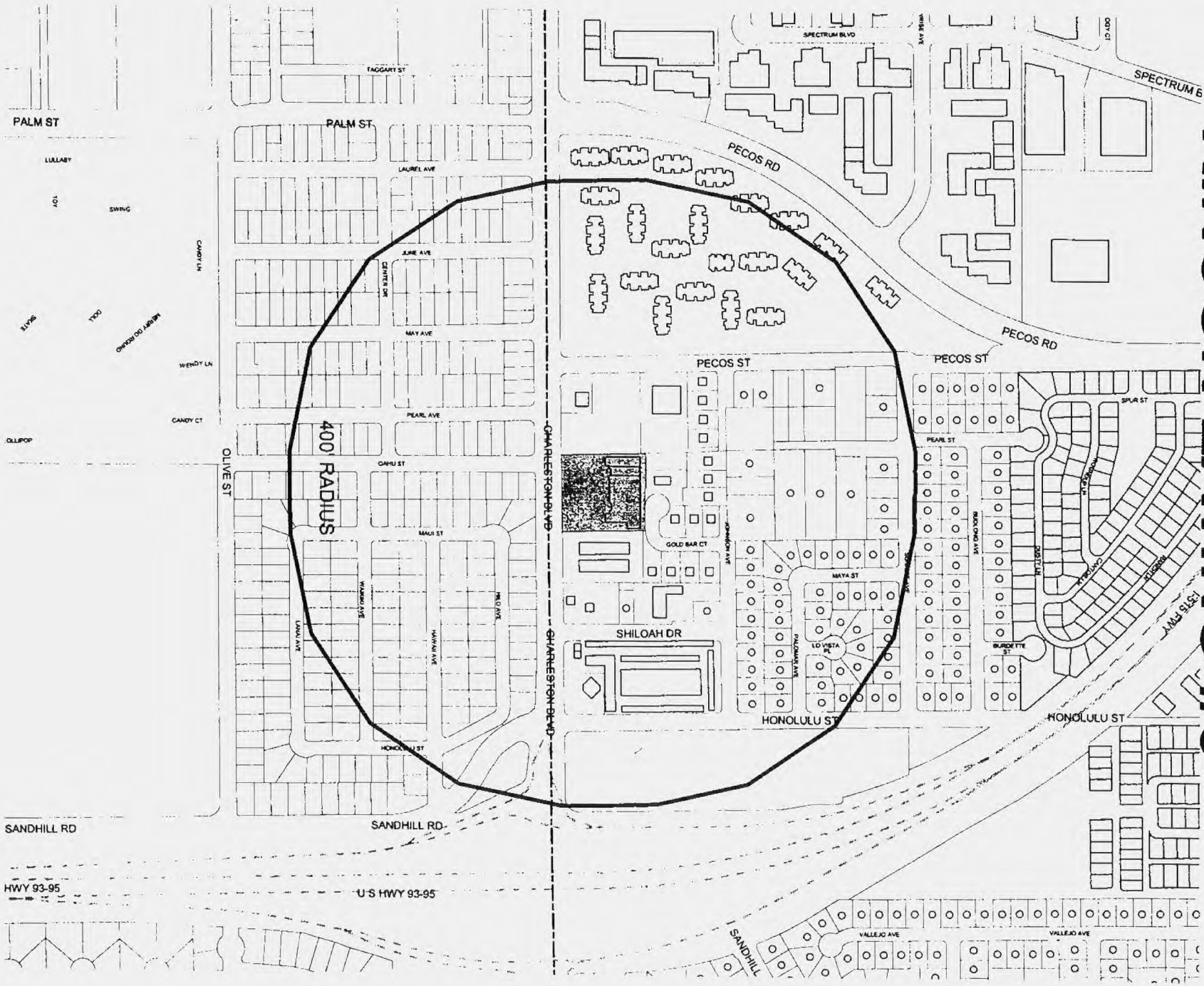
Map

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

RINCON LATINO #3



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Ed's Station, Inc., dba Ed's Decatur AM/PM, 850 North Decatur Boulevard, Ahmad Peyghambarian, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 7 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

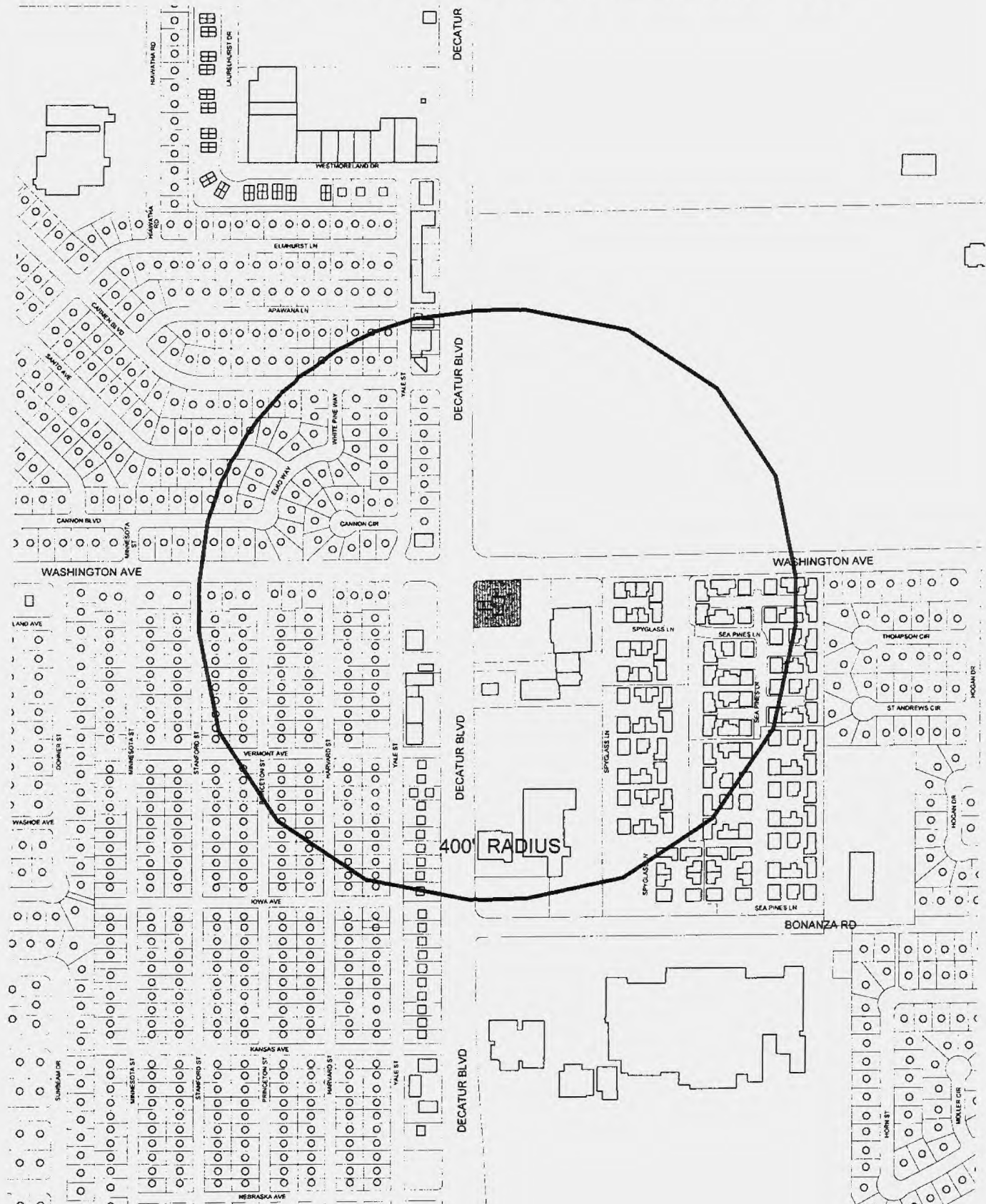
Map

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

ED'S DECATUR AM/PM



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, The Bunkhouse LLC, db at Meatheads I, 1121 South Decatur Boulevard, Suite 120, Charles Fox, Mgr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

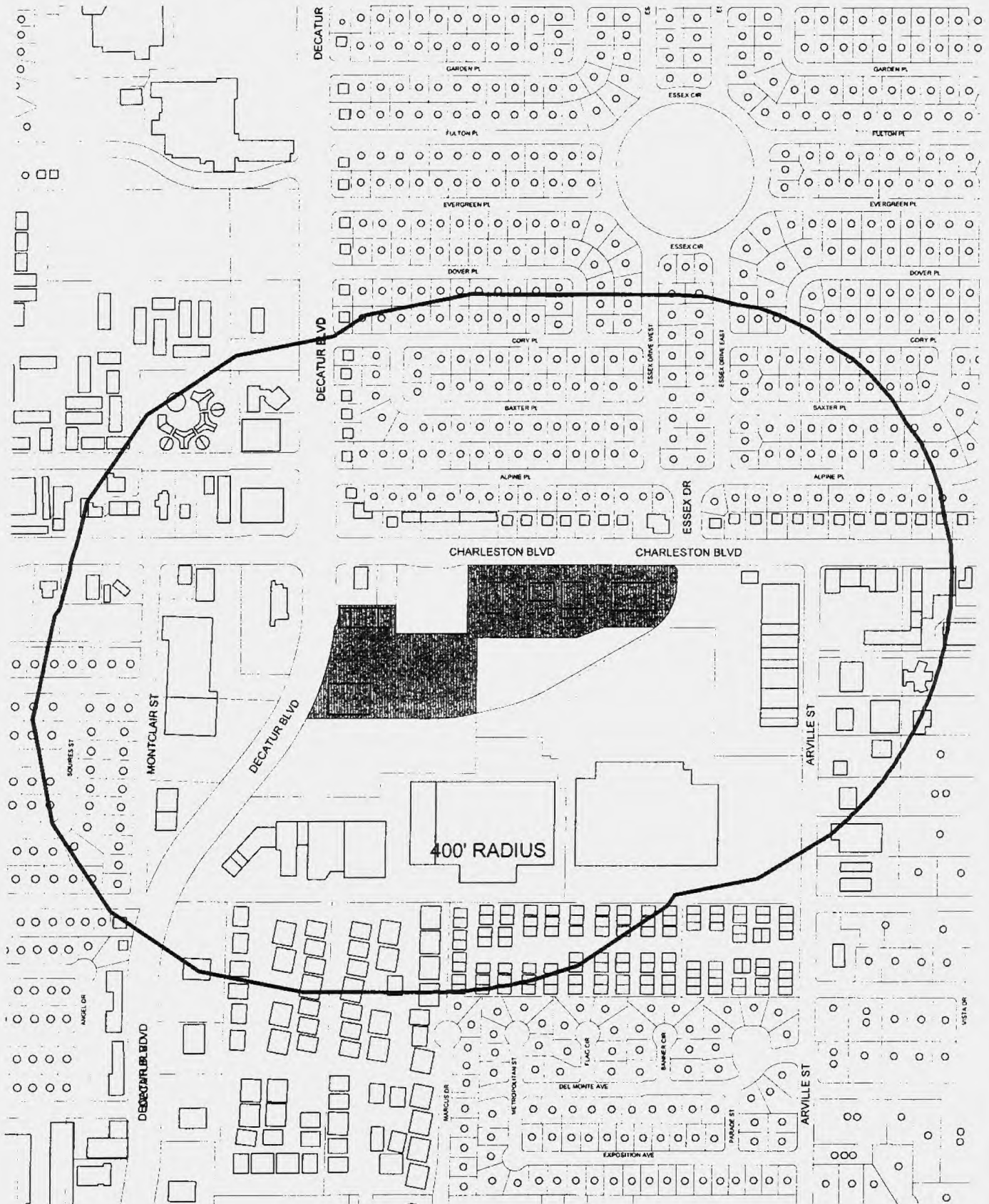
Map

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

MEATHEADS I (one)



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Location for a Burglar Alarm Service License, First Defense Security, Inc., dba First Defense Security, Inc., To: 2700 East Sunset Road, Suite 21, Thaddeus M. Gravo, Dir, Pres, Secy, Treas, 100% - Clark County

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Location for a Psychic Art and Science License, Nina Demetro, dba Psychic World, From: 1026 S. Main Street, To: 1820 Hassett Avenue, Nina Demetro, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

Map

Motion made by LARRY BROWN to Strike Items 35 and 48; Hold in Abeyance Items 27, 49 and 54 to 3/7/2007; and Hold in Abeyance Item 53 to 3/21/2007

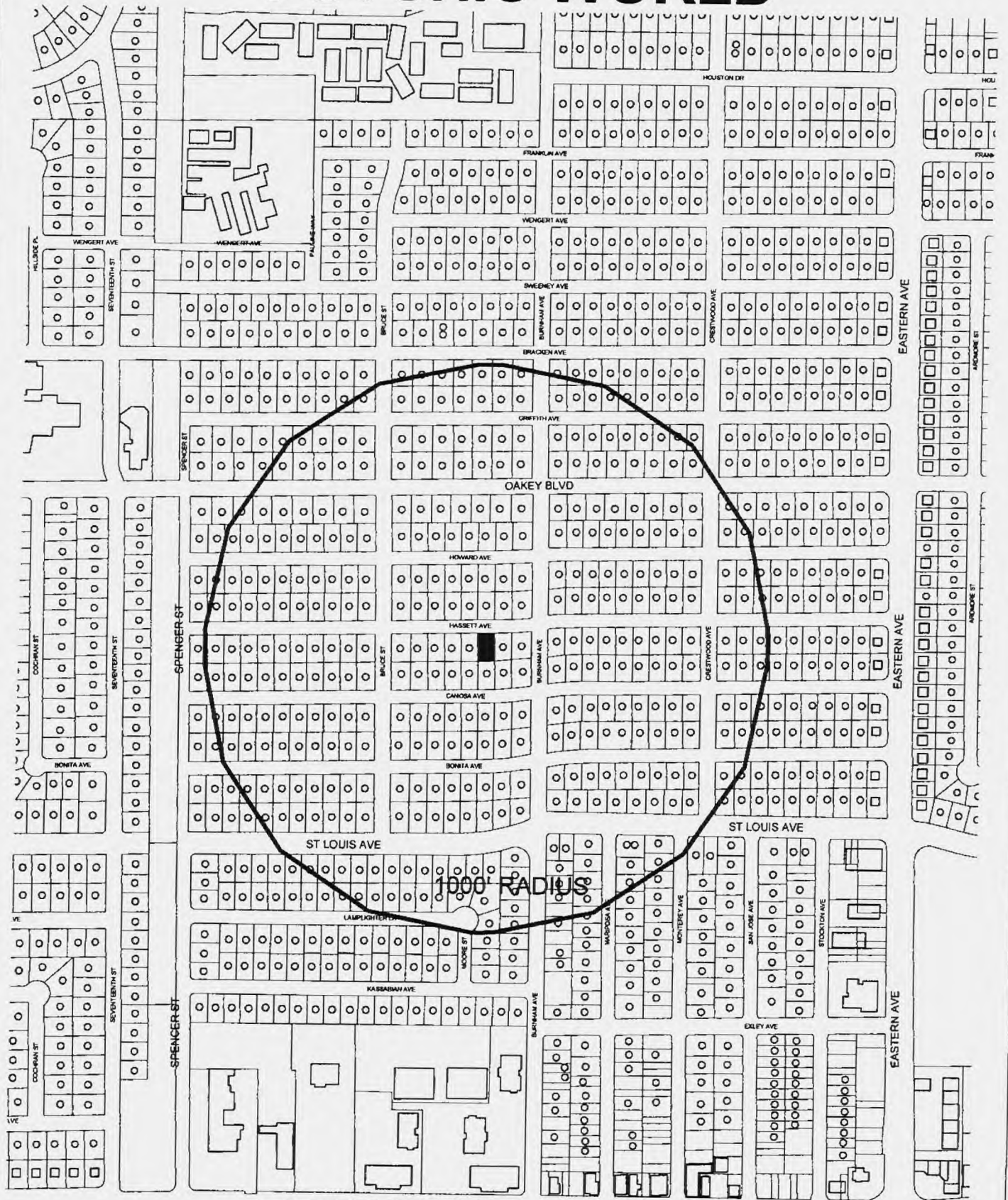
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

Under Item 12, JIM DiFIORE, Manager of Business Services, requested Item 27 be held in abeyance to 3/7/2007.

PSYCHIC WORLD



0 300 600 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Psychic Art and Science License, Readings by Tiffany, LLC, dba Readings by Tiffany, 201 West Burnsville Parkway, Suite 109, Tiffany N. Johnson, 100% - Minnesota

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Psychic Art and Science License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Non-restricted Gaming License, Gaughan South LLC, dba El Cortez Sports Pool, db at El Cortez Hotel, 600 Fremont Street, Michael J. Gaughan, Mgr - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Approval of a new Non-restricted Gaming License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

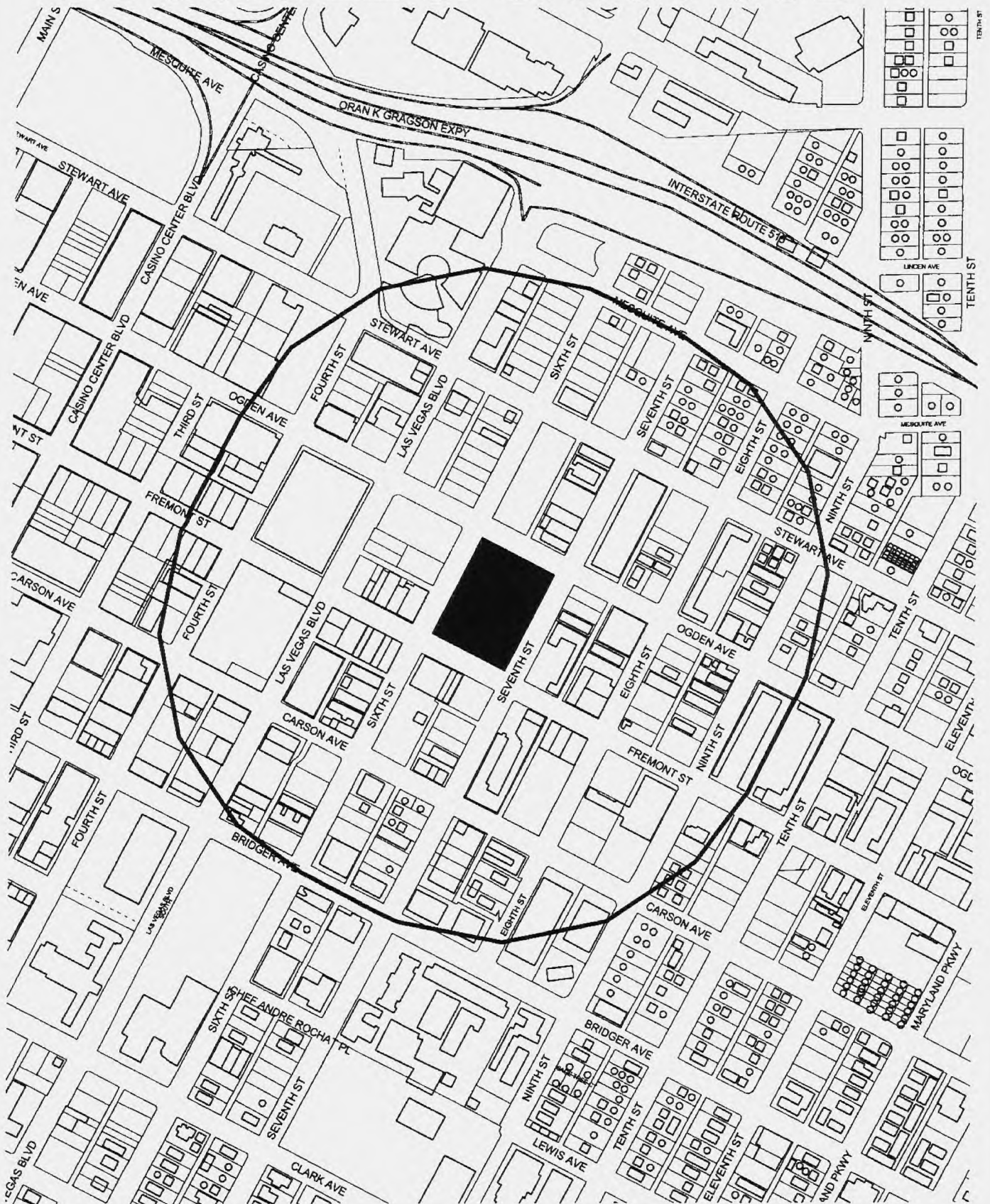
Map

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

EL CORTEZ SPORTS POOL



0 300 600 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Modification No. 2 to Contract No. 060009 for Work Standards Development and Related Services for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: THE APQC CONSULTING COMPANY (\$277,500 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$277,500

Funding Source: Sanitation Enterprise Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On January 4, 2006 City Council approved the award of a Contract in the amount of \$208,000 to provide consulting and training services to facilitate a work standards process team at the Water Pollution Control Facility to develop work standards documentation. On July 12, 2006 City Council approved the award of Modification No. 1 that added services to develop electrical instrumentation, HVAC work guidelines and an implementation plan. This Modification adds services to develop work guidelines and an implementation plan for the Operations area. This Modification is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Kaplan

POC: Larry Goodson - (636) 448-9316

RECOMMENDATION:

That City Council approve the award of Modification No. 2 to Contract No. 060009 for Work Standards Development and Related Services to the APQC Consulting Group to increase the Contract amount by \$277,500 from \$383,300 to \$660,800. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

**ATTACHMENT 2
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name APQC Consulting Group
Address 123 N. Post Oak Lane Houston, Texas 77024
Telephone (713) 417-2206
EIN or DUNS 760297414 (EIN) 787994912 (DUNS)

Block 2 Description Subject Matter of Contract/Agreement
Work Standards Development and Related Services
Contract 060009

Work Standards Development and Related Services

Contract No.060009

ATTACHMENT 2

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 3Type of Business
☐ Individual
 ☐ Partnership
 ☐ Limited Liability Company
 ☒ Corporation
 ☐ Trust
 ☐ Other:
Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	American Productivity & Quality Center / Parent Company	123 North Post Oak Lane Houston, Texas 77024	(713) 681-4020
2.	Thomas M. Puffer / President & CEO	1357 Creekford Court Sugarland, Texas 77478	(713) 444-7175
3.	Larry D. Goodson / Senior Vice President	656 Golfview Drive Ballwin, Missouri 63011	(636) 448-9316
4.	Douglas D. Gummere / Senior Vice President	13902 Magnolia Glen Circle Orlando, Florida 32822	(407) 493-9792

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets:
0

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document: _____

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

Larry D. Goodson
Name

Date

Subscribed and sworn to before me this 6th day of February, 2005 2007

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Contract No. 070069 for the Update of the Water Resource Centers Facility Plan - Department of Public Works - Award recommended to: CH2M HILL, INCORPORATED (\$340,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$340,000

Funding Source: Sanitation Enterprise Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project provides for a study to update the City's water reuse plan that was completed in the year 2000. Since the original plan was completed there have been changes in the demands for reuse, the regulations and treatment strategies for reclaimed water. This contract will provide an update for the plan. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis

POC: Bruce Johnson - (702) 953-1221

RECOMMENDATION:

That City Council approve the award of Contract No. 070069 for the Update of the Water Resource Centers Facility Plan to CH2M Hill, Incorporated in the amount of \$340,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Exhibit G

Certificate

Disclosure of Ownership/Principals

1. Definitions

"City" means the City of Las Vegas.

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

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

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

Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
CH2M HILL	
2285 Corporate Circle, Suite 200 Henderson, NV 89074	
702-369-6175	
EIN or DUNS	DUNS 06-324-8207

Block 2	<u>Description</u>
	Water Resource Centers Facility Plan
RFP #:	

Block 3**Type of Business**

☐ 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.	See Attached List of Officers and Directors		
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

James G. Foss

James G. Foss, Vice President

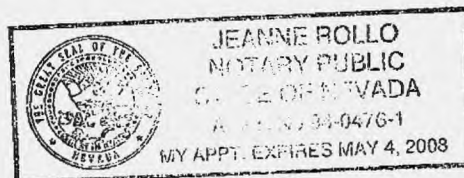
10 Jan 2007

Date

Subscribed and sworn to before me this 10 day of

January, 2007.

Jeanne Rollo
Notary Public



CH2M HILL Legal Entities - List of Active Officers and Directors

CH2M HILL, INC.

1/10/2007

Director	Title
Dehn, William T.	BOARD OF DIRECTORS PRESIDENT
Iapalucci, Samuel H.	BOARD OF DIRECTORS EXECUTIVE VICE PRESIDENT SECRETARY
McCallie, S. Wyatt	BOARD OF DIRECTORS SENIOR VICE PRESIDENT ASSISTANT SECRETARY
Peterson, Ralph R.	BOARD OF DIRECTORS EXECUTIVE VICE PRESIDENT
Ahearn, Joseph A.	EXECUTIVE VICE PRESIDENT
Card, Robert G.	EXECUTIVE VICE PRESIDENT
Evans, Don S.	EXECUTIVE VICE PRESIDENT
Higdem, Garry M.	EXECUTIVE VICE PRESIDENT
McIntire, Lee A.	EXECUTIVE VICE PRESIDENT
Akers, Jeffrey A.	SENIOR VICE PRESIDENT
Bailey, Robert W.	SENIOR VICE PRESIDENT
Beech, Gary D.	SENIOR VICE PRESIDENT
Bisio, Christine M.	SENIOR VICE PRESIDENT
Bullock, Robert H.	SENIOR VICE PRESIDENT
Cajhoun, William L.	SENIOR VICE PRESIDENT
Chapman, Robert L.	SENIOR VICE PRESIDENT
Hall, Philip G.	SENIOR VICE PRESIDENT
Hannan, Peter A.	SENIOR VICE PRESIDENT
Iotti, Robert C.	SENIOR VICE PRESIDENT
Kennedy, Michael D.	SENIOR VICE PRESIDENT
Lasswell, Mark A.	SENIOR VICE PRESIDENT
Lemmon, George N.	SENIOR VICE PRESIDENT
Lombardo, Katherine M.	SENIOR VICE PRESIDENT
Lupia, Eugene A.	SENIOR VICE PRESIDENT
Maldonado, Liliana	SENIOR VICE PRESIDENT
Mather, Jeffrey R.	SENIOR VICE PRESIDENT
McIntyre, Gregory T.	SENIOR VICE PRESIDENT
Peters, Thomas L.	SENIOR VICE PRESIDENT
Reibold, Marty	SENIOR VICE PRESIDENT
Rosenblum, David C.	SENIOR VICE PRESIDENT
Santee, M. Catherine	SENIOR VICE PRESIDENT
Searle, Thomas G.	SENIOR VICE PRESIDENT
Smith, Rob	SENIOR VICE PRESIDENT
Szomjassy, Michael A.	SENIOR VICE PRESIDENT
Thompson, Cliff G.	SENIOR VICE PRESIDENT
Topping, Raymond E.	SENIOR VICE PRESIDENT
Chase, Paula W.	ASSISTANT SECRETARY
Shelton, Brian R.	TREASURER VICE PRESIDENT
Shea, JoAnn	CONTROLLER VICE PRESIDENT

Abdelhamid, M. Salah	VICE PRESIDENT
Abrams, Jory M.	VICE PRESIDENT
Akay, Omur S.	VICE PRESIDENT
Allard, Dave	VICE PRESIDENT
Anastos, George	VICE PRESIDENT
Arnett, Katherine	VICE PRESIDENT
Arredondo, III, Antonio	VICE PRESIDENT
Arther, John	VICE PRESIDENT
Barker, L. Sheldon	VICE PRESIDENT
Bastian, Michael V.	VICE PRESIDENT
Bauer-Martinez, John	VICE PRESIDENT
Bausano, James	VICE PRESIDENT
Belvedere, John A.	VICE PRESIDENT
Benson Jr., Philip D.	VICE PRESIDENT
Bieniulis, Susan M.	VICE PRESIDENT
Blakney, John H.	VICE PRESIDENT
Blevins, David	VICE PRESIDENT
Boedigheimer, Mark A.	VICE PRESIDENT
Bogenberger, Vicki	VICE PRESIDENT
Bollinger, Alan F.	VICE PRESIDENT
Bowen, Mark A.	VICE PRESIDENT
Bowen, Russell V.	VICE PRESIDENT
Brand, Carey	VICE PRESIDENT
Brown, Courtney H.	VICE PRESIDENT
Cable, J. Kendall	VICE PRESIDENT
Caldwell, John W.	VICE PRESIDENT
Callahan, Mark	VICE PRESIDENT
Campbell, James	VICE PRESIDENT
Carley Jr., William	VICE PRESIDENT
Casey, Brian S.	VICE PRESIDENT
Cheppo, Doug	VICE PRESIDENT
Christofferson, Edward J.	VICE PRESIDENT
Cobb, William E.	VICE PRESIDENT
Conway, Kathleen	VICE PRESIDENT
Correll, James S.	VICE PRESIDENT
Cusack, J. Garry	VICE PRESIDENT
Cuthbert, Donald F.	VICE PRESIDENT
D'Ambrosio, Paul C.	VICE PRESIDENT
Dahl, Cindy L.	VICE PRESIDENT
Damron, Floyd J.	VICE PRESIDENT
Danko, Joseph P.	VICE PRESIDENT
Davis, D. Edward	VICE PRESIDENT
DeAutremont, Steven C.	VICE PRESIDENT
Decker, Thomas E.	VICE PRESIDENT
Dehn, Starr J.	VICE PRESIDENT
DeKeyser, Paul J.	VICE PRESIDENT
DeLozier, Mary P.	VICE PRESIDENT
Dickerson, Gerri B.	VICE PRESIDENT
Draper, Dirk	VICE PRESIDENT
Drinkwater, Lisa A.	VICE PRESIDENT

Dwyer, James	VICE PRESIDENT
Dyne, Richard L.	VICE PRESIDENT
Eldridge, Greg	VICE PRESIDENT
Farhang, Farshad	VICE PRESIDENT
Fieldbinder, Robert H.	VICE PRESIDENT
Fink, Thomas R.	VICE PRESIDENT
Fleming, Murry L.	VICE PRESIDENT
Foreman, Terry L.	VICE PRESIDENT
Foss, James G.	VICE PRESIDENT
French, Elizabeth	VICE PRESIDENT
Galloway, Lori	VICE PRESIDENT
Gelman, Stephen R.	VICE PRESIDENT
Gergely, Steve	VICE PRESIDENT
Gerrish, Theresa A.	VICE PRESIDENT
Giese, Regan	VICE PRESIDENT
Givens, Silas W.	VICE PRESIDENT
Graves, Tim	VICE PRESIDENT
Greeley, James W.	VICE PRESIDENT
Green, Dale F.	VICE PRESIDENT
Grover, Jeffrey M.	VICE PRESIDENT
Guenther, Cori	VICE PRESIDENT
Hall, Ken C.	VICE PRESIDENT
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Lehnen, Jeffrey D.	ASSISTANT VICE PRESIDENT
Orlowski, Thomas C.	ASSISTANT VICE PRESIDENT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Contract No. 070072 for Engineering Design Services for the Water Pollution Control Facility Headworks and Thickener Rehabilitation Systems located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK AND VEATCH CORPORATION (\$1,084,179 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,084,179

Funding Source: Sanitation Enterprise Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project provides for the design of a project for the rehabilitation of the Water Pollution Control Facility Headworks and Thickener systems. Rehabilitation includes equipment replacement, rehabilitation of sludge thickeners 1 and 2, repair of odor control and other related work. This Contract is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis

POC: Seaton Curran - (702) 732-0448

RECOMMENDATION:

That City Council approve the award of Contract No. 070072 for Engineering Services for the Water Pollution Control Facility Headworks and Thickener Rehabilitation to Black and Veatch Corporation in the amount of \$1,084,179. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
	Black & Veatch
Name	4040 S. Eastern Avenue, Suite 330 Las Vegas, NV 89119
Address	702/732-0448
Telephone	48-1833073
EIN or DUNS	

Block 2	<u>Description</u>
	Engineering Design Services for the Water Pollution Control Facility Headworks Improvements and Thickener Rehabilitation Project.
	RFP #:

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

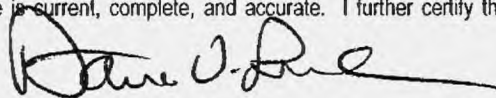
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attachment		
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: 17

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: <u>Does not apply – see Block 4</u>			
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.



Dana V. Reel, P.E. – Vice President

Name

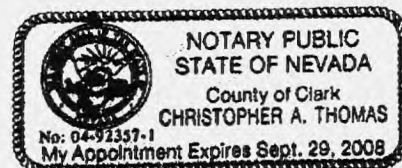
1-17-07

Date

Subscribed and sworn to before me this 17th day of

January, 2007


Notary Public



Black & Veatch Corporation

No individual owns any % of company. Black & Veatch Corporation is wholly owned by "Black & Veatch Holding Company", an ESOP.

Name	Title	Work Address
J.E. Abbott	Vice President	6300 South Syracuse Way, Ste. 300 Centennial, CO 80111
D.L. Abrams	Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.A. Achenbach	Vice President	11401 Lamar Ave. Overland Park, KS 66211
R.J. Adams	Vice President	5001 LBJ Freeway, Suite 704 Dallas, TX 75244
B.A. Ainsworth	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.L. Allen	Vice President	9441 LBJ Freeway, Ste. 300 Dallas, TX 75243
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R.N. Bell	Associate Vice President	1135 W. Old 56 Highway Olathe, KS 66061

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J.J. Blaschke	Vice President	11401 Lamar Ave. Overland Park, KS 66211
S.A. Blauwikel	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
B.W. Bleser	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
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D.B. Campbell	Associate Vice President	No. 1, East Chang An Ave., Dong Cheng District, Beijing,

Name	Title	Work Address
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J.D.M. Currie	Associate Vice President	390 Havelock Rd. #04-01 Singapore 169662
R.J. Dagwell	Vice President	19 Centre Court, Main Avenue, Treforest CF37 5YR
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C. DeBarbadillo	Associate Vice President	8520 Cliff Cameron Drive Charlotte, NC 28269

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J.F. Fossella	Vice President	11111 Richmond Avenue, Suite Houston, TX 77082
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G.A. Lansford	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211

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L.W. Lee	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.M. Lefebvre	Associate Vice President	15th Fl Wisma GKB Jakarta, Indonesia
R.P. Lenertz	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
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D.S. Lindberg	Vice President	11401 Lamar Ave. Overland Park, KS 66211
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P. Martin	Vice President	69 London Road Redhill, Surrey RH1 1LQ
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D.W. McCarthy	President & CEO - B&V Water	8400 Ward Pkwy Kansas City, MO 64114

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R.C. Miller	Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.F. Montalbano	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
G.D. Morrow	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
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D.L. Mundy	Senior Vice President	6300 South Syracuse Way, Ste. 300 Centennial, CO 80111
J.E. Murphy	Vice President	11401 Lamar Overland Park, KS 66211
J.B. Nagle	Associate Vice President	11401 Lamar Overland Park, KS 66211
S.E. Niles	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.R. Nott	Vice President	69 London Road Redhill, Surrey RH1 1LQ

Name	Title	Work Address
J.E. O'Connor	Vice President	11401 Lamar Ave. Overland Park, KS 66211
E.J. Oldenhuis	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.G. Orth	Associate Vice President	8400 Ward Parkway Kansas City, MO 64114
O.H. Oskvig	President & CEO - B&V Energy	11401 Lamar Ave. Overland Park, KS 66211
R.J. Ott	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D. Owens	Associate Vice President	3550 Green Court Ann Arbor, MI 48105
F.F. Pacinelli	Associate Vice President	11401 Lamar Overland Park, KS 66211
D.R. Paulson	Associate Vice President	11000 Regency Park Cary, NC 27511
A.B. Pease	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.A. Perry	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
T.R. Peterson	Vice President	800 Wilshire Blvd. Los Angeles, CA 90017
A.V. Petkash	Senior Vice President	4890 W. Kennedy Blvd., Ste. 700 Tampa, FL 33609
V.S. Phelps		1705 Enterprise Dr., Suite 200 Lynchburg, VA 24502
J.T. Phillips	Associate Vice President	555 Phaholythin Rd. Bangkok
S.D. Phillips	Vice President	8400 Ward Pkwy Kansas City, MO 64114
S.E. Pieschl	Vice President	11401 Lamar Ave. Overland Park, KS 66211
T.P. Pintcke	Vice President	11000 Regency Pkwy, Ste. 100 Cary, NC 27511
J.K. Plubell	Senior Vice President	125 Water Street, Ste. 2 Naperville, IL 60540

Name	Title	Work Address
K.D. Pollins	Senior Vice President	3550 Green Court Ann Arbor, MI 48105
J.R. Poojara	Associate Vice President	Pride Parmar Galaxy 10/10+A Pune, India 411 001
B.C. Price	Vice President	11401 Lamar Ave. Overland Park, KS 66211
K.P. Pronske	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
S.S. Qadri	Associate Vice President	11401 Lamar Overland Park, KS 66211
I.S. Rackley	Associate Vice President	4040 South Eastern Ave., Suite 330 Las Vegas, NV 89119
J.P. Radda	Associate Vice President	4800 Meadows Road Lake Oswego, OR 97035
T.J. Ratzki	Associate Vice President	1415 Elbridge Payne Rd., Ste. 200 Chesterfield, MO 63017
D.E. Reed	Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.V. Reel	Vice President	4040 W. Eastern Ave., Ste. 300 Law Vegas, NV 89119
T.P. Reorda	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114
A.C. Rettenmaier	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
B.M. Reuss	Vice President	8520 Cliff Cameron Dr., Ste. 350 Charlotte, NC 28269
P.F. Reynolds, III	Associate Vice President	587 Sigman Rd. NE Conyers, GA 30013
R.O. Reynolds	Associate Vice President	8400 Ward Parkway Kansas City, MO 64114
L.P. Rinck	Vice President	3550 Green Court Ann Arbor, MI 48105
R.F. Riordan	Vice President	11401 Lamar Ave. Overland Park, KS 66211
C.O. Robinson	Associate Vice President	8400 Ward Pkwy Kansas City, MO 64114

Name	Title	Work Address
L.C. Rodman	President & CEO	11401 Lamar Ave. Overland Park, KS 66211
J.A. Rose	Vice President	6601 College Blvd. Overland Park, KS 66211
R.J. Rudden	Senior Vice President	898 Veterans Memorial Highway Hauppauge, NY 11788
S.E. Rus	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
H.A. Russell	Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.J. Ryan	Associate Vice President	11111 Richmond Avenue Houston, TX 77082
P.R. Sarathy	Associate Vice President	11111 Richmond Avenue Houston, TX 77082
D.R. Schapker	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.L. Schmidt	Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.D. Schneider	Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.E. Schrimp	Associate Vice President	4800 Meadows Road Lake Oswego, OR 97035
C.W.T. Scott	Vice President	69 London Redhill, Surrey RH1 1LQ
L.J. Seibolt	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
A.B. Seymour	Senior Vice President	Suite 500 W. 601 Walnut Street Philadelphia, PA 19106
A. Shanker	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211
G.F. Shimp	Associate Vice President	101 N. Wacker Drive Chicago, IL 60606
J.A. Silver	Vice President	11401 Lamar Ave. Overland Park, KS 66211
C.O. Smith	Vice President	11401 Lamar Overland Park, KS 66211

Name	Title	Work Address
C.W. Smith	Associate Vice President	201 South Orange Ave. Orlando, FL 32801
H.E. Smith	President - Construction & Procurement	11401 Lamar Ave. Overland Park, KS 66211
R.E. Smith	President - Enterprise Management Solutions	11401 Lamar Ave. Overland Park, KS 66211
S.R. Smith	Vice President	11111 Richmond Avenue Houston, TX 77082
S.C. Smith	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
A.L. Sneath	Associate Vice President	201 South Orange Ave. Orlando, FL 32801
J.R. Solar, Jr.	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
R.L. Spears	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
G.S. Stallard	Vice President	11401 Lamar Ave. Overland Park, KS 66211
R.N. Starcke	Vice President	8400 Ward Pkwy Kansas City, MO 64114
M.S. Stark	Associate Vice President	11401 Lamar Ave. Overland Park, Ks 66211
D.K. Stevens	Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.R. Stevens	Vice President	8400 Ward Parkway Kansas City, MO 64114
D.R. Still	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
L.E. Stoddard	Associate Vice President	11401 Lamar Ave. Overland Park, Ks 66211
C.J. Stolle	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
M.S. Stover	Vice President	587 Sigman Rd. NE Conyers, GA 30013

Name	Title	Work Address
T.J. Sullivan	Vice President	11401 Lamar Ave. Overland Park, KS 66211
M. Tahiliani	Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.H. Talib	Associate Vice President	11401 Lamar Ave. Overland Park, Ks 66211
G.R. Talmage	Vice President	8520 Cliff Cameron Dr., Ste. 350 Charlotte, NC 28269
S.C. Tan	Vice President	390 Havelock Rd. #04-01 Kings Centre, Singapore
J.M. Tattersall	Vice President	Grosvenor House, 69 London Redhill, Surrey RH1 1LQ
L.K. Terry	Vice President	11401 Lamar Overland Park, KS 66211
G.W. Townsend	Vice President	11401 Lamar Ave. Overland Park, KS 66211
N.R. Townsend	Vice President	11th Floor, New Town Tower, Pak Hong Kong
M.G. Travers	President - Telecommunications	11401 Lamar Ave. Overland Park, KS 66211
K.E. Trout, Jr.	Vice President	11401 Lamar Ave. Overland Park, KS 66211
R.I. Unruh	Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.E. Upchurch	Vice President	11401 Lamar Ave. Overland Park, KS 66211
B.G. Van Heest	Vice President	3550 Green Court Ann Arbor, MI 48105
A. Varma	Vice President	9441 LBJ Freeway, Suite 300 Dallas, TX 75243
P.B. Vaughan	Senior Vice President & Chief Information Officer	11401 Lamar Ave. Overland Park, KS 66211
B.K. Vermeer	Vice President	11401 Lamar Ave. Overland Park, KS 66211

Name	Title	Work Address
J.G. Voeller, III	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.J. Voss	Associate Vice President	8400 Ward Pkwy Kansas City, MO 64114
J.W. Waller	Vice President	6601 College Blvd. Overland Park, KS 66211
C.L. Wallis-Lage	Vice President	8400 Ward Parkway Kansas City, MO 64114
E.J. Walsh	Senior Vice President	11000 Regency Pkwy. Cary, NC 27511
M.D. Webber	Associate Vice President	16 Marksistskaya Street Moscow, Russia 109147
A.E. Wehner	Associate Vice President	11401 Lamar Overland Park, KS 66211
P.W. Weida	Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.E. Welp	Associate Vice President	11500 Northlake Drive Cincinnati, OH 45249
K.J. Westermann	Vice President	3550 Green Court Ann Arbor, MI 48105
L.A. White	Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.E. Williams	Vice President	11401 Lamar Ave. Overland Park, KS 66211
J.A. Wilson	Executive Vice President	8400 Ward Pkwy Kansas City, MO 64114
R.D. Wilson	Associate Vice President	8400 Ward Pkwy Kansas City, MO 64114
E.L. Wiseman	Associate Vice President	6601 College Blvd. Overland Park, KS 66211
H.G. Withey	President & Chief Administrative Officer	11401 Lamar Ave. Overland Park, KS 66211
D.F. Woltman	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
S.E. Wood	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211

Name	Title	Work Address
K.P. Woodward	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211
D.L. Woody	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
L.D. Yoest	Associate Vice President	11401 Lamar Ave. Overland Park, KS 66211
K.L. Zernickow	Vice President	11401 Lamar Ave. Overland Park, KS 66211
R.E. Zitterkopf	Vice President	8400 Ward Pkwy Kansas City, MO 64114

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Agreement No. 07-16736, Engineering Design Services Agreement for the Trail Bridge Package - Department of Public Works - Award recommended to: G.C.WALLACE, INC. (\$892,690 – Parks and Leisure Activities Capital Projects Fund) - Wards 1, 3, 4 and 5 (Tarkanian, Reese, Brown and Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$892,690

Funding Source: Parks and Leisure Activities CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project consists of the geotechnical investigations, surveying, right-of-way determinations, project design, feasibility studies and cost estimates of four pedestrian bridge structures. Pedestrian bridge structure locations may vary depending on the outcome of the alignment study. The tentative locations are: Las Vegas Wash Trail/Lamb Boulevard crossing, Las Vegas Wash Trail/Charleston Boulevard crossing, Lone Mountain Trail/Cheyenne Avenue crossing and Lone Mountain Trail/Lake Mead Boulevard crossing. This Agreement is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Brian Schmidt, P.E. - (702) 804-2045

RECOMMENDATION:

That City Council approve Agreement No. 07-16736, Engineering Design for the Trail Bridge Package to G. C. Wallace, Inc. in the amount of \$892,690. 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 LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

EXHIBIT "G"

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name G.C. Wallace Companies	
Address 1555 South Rainbow Boulevard	
Telephone Las Vegas, NV 89146	
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement	
Pedestrian Trail Bridges Las Vegas Wash & Lone Mountain Trail	
Contract No. Hansen #07-16736	

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

EXHIBIT "G"
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.	James A. Duddleston CEO/President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2.	James VanWoerkom Chief Financial Officer	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3.	Michael D. Ross Sr. Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4.	Scott R. Plummer Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5.	Calvin L. Black Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6.	Benjamin Smith Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7.	Christopher Anderson Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8.	Eugene Wright Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
9.	Timothy A. McCoy Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
10.	Danny McFadden Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2003

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

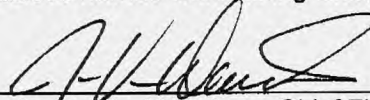
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

EXHIBIT "G"

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



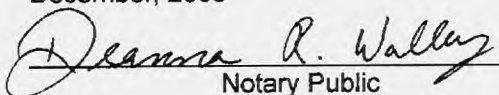
James VanWoerkom, Chief Financial Officer

December 8, 2006

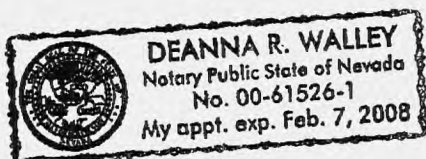
DATE

Subscribed and sworn to before me this 8th day of

December, 2006



Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Fourth Amendment to Professional Services Agreement No. 070182-DC for Consulting Services in connection with the Installation and Operation of the Gateway Groundwater Contamination Remediation System located at Las Vegas Boulevard and Fourth Street - Department of Public Works - Award recommended to: NINYO AND MOORE (\$51,100 - Sanitation Enterprise Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$51,100

Funding Source: Sanitation Enterprise Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

This Fourth Amendment to Professional Services Agreement No. 070182-DC consists of amending the basic services of Ninyo and Moore from \$179,632 to \$230,732 (a change of \$51,100.) This Agreement is hereby amended to change the total amount of the entire Agreement from \$201,693 to \$252,793. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Robert M. Troisi - (702) 433-0330

RECOMMENDATION:

That City Council approve the Fourth Amendment to Agreement No. 070182-DC for Consulting Services in connection with the Installation and Operation of the Gateway Groundwater Contamination Remediation System located at Las Vegas Boulevard and Fourth Street to Ninyo and Moore in the amount of \$51,100 bringing the total amount to \$252,793. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name	Ninyo & Moore
Address	6700 Paradise Road, Ste. E Las Vegas, NV 89119
Telephone	(702) 433-0330
EIN or DUNS	EIN #33-0269828

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement</u>	
<u>Gateway Remediation System</u>	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Avram Ninyo Principal Engineer	5710 Ruffin Road San Diego, CA 92123	(858) 576-1000
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 description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



Robert M. Troisi

Name Robert M. Troisi, C.E.M.
Managing Principal, Environmental Sciences Division

12-19-06

Date

State of Nevada, County of Clark
Subscribed and sworn to before me this 19th day of December, 2006

Louise T. Kidd

Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the First Amendment to Professional Services Agreement No. 070092 for Additional Design Services in connection with the Doolittle Senior Center Expansion located at Lake Mead Boulevard and J Street - Department of Public Works - Award recommended to: WHA, LTD. (\$76,900 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$76,900

Funding Source: Parks and Leisure Activities CPF

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On June 7, 2006 City Council approved the award of an Agreement with WHA, LTD. to provide design services for the Doolittle Senior Center's 4,000 square foot expansion project in the amount of \$215,600. This Amendment represents additional owner requested design changes to add a movable partition, exterior lighting and signage, additional restrooms and relocation of the jogging track in the amount of \$76,900. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins

POC: Winston Henderson - (702) 893-9700

RECOMMENDATION:

That City Council approve the First Amendment to Agreement No. 070092 for Additional Design Services in connection with the Doolittle Senior Center Expansion located at Lake Mead Boulevard and J Street to WHA, LTD. in the amount of \$76,900 bringing the total amount to \$292,500. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by LARRY BROWN to Strike Items 35 and 48; Hold in Abeyance Items 27, 49 and 54 to 3/7/2007; and Hold in Abeyance Item 53 to 3/21/2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	
Name	WHA, LTD
Address	1555 E. Flamingo, Road Suite 350 Las Vegas, NV 89119
Telephone	Office: 702-893-9700 FAX: 702-893-9797
EIN or DUNS	20-073808

Block 2 Description	
Subject Matter of Contract/Agreement: WHA, LTD to provide addition to the existing Doolittle Senior Center Structure	
RFP #	N/A

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

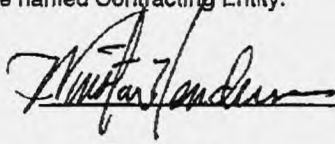
**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

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.	WINSTON H. HENDERSON PRINCIPAL	1555 E. FLAMINGO ROAD, STE 350 LAS VEGAS, NEVADA 89119	Tel: (702) 893-9700 Fax: (702) 893-9797
2.			
3.			
4.			
5.			
6.			
7.			
8.			

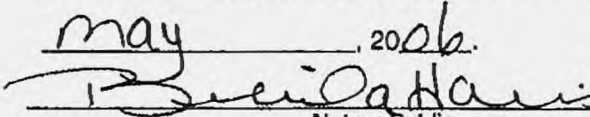
The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals – Alternate	
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.	
Name of Attached Document: _____	N/A
Date of Attached Document: _____	Number of Pages: _____

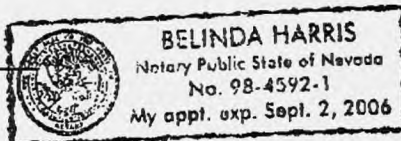
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.


 _____ Name
 5-10-06
 _____ Date

Subscribed and sworn to before me this 10th day of

May, 2006.


 Notary Public
 State of Nevada
 County of Clark



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of revision to Purchase Order No. 220558 for Annual Requirements Contract for Asphaltic Concrete Pavement Reconstruction - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$500,000 - General Fund) - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$500,000

Funding Source: General Fund

Dept./Division: Public Works

PURPOSE/BACKGROUND:

On October 18, 2006 City Council approved the revision of Purchase Order No. 220558 to Southern Nevada Paving, Inc. for an annual requirements Contract for Asphaltic Concrete Pavement Reconstruction in the amount of \$2,100,001. This revision is required to cover additional road work needed through the completion of this final option year which ends March 31, 2007 plus any time extensions needed to rebid this requirement.

PCC: L.E. Davis

POC: Richard Riddle - (702) 876-5226

RECOMMENDATION:

That City Council approve the issuance of a revision to Purchase Order No. 220558 in the amount of \$500,000 to Southern Nevada Paving, Inc.

BACKUP DOCUMENTATION:

None

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of annexation report for the proposed annexation area generally located within the area bounded by Clark County Highway 215 on the east, Washburn Road on the south, Puli Road on the west, and Centennial Parkway on the north (ANX-10156) - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Sections 268.578 and 268.588 of the Nevada Revised Statutes require the approval of a report concerning the provision of services to an area proposed for annexation when the long form annexation process is utilized. The report must be approved no less than 20 days prior to the public hearing on the annexation. The Resolution of Intent to annex this territory was approved at the February 7, 2007, City Council Meeting. Discussion of the report is proposed to take place during the March 21, 2007, City Council Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Annexation Report

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

ANX-10156

ANNEXATION REPORT

This annexation area is generally bounded on the east by CC215, Puli Road to the west, Centennial Pkwy to the north, and Washburn Road to the south.

ANX-10156

Contents

Summary of Municipal Services to be provided

Statement of Eligibility for Annexation

Boundary Map/ General Land Use Maps

Location Map

Accurate Map with Legal Description

Map of Conceptual Rights-of-Way

Map of Existing and Proposed Sewer Facilities

Map of Existing and Proposed Electric Transmission and Distribution Lines [For information purposes only]

Maps of Existing Flood Control Facilities and Flow Rates [For information purposes only]

Map of Gas Facilities [For information purposes only]

Map of Existing and Proposed Water Facilities [For information purposes only]

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

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

Water

The proposed annexation area is located within the 3205, 3090 and 2975 pressure zones. The L VVWD provides water service in each of these zones and has planned for the future development in the annexation area by requiring additional facilities to be constructed.

The 3090 pressure zone will be serviced from an existing 30" water line in Shaumber Road. This line is fed from the 3205 pressure zone via a pressure reducing valve (PRV). The 3205 pressure zone will be serviced from the existing 3205 pressure zone interim reservoir. The LVVWD will typically take 3 years to construct the required facilities and 18 months for oversized main extensions. The District's policy is to allow development demands to dictate construction schedules. The proposed system as outlined is shown on the attached exhibit.

Drainage

This text and the attached exhibit have been prepared to outline the anticipated drainage system improvements required in the development of this project. This information has been taken from the Clark County Regional Flood Control District (CCRFCDD) "2002 Las Vegas Valley Flood Control Master Plan Update" (MPU).

The storm sewer system outlined on the attached exhibit (CCRFCDD MPU Figure F-7) illustrates both existing and proposed CLV local and CCRFCDD facilities. According to the CCRFCDD MPU, CCRFCDD facility designated as GOAN 0061 (CAM-10 Detention Basin) will help protect the project site by detaining flow generated west of the project site. The tributary CCRFCDD facilities to the CAM-10 Detention Basin as well as the outfall facilities may need to be constructed as part of this development in order to adequately flood protect the project site and surrounding parcels.

Any improvements necessary to provide adequate flood protection to this area will be constructed by this project, which may include but are not limited to CCRFCDD facilities.

Sewer Service

The City of Las Vegas will provide sewer service to the future annexation area to the west of the I-215 Beltway between Centennial Pkwy and Washburn Road in accordance with the existing Wastewater Collection System Master Plan. Collection System Planning has already negotiated with Clark County Public Works to provide future sewer crossings incorporated into the ultimate design of the I-215 Western Beltway. The County has agreed to provide crossings at Centennial, Tropical, Ann, and Washburn.

At Centennial Pkwy, the City already has a 12-inch diameter sewer installed utilizing a 24-inch steel sleeve under the existing Beltway. This crossing is intended to be relocated to the bridge structure once the Ultimate Beltway is completed.

At Tropical Pkwy, the City has an existing 24-inch steel sleeve that was installed with the existing Beltway. At this time, the sleeve is not in use. For the future Ultimate Beltway design, the sleeve needs to be lowered to accommodate the new profile of the road surface. This sleeve is intended to carry a 12-inch sewer interceptor to service the area west of the Beltway and north of Tropical Pkwy. The sewer will need to connect to the existing 12-inch sewer in Tropical Pkwy at Hualapai Way.

The future crossing at Ann Rd is intended to be located within the bridge deck over the Ultimate Beltway. Clark County has agreed to allow a 12-inch sewer to be located within the structure avoiding the need for increased depths under the depressed road profile and drainage structures. The sewer interceptor will need to be extended from the current 15-inch stub provided in Ann Rd just east of Riley Street. Because of the existing terrain in the area, this sewer interceptor will provide service on both the north and south sides of Ann Rd west of the Beltway.

At Washburn Rd, the County has agreed to install a 24-inch steel sleeve under the Ultimate Beltway design to accommodate a future 12-inch sewer interceptor. This sewer will need to be extended from Durango Drive to provide service west of the beltway. Because of the curved section in the Ultimate Beltway, there will be an area just north of Washburn and west of the Beltway that will only be serviceable to this future sewer.

At this time, the City of Las Vegas will be paying Clark County to install the sewer crossings with the Ultimate Western Beltway. The City however does not have any plans to build the sewer interceptors to service this area at this time. Any sewer interceptors to the west side of the Beltway will be designed and constructed as part of the offsite improvements required for any developers in the area. The developers will be responsible for obtaining any easements or right-of-way required to construct sewers to service their developments.

Gas

Two inch gas lines currently extend east of the annexation area, following Azure Drive and Bright Angel Way to Alpine Ridge Way. The Bright Angel Way gas line extends past Alpine Ridge Way to Galileo Drive. Upon development, the line will be extended by the developer.

Electricity

Nevada Power will provide distribution lines along the Moccasin Road alignment as well as along a north-south alignment running approximately 1320 feet east of Puli Road. A substation is located immediately adjacent to the northwest portion of the annexation area. Another substation is proposed for a site adjacent to the southeast corner of the annexation area.

Right-of-Way

The annexation area will be accessed by the CC-215. Internal circulation is provided by the existing Shaumber Road and a proposed 100-foot wide right-of-way extension of Ann Road. The Department of Public Works requests the reservation of 50 feet of right-of-way for the south half of Centennial Parkway, 50 feet for the west side of Puli Road, 40 feet for the north half of Washburn Avenue, and 100 feet for the full width of Ann Road adjacent to and through the subject site. These are the alignments we anticipate will have bridge crossings over the future beltway, and will be required to provide adequate traffic handling within the area proposed to be annexed.

ELIGIBILITY FOR ANNEXATION

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

Subsection 2

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

Subsection 3

Not applicable.

Subsection 4

Not applicable.

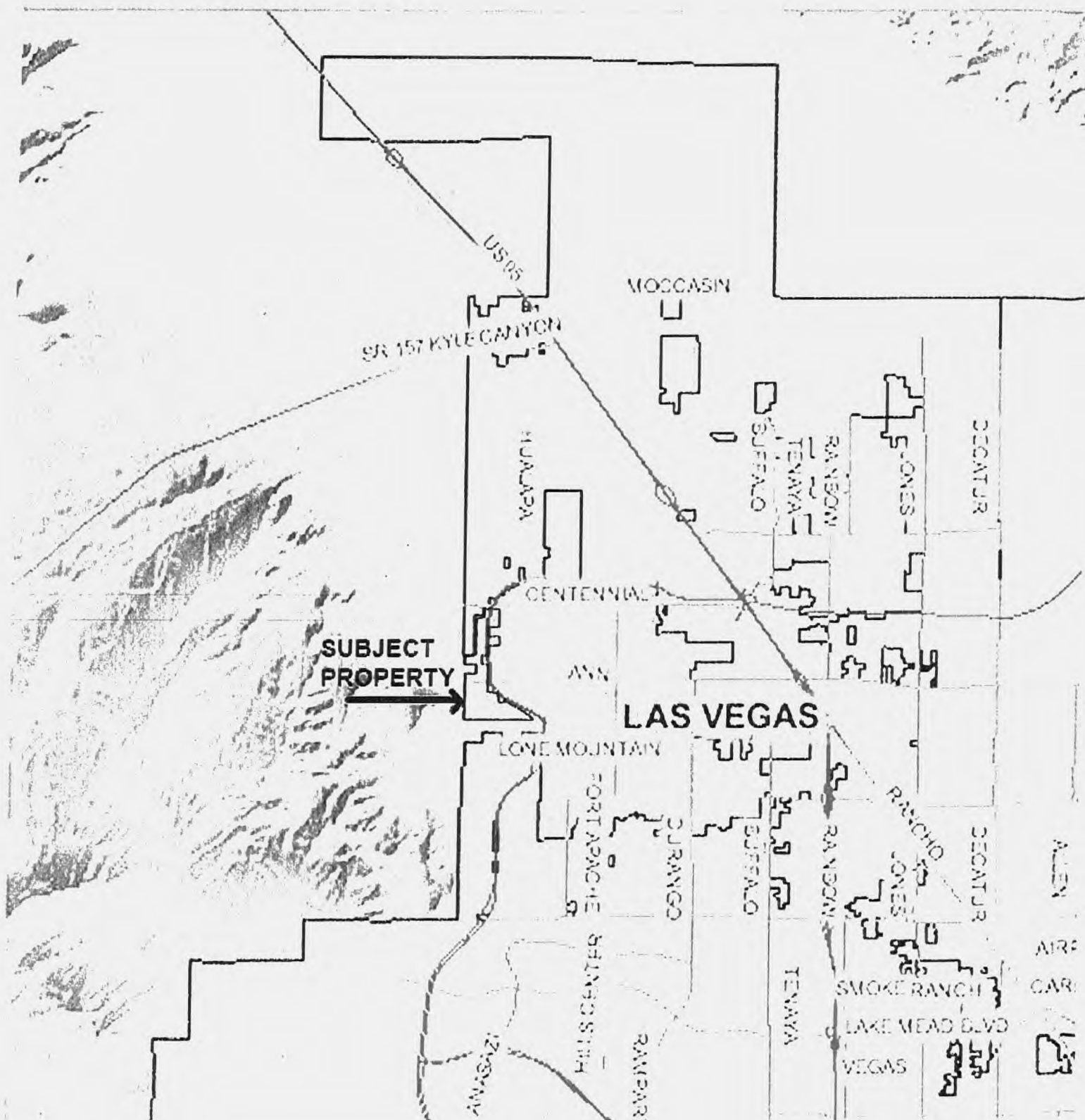
Subsection 5

Not applicable.

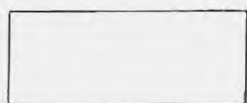
Subsection 6

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

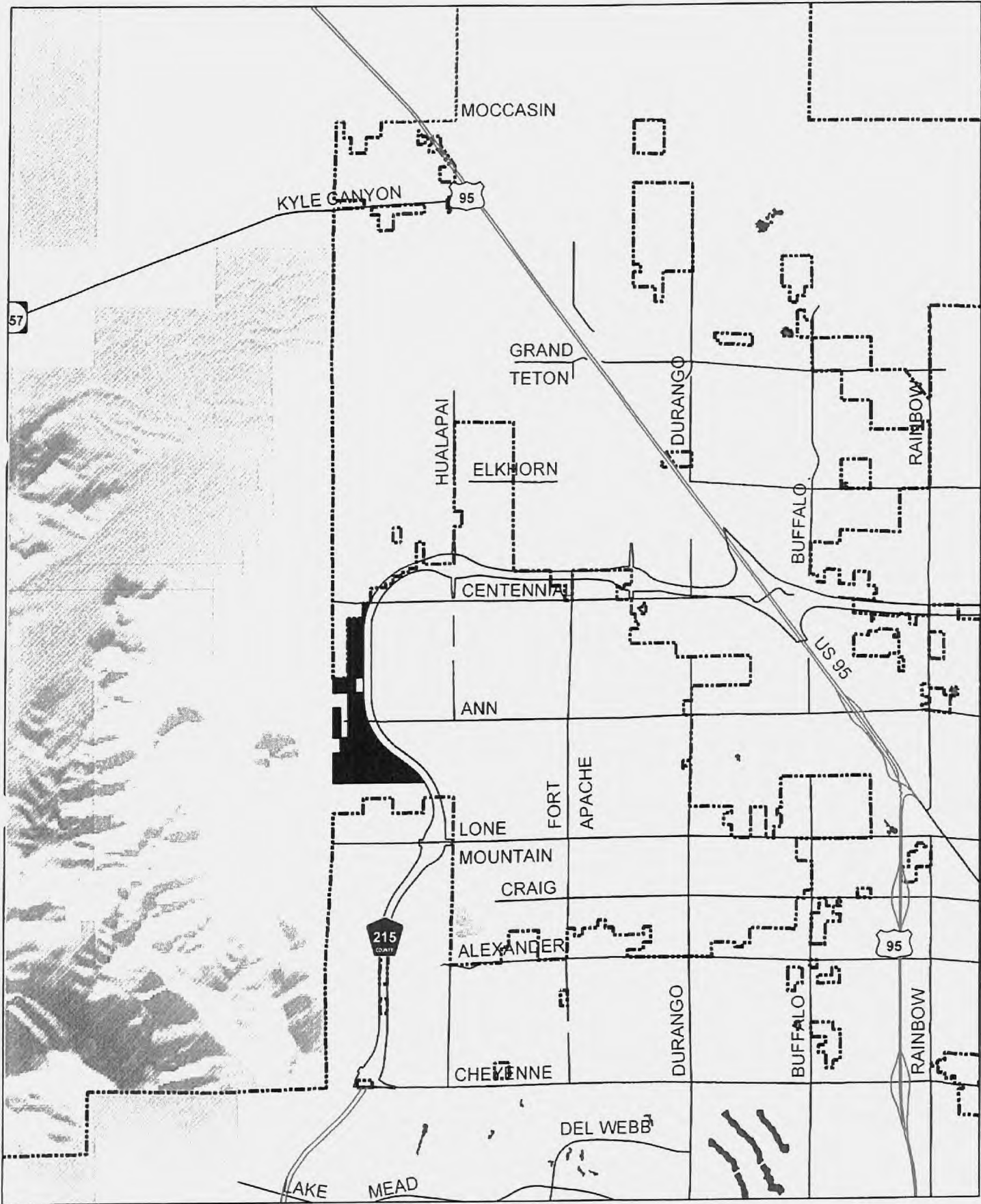
With respect to territory owned by a governmental entity, as referred to in Paragraph (b), the City has received a written statement from the governmental entity indicating that it owns the territory and does not object to the City's annexation of the territory.



SUBJECT PROPERTY



CITY OF LAS VEGAS



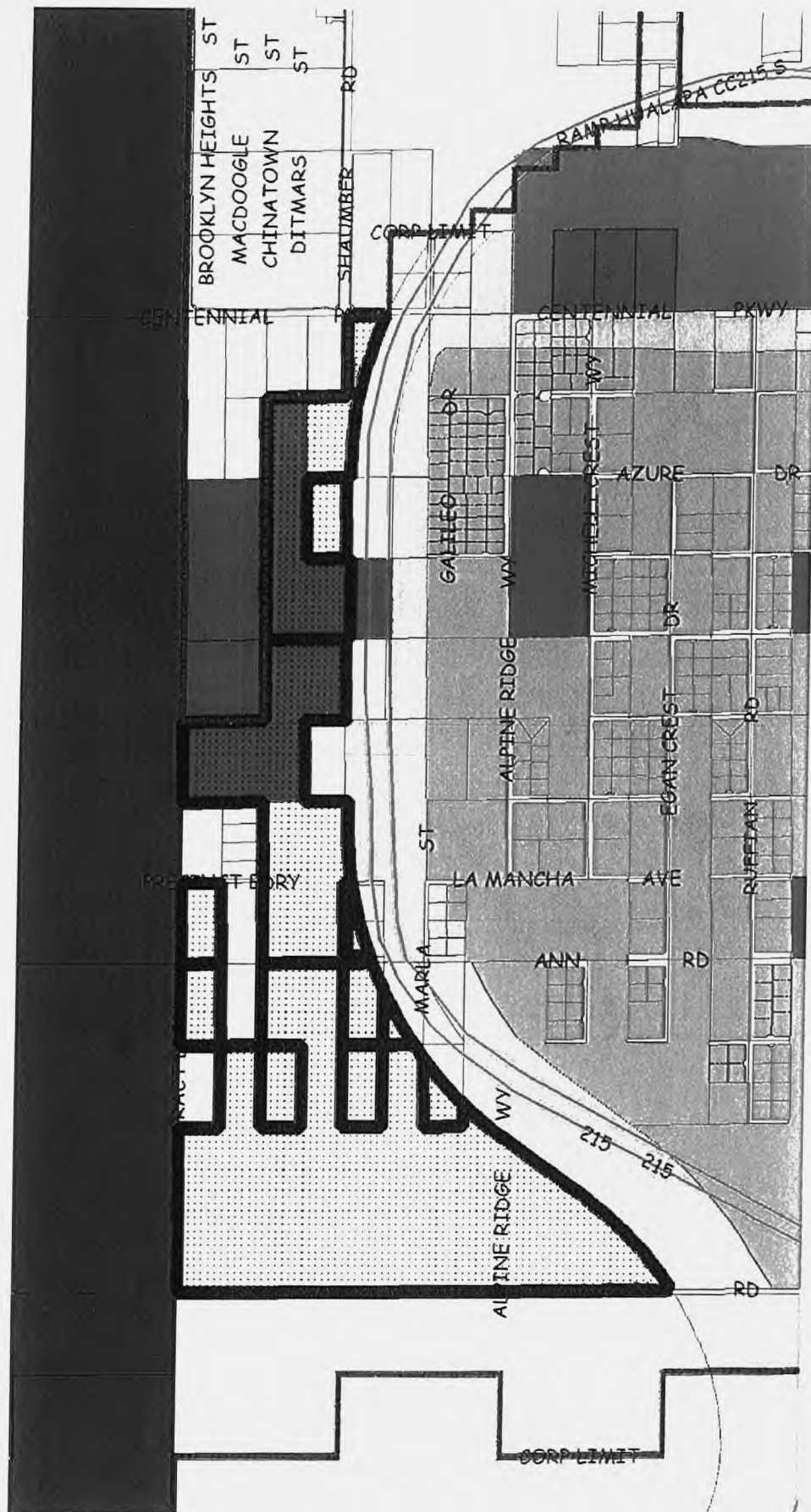
Subject Area



City of Las Vegas



Annexation Area
Location Map



City Land Use Categories

- Rural Neighborhood Preservation - up to 2 du/ac
- Desert Rural - up to 2.49 du/ac
- Rural - up to 3.59 du/ac
- Low - up to 5.49 du/ac
- Medium - Low - up to 8.49 du/ac
- Medium - Low Attached - up to 12.49 du/ac
- Medium - up to 25.49 du/ac
- High - 25.50 or more du/ac
- Office
- Service Commercial
- General Commercial
- Parks/Recreation/Open Space
- Public Facility
- Resource Conservation
- Right - of - Way
- Light Industrial / Research
- Planned Community Development
- Traditional Neighborhood Development
- Town Center

County Land Use Categories

- Rural Neighborhood Preservation - up to 2 du/ac
- Rural Estates - up to 2.5 du/ac
- Rural Density Residential - up to 3.5 du/ac
- Public Facility - Clark County
- Public Lands Management Area
- Planned Community Development



Annexation Area

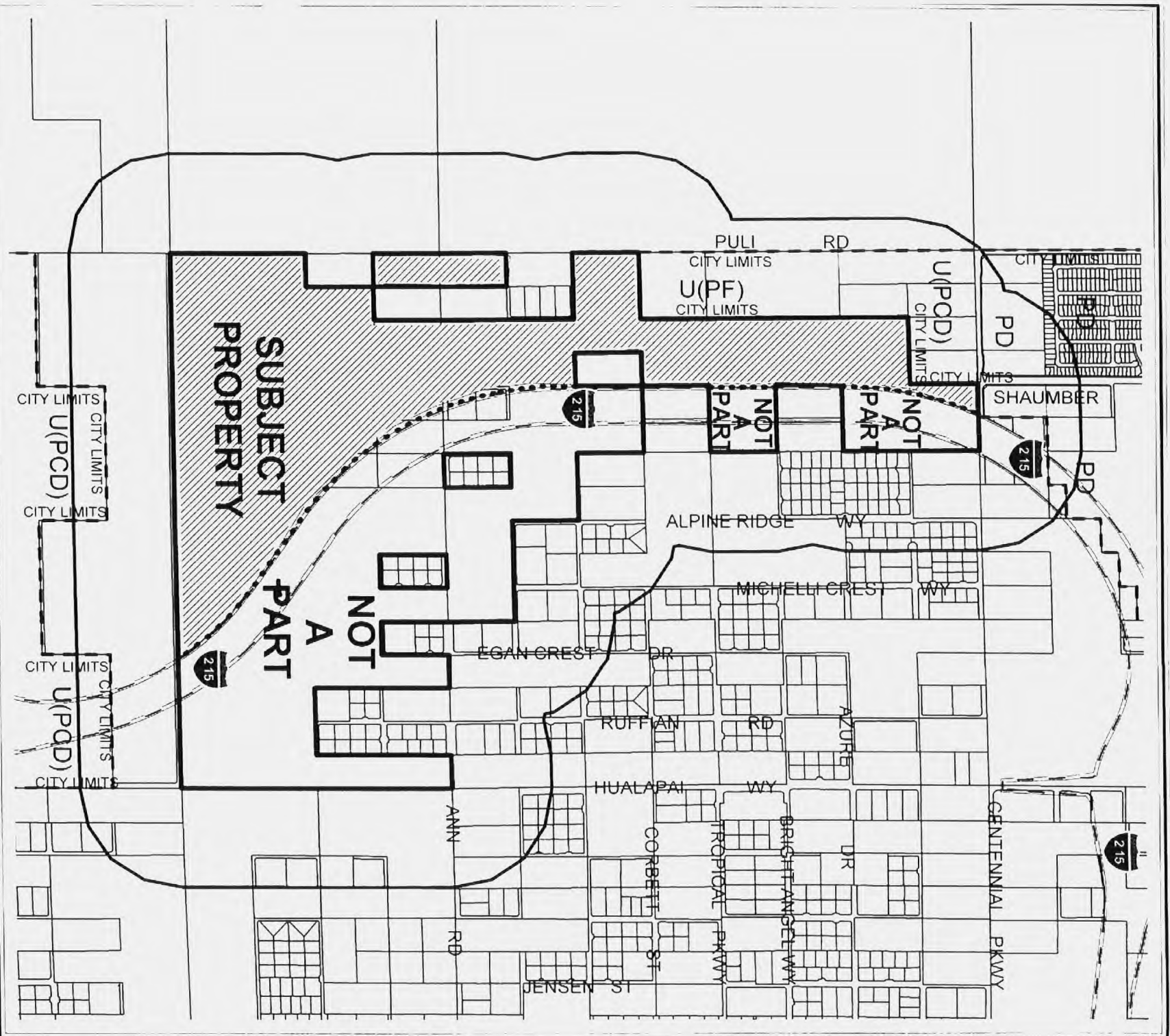


City of Las Vegas Corporate Limits

Annexation Area
Land Use Designation

CASE: ANX-10156
RADIUS: 1000 FT

0 2000 4000 Feet



MEMORANDUM

City of Las Vegas
Department of Public Works
Right-of-Way Design

To: Ed Byrge, Supervisor
Right-of-Way and Real Property Services
Department of Public Works

From: Brian Yu
Right-of-Way Design
Department of Public Works

Date: October 31, 2006

Re: Annexation ANX-10156

1. A legal description for inclusion in the annexation ordinance and an accurate map exhibit for attachment thereto, has been prepared in partial compliance with the requirements of annexation under NRS 268.570 to NRS 268.608, inclusive, and as requested by the Department of Planning and Development for the Annexation ANX-10156.

2. Said map exhibit was prepared under the supervision of a competent surveyor or engineer as required by the provision in NRS 268.600, from the record information in the Office of the County Recorder in Clark County, Nevada and/or the filed information in the Office of the Bureau of Land Management, Department of the Interior of the United States of America, on file in Reno, Nevada and other quasi-public records, as necessary and sufficient to accurately portray the parcels of land to be annexed; said map exhibit does not constitute a Record of Survey as defined by the provisions of NRS 625.340 to NRS 625.380.

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

A.P.N. 126-25-201-002, -003, -009; -301-001; -401-007, -009,
-010, -019; -499-002,
126-36-101-001, -003, -004, -007, -008, -009; -201-001

Reference: Record of Survey in File 160, Page 62 (2006)

Vesting: ANX-10156

Section: W 1/2, SEC 25, AND N 1/2, SEC 36, T19S, R59E, MDM

Street/Subdivision: EAST OF PULI ROAD, WEST OF I-215, SOUTH OF
CENTENNIAL PARKWAY, NORTH OF WASHBURN ROAD

W.A. No. P21400

Cogo:- TM: anx-10156.pro

Requested	eb	Written	byu	Checked	nw	Proofread	nw/byu
			10-23-06		10-30-06		10-31-06

Those portions of the West Half (W 1/2) of Section 25, and the North Half (N 1/2) of Section 36, Township 19 South, Range 59 East, M.D.M., in County of Clark, State of Nevada, as shown on "RECORD OF SURVEY - ANNEXATION PLAT" recorded October 9, 2006 in Survey File 160, Page 62 of Clark County, Nevada Records, described as follows:

BEGINNING at the quarter corner common to Section 35 and Section 36, Township 19 South, Range 59 East, M.D.M.; thence along the west line of the Northwest Quarter (NW 1/4) of said Section 36, North 00°11'22" West 1333.44 feet to the north sixteenth section corner, common to said Section 35 and Section 36; thence departing said west line, North 89°25'29" East 336.75 feet; thence North 00°10'04" West 667.00 feet; thence South 89°22'37" West 337.01 feet returning to said West line; thence along said west line, North 00°11'22" West 666.72 feet to the section corner common to said Section 35 and 36, and to Section 25 and 26; thence along the west line of the Southwest Quarter (SW 1/4) of said Section 25, North 00°25'02" West 665.57 feet; thence departing the west line of said Southwest Quarter (SW 1/4), North 89°16'43" East 337.20 feet; thence South 00°25'23" East 665.87 feet to the south line of the Southwest Quarter (SW 1/4) of said Section 25; thence departing said south line, South 00°10'04" East 667.00 feet; thence North 89°22'37" East

337.01 feet; thence North 00°08'45" West 667.28 feet returning to the south line of the Southwest Quarter (SW 1/4) of said Section 25; thence departing said south line,

No. 06-10-10

Page 2

North 00°25'44" West 1332.33 feet; thence South 89°13'42" West 674.27 feet to the South sixteenth corner common to Section 25 and Section 26; thence along the west line of said Southwest Quarter (SW 1/4), North 00°25'02" West 665.57 feet; thence departing said west line North 89°09'23" East 674.17 feet; thence North 00°25'33" West 666.42 feet to the north line of the Southwest Quarter (SW 1/4) of said Section 25; thence departing said north line, North 00°34'06" West 1335.26 feet; thence North 00°34'04" West 667.27 feet; thence North 89°00'42" East 676.07 feet; thence North 00°30'37" West 667.32 feet to the west sixteenth section corner common to Section 24 and Section 25, Township 19 South, Range 59 East, M.D.M., on the centerline of CENTENNIAL PARKWAY; thence along said centerline and the north line of the Northwest Quarter (NW 1/4) of said Section 25, North 89°00'28" East 317.75 feet to the intersection with the westerly line of the I-215 LAS VEGAS BELTWAY, being the beginning of a non-tangent curve, concave southeasterly, having a radius of 3175 feet, the radial line through said beginning bears North 66°00'47" West; thence southwesterly departing said north line and along the westerly line of said I-215 through a central angle of 24°25'21" and an arc length of 1353.36 feet; thence continuing along said westerly line, South 00°26'08" East 2028.11 feet; thence departing said westerly line, South 89°09'34" West 30.14 feet; thence South 89°09'23" West 337.09 feet; thence South 00°25'48" East 666.84 feet; thence North 89°13'42" East 337.13 feet to the southwest sixteenth section corner of said Section 25; thence North 89°13'00" East 30.15 feet returning to said westerly line of said I-215; thence along said westerly line, South 00°26'08" East 198.29 feet to the beginning of a curve, concave northeasterly, having a radius of 3175.00 feet; thence southeasterly along said westerly line through a central angle of 54°09'51" and an arc length of 3001.46 feet; thence South 54°35'59" East 844.74 feet to the beginning of a curve, concave southwesterly, having a radius of 2825.00 feet; thence southeasterly along said westerly line through a central angle of 20°45'15" and an arc length of 1023.30 feet to the south line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 36; thence along said south line, South 89°29'03" West 57.14 feet to the east sixteenth center section corner of said Section 36; thence along the south line

of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 36, South 89°29'40" West 1348.00 feet to the center quarter corner of said Section 36; thence along the south line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, South 89°29'12" West 1345.71

No. 06-10-10

Page 3

feet to the west sixteenth center section corner of said Section 36; thence along the south line of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, South 89°31'18" West 1344.90 feet to the POINT OF BEGINNING.

The above-described parcel of land contains an area of 10,712,700 square feet or 245.930 acres, more or less.

BASIS OF BEARINGS: South 89°00'28" West being the north line of the Northwest Quarter (NW 1/4) of Section 25, Township 19 South, Range 59 East, M.D.M., as shown on Record of Survey in File 124, Page 94 of Clark County, Nevada Records.

Prepared by:
Brian Yu PLS,
731 S. Fourth Street,
Public Works, City of Las Vegas,
Las Vegas, NV 89101
byu@lasvegasnevada.gov

Those portions of the West Half (W 1/2) of Section 25, and the North Half (N 1/2) of Section 36, Township 19 South, Range 59 East, M.D.M., in County of Clark, State of Nevada, as shown on "RECORD OF SURVEY – ANNEXATION PLAT" recorded October 9, 2006 in Survey File 160, Page 62 of Clark County, Nevada Records, described as follows:

BEGINNING at the quarter corner common to Section 35 and Section 36, Township 19 South, Range 59 East, M.D.M.; thence along the west line of the Northwest Quarter (NW 1/4) of said Section 36, North 00°11'22" West 1333.44 feet to the north sixteenth section corner, common to said Section 35 and Section 36; thence departing said west line, North 89°25'29" East 336.75 feet; thence North 00°10'04" West 667.00 feet; thence South 89°22'37" West 337.01 feet returning to said West line; thence along said west line, North 00°11'22" West 666.72 feet to the section corner common to said Section 35 and 36, and to Section 25 and 26; thence along the west line of the Southwest Quarter (SW 1/4) of said Section 25, North 00°25'02" West 665.57 feet; thence departing the west line of said Southwest Quarter (SW 1/4), North 89°16'43" East 337.20 feet; thence South 00°25'23" East 665.87 feet to the south line of the Southwest Quarter (SW 1/4) of said Section 25; thence departing said south line, South 00°10'04" East 667.00 feet; thence North 89°22'37" East 337.01 feet; thence North 00°08'45" West 667.28 feet returning to the south line of the Southwest Quarter (SW 1/4) of said Section 25; thence departing said south line, North 00°25'44" West 1332.33 feet; thence South 89°13'42" West 674.27 feet to the South sixteenth corner common to Section 25 and Section 26; thence along the west line of said Southwest Quarter (SW 1/4), North 00°25'02" West 665.57 feet; thence departing said west line North 89°09'23" East 674.17 feet; thence North 00°25'33" West 666.42 feet to the north line of the Southwest Quarter (SW 1/4) of said Section 25; thence departing said north line, North 00°34'06" West 1335.26 feet; thence North 00°34'04" West 667.27 feet; thence North 89°00'42" East 676.07 feet; thence North 00°30'37" West 667.32 feet to the west sixteenth section corner common to Section 24 and Section 25, Township 19 South, Range 59 East, M.D.M., on the centerline of CENTENNIAL PARKWAY; thence along said centerline and the north line of the Northwest Quarter (NW 1/4) of said Section 25, North 89°00'28" East 317.75 feet to the intersection with the westerly line of the I-215 LAS VEGAS BELTWAY, being the beginning of a non-tangent curve, concave southeasterly, having a radius of 3175 feet, the radial line through said beginning bears North 66°00'47" West; thence southwesterly departing said north line and along the westerly line of said I-215 through a central angle of 24°25'21" and an arc length of 1353.36 feet; thence continuing along said westerly line, South 00°26'08" East 2028.11 feet; thence departing said westerly line, South 89°09'34" West 30.14 feet; thence South 89°09'23" West 337.09 feet; thence South 00°25'48" East 666.84 feet; thence North 89°13'42" East 337.13 feet to the southwest sixteenth section corner of said Section 25; thence North 89°13'00" East 30.15 feet returning to said westerly line of said I-215; thence along said westerly line, South 00°26'08" East 198.29 feet to the beginning of a curve, concave northeasterly, having a radius of 3175.00 feet; thence southeasterly along said westerly line through a central angle of 54°09'51" and an arc length of 3001.46 feet; thence South 54°35'59" East 844.74 feet to the beginning of a curve, concave southwesterly, having a radius of 2825.00 feet; thence southeasterly along said westerly line through a central angle of 20°45'15" and an arc length of 1023.30 feet to the south line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 36; thence along said south line,

South 89°29'03" West 57.14 feet to the east sixteenth center section corner of said Section 36: thence along the south line of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 36, South 89°29'40" West 1348.00 feet to the center quarter corner of said Section 36; thence along the south line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, South 89°29'12" West 1345.71 feet to the west sixteenth center section corner of said Section 36: thence along the south line of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36, South 89°31'18" West 1344.90 feet to the POINT OF BEGINNING.

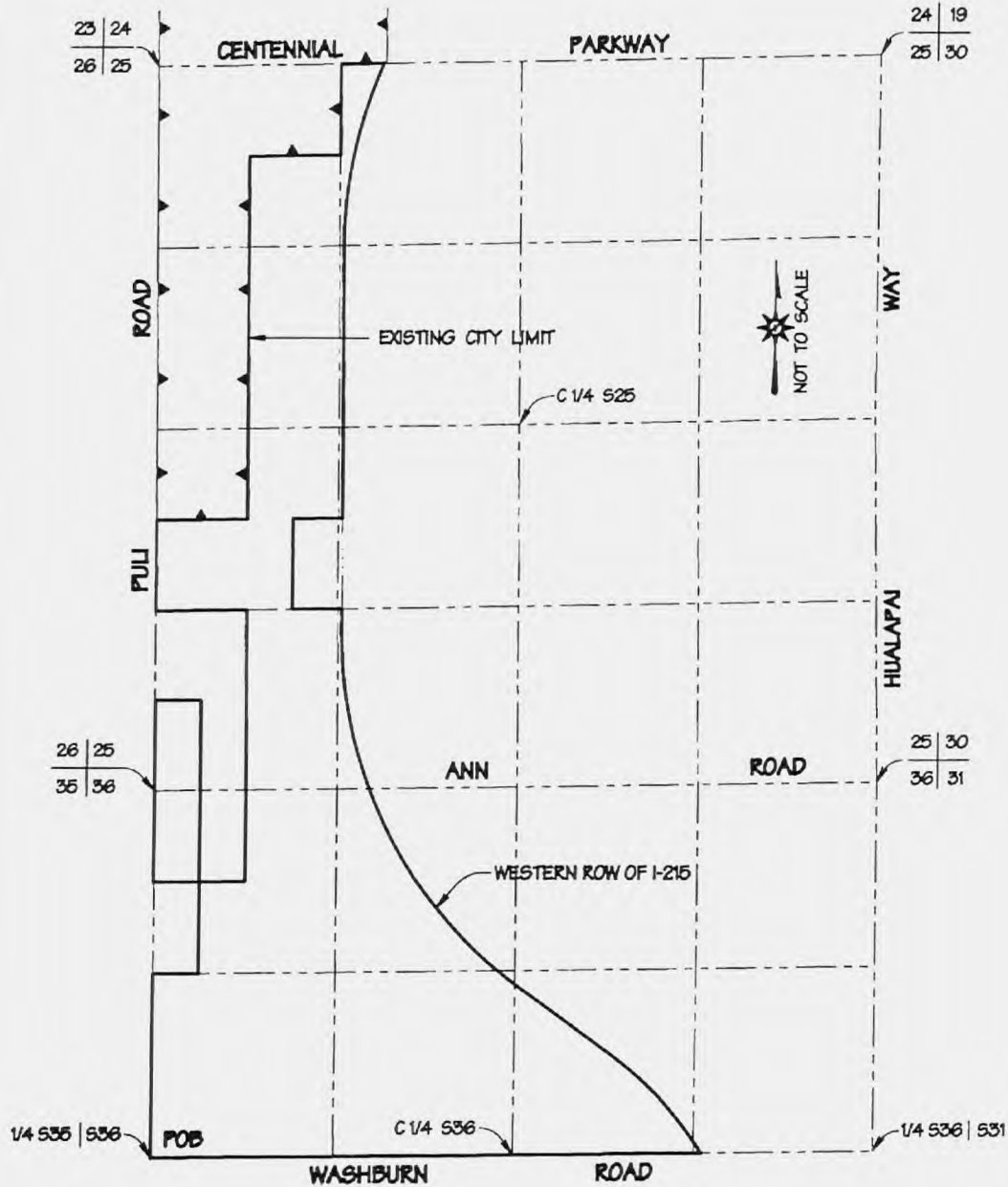
The above-described parcel of land contains an area of 10,712,700 square feet or 245.930 acres, more or less.

BASIS OF BEARINGS: South 89°00'28" West being the north line of the Northwest Quarter (NW 1/4) of Section 25, Township 19 South, Range 59 East, M.D.M., as shown on Record of Survey in File 124, Page 94 of Clark County, Nevada Records.

Prepared by:
Brian Yu PLS,
731 S. Fourth Street,
Public Works, City of Las Vegas,
Las Vegas, NV 89101
byu@lasvegasnevada.gov

A.P.N. 126-25-201-002, -003, -009; -301-001; -401-007, -009,
-010, -019; -499-002,
126-36-101-001, -003, -004, -007, -008, -009; -201-001
ANX-10156

SEC 25, AND N 1/2, SEC 36, T19S, R59E, M.D.M.,



ANX-10156

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

THE MAP EXHIBIT WAS PREPARED PER NRS 268.600 FROM THE DATA ON THE SURVEY MAP IN FILE 160, PAGE 62 OF CLARK COUNTY, NEVADA RECORDS; SAID EXHIBIT IS NOT A RECORD OF SURVEY AS DEFINED BY NRS 625.340 TO 625.380.

RECORD OF SURVEY - ANNEXATION PLAT

BEING PORTIONS OF SECTION 25 AND SECTION 36, TOWNSHIP 19 SOUTH,
RANGE 39 EAST, M.D.M., CLARK COUNTY, NEVADA.

LEGAL DESCRIPTION

BEING A PORTION OF THE WEST HALF (W 1/2) OF SECTION 25 AND A PORTION OF THE NORTH HALF (N 1/2) OF SECTION 36, ALL WITHIN TOWNSHIP 19 SOUTH, RANGE 39 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 35 AND 36, TOWNSHIP 19 SOUTH, RANGE 39 EAST, M.D.M., CLARK COUNTY, NEVADA, THENCE NORTH 00°12'21" WEST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 1333.44 FEET TO THE NORTH SIXTEENTH SECTION CORNER, COMMON TO SAID SECTIONS 35 AND 36, THENCE NORTH 89°23'28" EAST DEPARTING SAID WEST LINE, 136.75 FEET, THENCE NORTH 00°25'04" WEST, 867.00 FEET, THENCE SOUTH 89°23'37" WEST, 337.01 FEET RETURNING TO SAID WEST LINE, THENCE NORTH 00°12'21" WEST ALONG SAID WEST LINE, 888.72 FEET TO THE SECTION CORNER COMMON TO SAID SECTIONS 35 AND 36 AND TO SECTIONS 25 AND 26, THENCE NORTH 00°23'02" WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 845.57 FEET, THENCE NORTH 89°14'47" EAST DEPARTING SAID WEST LINE, 337.10 FEET, THENCE SOUTH 00°23'23" EAST, 885.87 FEET TO THE SOUTH LINE OF SAID SECTION 25, THENCE SOUTH 00°20'04" EAST DEPARTING SAID SOUTH LINE, 867.00 FEET, THENCE NORTH 89°22'37" EAST, 337.01 FEET, THENCE NORTH 00°20'45" WEST, 867.28 FEET RETURNING TO THE SOUTH LINE OF SAID SECTION 25, THENCE NORTH 00°23'44" WEST DEPARTING SAID SOUTH LINE, 1332.33 FEET, THENCE SOUTH 89°23'42" WEST, 874.27 FEET TO THE SOUTH SIXTEENTH SECTION CORNER COMMON TO SAID SECTIONS 25 AND 16, THENCE NORTH 00°23'02" WEST ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 845.57 FEET, THENCE NORTH 89°23'27" EAST DEPARTING SAID WEST LINE, 874.17 FEET, THENCE NORTH 00°23'37" WEST, 886.42 FEET, THENCE NORTH 00°34'06" WEST, 1320.26 FEET, THENCE NORTH 00°34'04" WEST, 867.27 FEET, THENCE NORTH 89°20'47" EAST, 876.37 FEET, THENCE NORTH 00°30'37" WEST, 867.22 FEET TO THE WEST SIXTEENTH SECTION CORNER COMMON TO SAID SECTION 25 AND TO SECTION 26, THENCE NORTH 89°00'38" EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 317.75 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF THE I-15 LAS VEGAS BELTWAY, SAME BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3175.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 89°24'47" WEST, THENCE SOUTHEASTERLY, 1253.36 FEET DEPARTING SAID NORTH LINE AND ALONG SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 24°25'21", THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 06°28'08" EAST, 2028.11 FEET, THENCE SOUTH 89°08'34" WEST DEPARTING SAID WESTERLY LINE, 301.14 FEET, THENCE SOUTH 89°04'23" WEST, 237.08 FEET, THENCE SOUTH 00°23'48" EAST, 666.84 FEET, THENCE NORTH 89°15'48" EAST, 337.13 FEET TO THE SOUTHWEST SIXTEENTH SECTION CORNER OF SAID SECTION 25, THENCE NORTH 89°13'07" EAST, 301.15 FEET RETURNING TO SAID WESTERLY LINE OF THE I-15 LAS VEGAS BELTWAY, THENCE ALONG SAID WESTERLY LINE AS FOLLOWS: SOUTH 00°28'08" EAST, 199.29 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3175.00 FEET, THENCE SOUTHEASTERLY, 3201.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°28'31", THENCE SOUTH 54°35'24" EAST, 844.74 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2825.50 FEET, THENCE SOUTHEASTERLY, 1023.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°45'18" TO THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 36, THENCE SOUTH 89°29'03" WEST ALONG SAID SOUTH LINE, 27.14 FEET TO THE EAST SIXTEENTH SECTION CORNER OF SAID SECTION 36, THENCE SOUTH 89°28'40" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 36, A DISTANCE OF 1340.91 FEET TO THE WEST SIXTEENTH SECTION CORNER OF SAID SECTION 36, THENCE SOUTH 89°28'18" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 36, A DISTANCE OF 1344.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 245.93 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHOD.

SURVEYOR'S CERTIFICATE

1. I, VERNON C. LITTLE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AUTHORIZED BY NEVADA, SECTION 110.01, HAVE:
2. THE LANDS SURVEYED ARE WITHIN SECTION 25 AND SECTION 36, TOWNSHIP 19 SOUTH, RANGE 39 EAST, M.D.M., CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON AUGUST 23, 2006.
3. THIS PLAT COMPLETES WITH THE APPLICABLE STATE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED AND THE SURVEY WAS CONDUCTED ON ADEQUATELY WELL CHARTERED BASIS OF THE PUBLIC ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THE MAP ARE OF THE CHARACTER, NUMBER, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND SUFFICIENT.

VERNON C. LITTLE, P.L.S.
NEVADA LICENSE NO. 13930



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS SOUTH 89°24'47" WEST, BEARING THE BEGINNING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 39 EAST, M.D.M., AS SHOWN ON THAT PLAT OF SURVEY ON FILE AT THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA ON FILE 124 OF SURVEYS, AT PAGE 84.

SURVEY REFERENCES

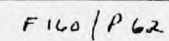
RECORD OF SURVEY, PLS. 88, PAGE 03
RECORD OF SURVEY, PLS. 88, PAGE 04
RECORD OF SURVEY, PLS. 104, PAGE 14
RECORD OF SURVEY, PLS. 115, PAGE 03
RECORD OF SURVEY, PLS. 119, PAGE 01
RECORD OF SURVEY, PLS. 124, PAGE 28
PLAT MAP, BOOK 102, PAGE 02

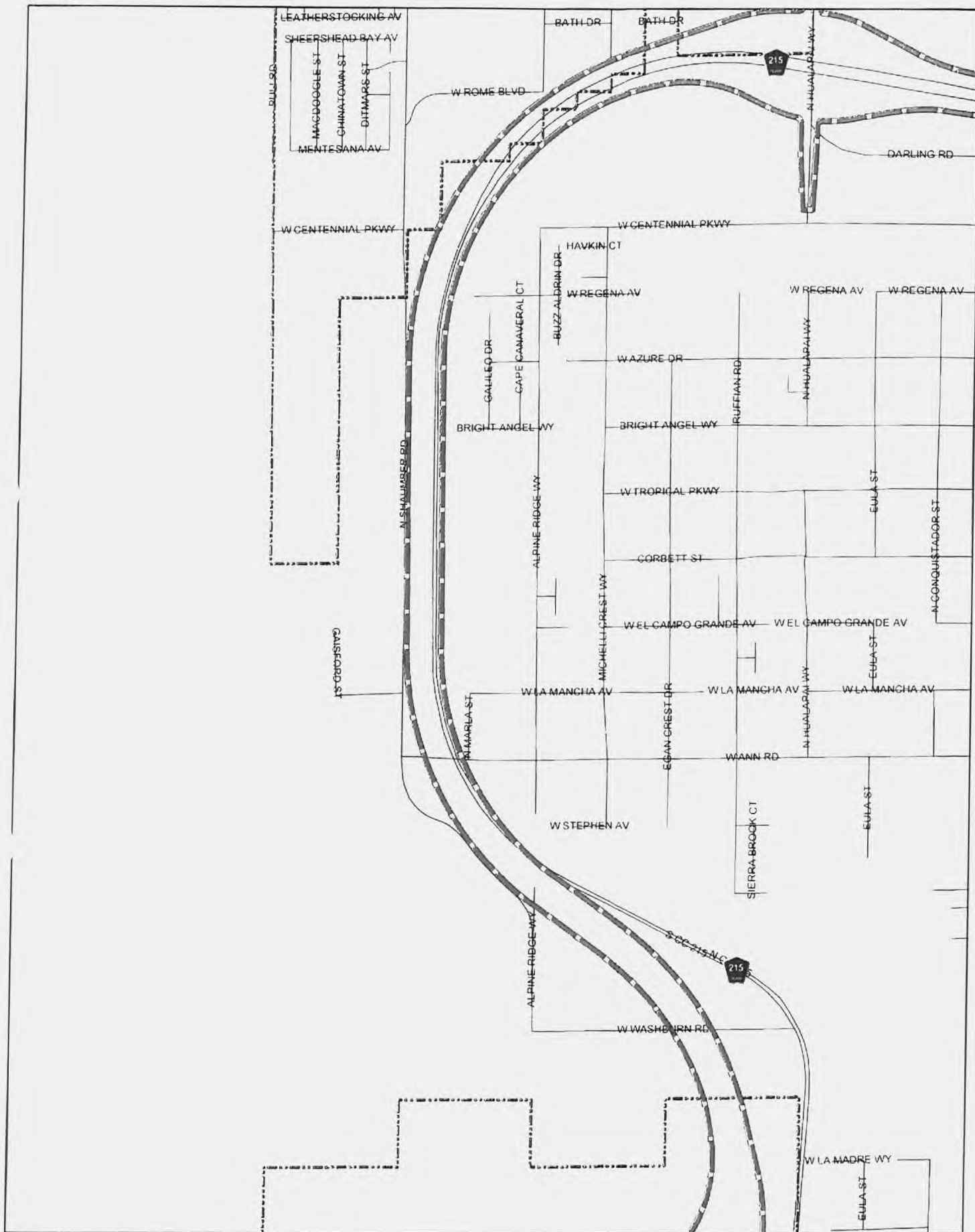
COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE CORRECTED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX, NRS. 218.040.

ANX-10156

CONSULT THE ENGINEER'S & PLUMBER'S & LAND SURVEYORS 1111 SOUTH MAIN STREET, SUITE 100 LAS VEGAS, NEVADA 89102 (702) 875-7200 FAX (702) 862-1001				FILED AT THE REQUEST OF VIN NEVADA LARG 18 08 06 A13514 FILE 180 PAGE 0062 OF SURVEYS CLARK COUNTY, NEVADA RECORDS CLARK COUNTY RECORDER'S OFFICE FILE 8 2108 DEPUTY 306	
RECORD OF SURVEY - ANNEXATION PLAT APPROVED TO THE CITY OF LAS VEGAS UNDER ORDINANCE NO. 10156 BEING PORTIONS OF SECTION 25 AND SECTION 36, TOWNSHIP 19 S. R. 39 E. M.D.M. CLARK COUNTY, NEVADA					
FILE: C-10156	BOOK: 8756	DATE: 8/7/06	SHEET: 1	OF: 2	
AMEND:	REV. BY: SP	REV.			
AMEND: CUREN	REV. BY: VOL				





City of Las Vegas  Future Beltway Alignment

Annexation Case # 10156 - Conceptual Rights-of-way

Printed: 11/1/2006



GIS maps are created and provided only to meet the needs of the City. They are not to be used for any other purpose. Geographic Information System. Planning & Development Dept. 2-225-9500



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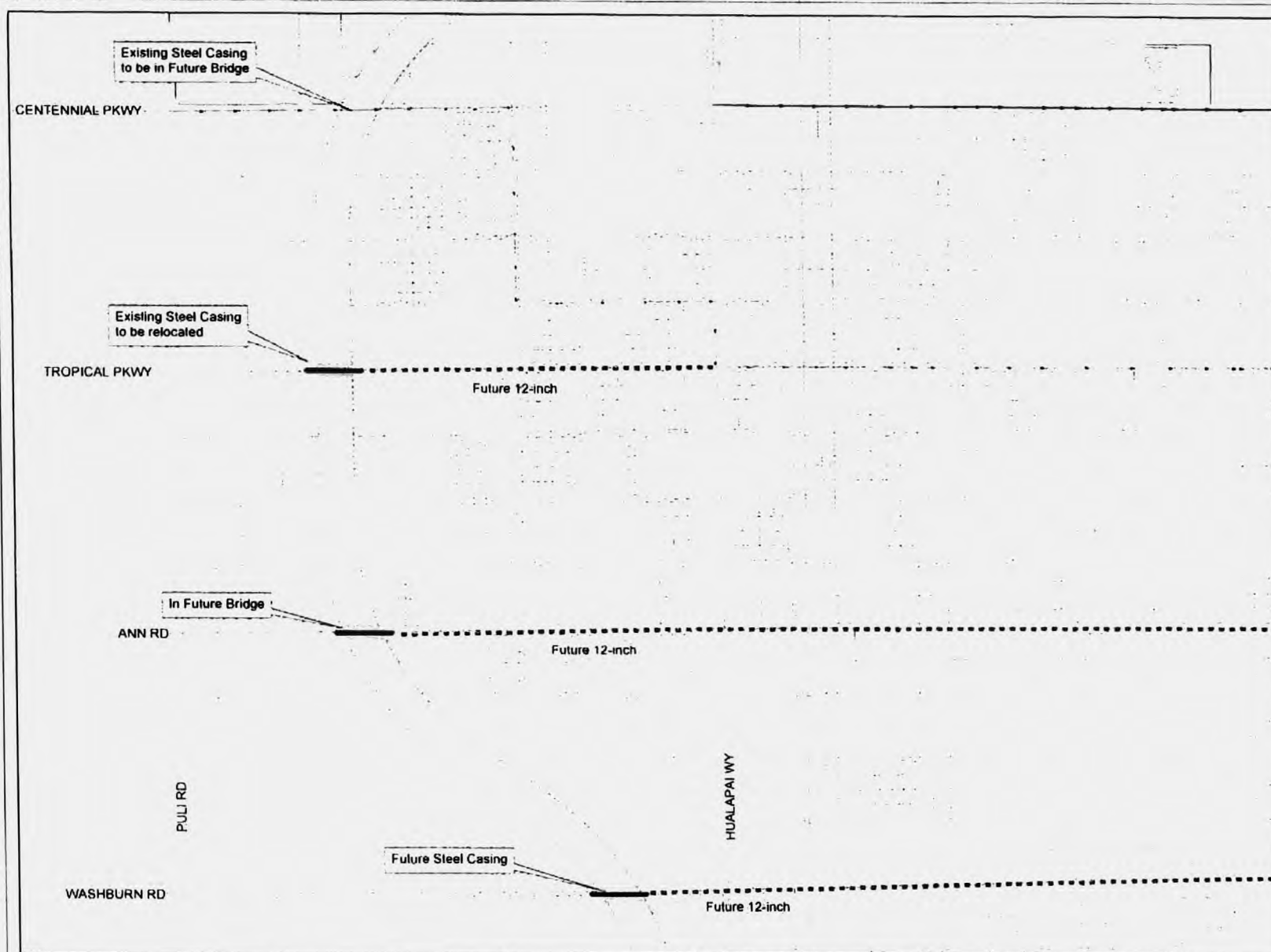


Legend
CLV Sewer Mains

Sanitary Sewers

- Dia. Not Defined
- 10 INCH
- 12 INCH
- 15 INCH
- 18 INCH
- 21 INCH
- 24 INCH
- 27 INCH
- 30 INCH
- 33 INCH
- 36 INCH
- 39 INCH
- 42 INCH
- 45 INCH
- > 45 INCH
- Beltway

- Proposed Interceptor
- Proposed I-215 Crossing



November 21, 2005

ANNEXATION REPORT AREA
SEWER FACILITIES

3203

CENTENNIAL PARKWAY
(PROPOSED) 12" S

(PROPOSED) 8" S

12" S

8" S

8" S

(PROPOSED) 12" S

3090

TROPICAL PARKWAY

SHAUMBER ROAD

2973

ANN ROAD
(PROPOSED) 12" S

PULI ROAD

NORTH

NOTE:
THIS MAP IS FOR PLANNING PURPOSES ONLY.
NO REPRESENTATION IS MADE CONCERNING THE
ACCURACY OF THE DATA DELINEATED HEREIN.

WASHBURN ROAD

ANX - 10156

 Existing Power Lines
 Existing Substations
 Proposed Power Lines
 Proposed Substations
 City Of Las Vegas



Revised June 21, 2006 GPA-12271

Source: Evans & Over Company

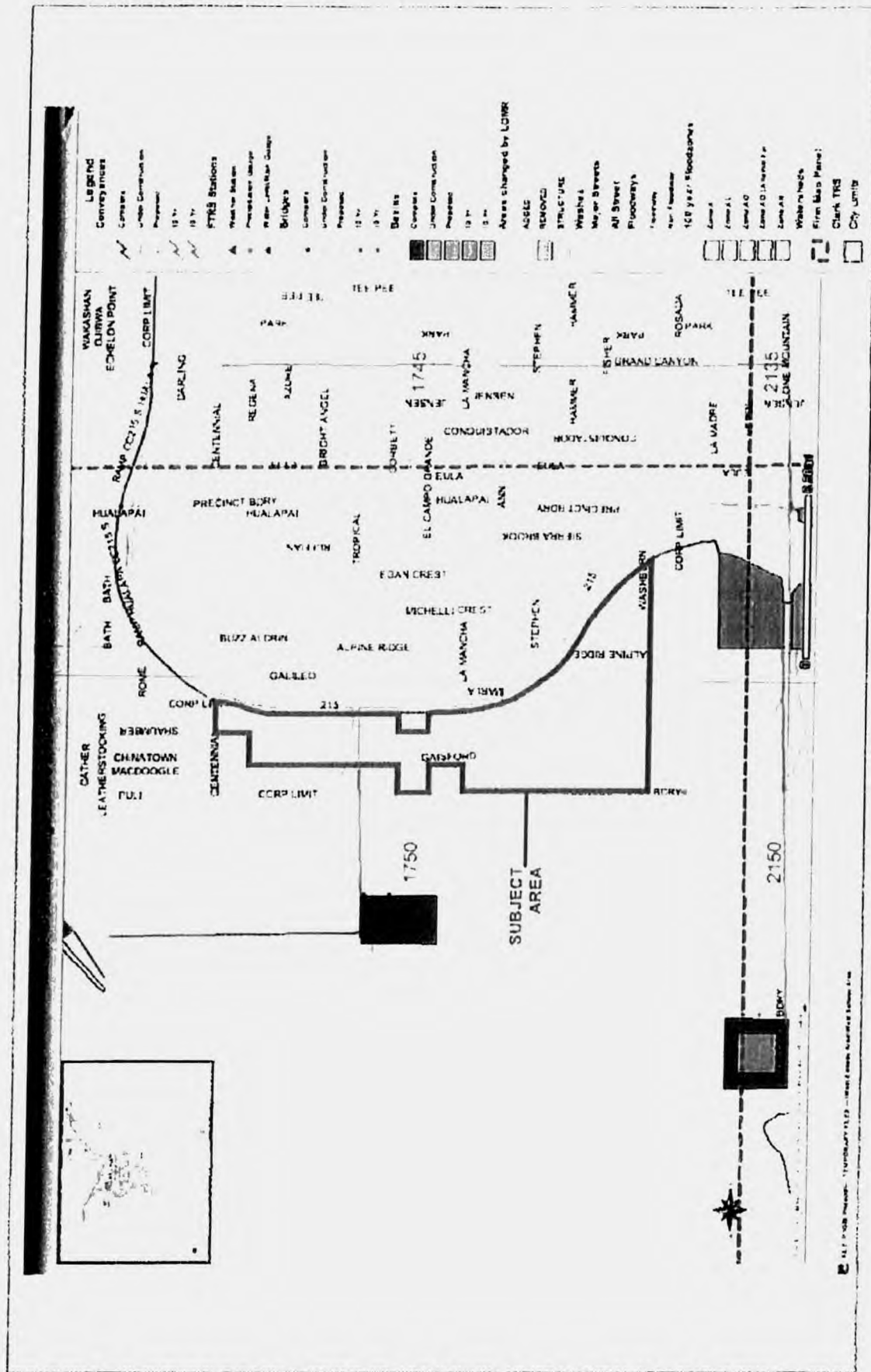
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept
Box 330, 00003

* Filed January 27, 2007

CHEYENNE AVE.



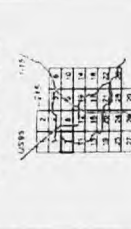




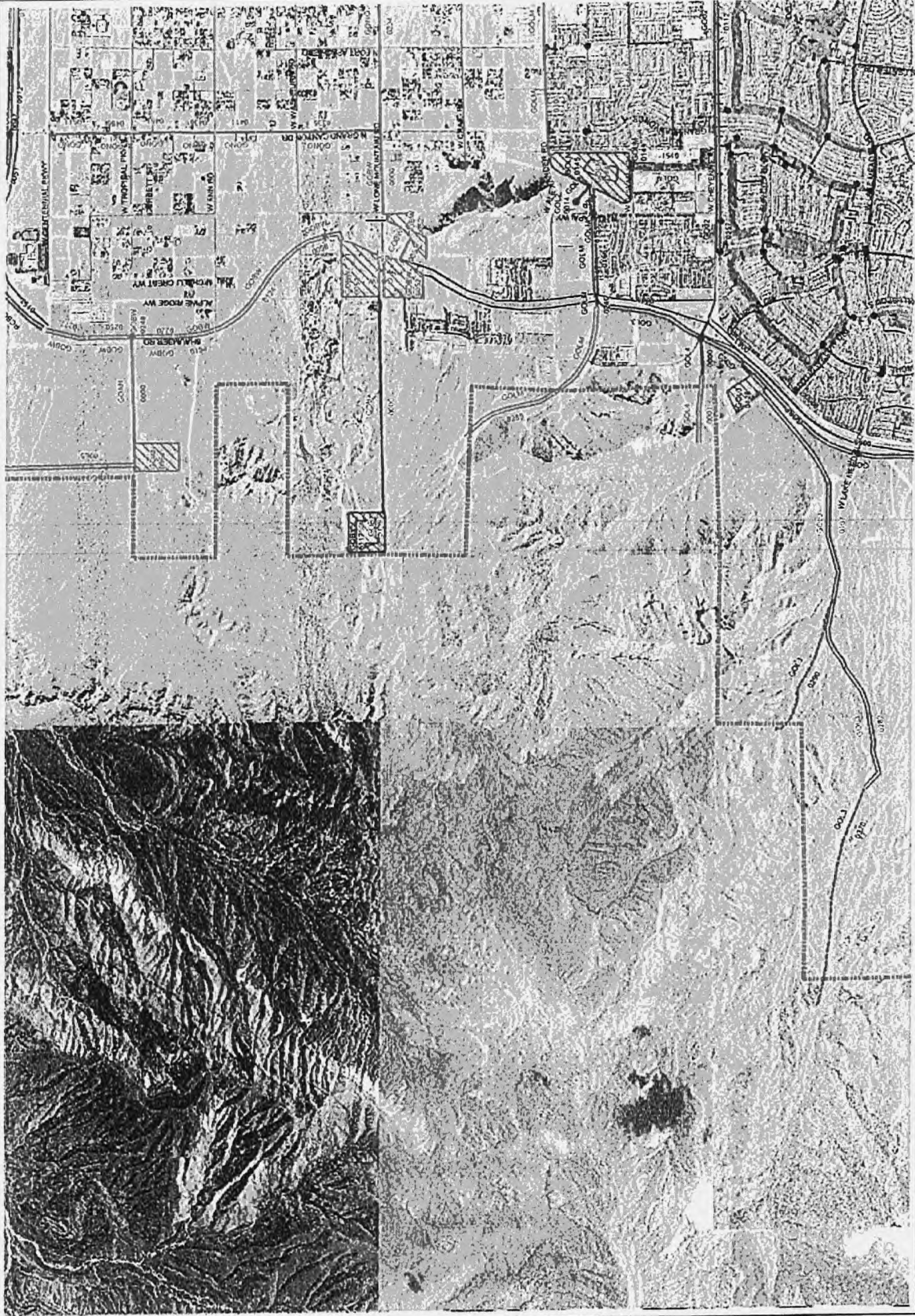
**2002
LAS VEGAS VALLEY
FLOOD CONTROL
MASTER PLAN UPDATE**

LEGEND

- Ultimate Development Boundary
- Existing Facilities
- Category A Proposed Facilities
- Category B Proposed Facilities
- Local Existing Facilities
- Local Proposed Facilities
- Director's Map
- Green
- Bridge
- Pipeline
- Large Channel
- Small Channel
- Natural Wash
- Ditch Separation
- North
- Scale: 1 inch = 300 feet



**FLOOD CONTROL FACILITIES
FIGURE F-7**



ID / River Mile	Status	Facility Description	Length (ft)	Flow (cfs)	HEC-1 Model	HEC-1 Needs	Triad Area (sq mi)	Channel Slope (%)
GO02	1	GOWAN SOUTH FACILITIES (HEYENIE CHANNEL)	1640	4303	GWISC	5.43	7.30	
GO03	2	Conc Chw 10 W 15 D 1.5 SS	4231	2819	GWISC	2.91	4.10	
GO04	3	GOWAN ANN ROAD DETENTION BASIN FACILITIES	1300	166	GWISC	3.71	3.44	
GO05	4	22,231 ch. PMP Spreader	2237	166	GWISC	3.71	3.44	
GO06	5	30' RCP Outlet	100	166	GWISC	3.71	3.44	
GO07	6	338 ac 8' Ann Road Detention Basin	3325	166	GWISC	3.71	3.44	
GO08	7	See Comment Chw 8-W 3 D 4.1 SS	4530	878	GWISC	0.65	2.56	
GO09	8	GOWAN LONE MOUNTAIN SYST BELTWAY	4600	1528	GWISC	1.11	5.67	
GO10	9	Conc Chw 20 W 15 D 2.1 SS	400	1528	GWISC	1.11	5.67	
GO11	10	20' X 8' RCB @ Lake Mead	3000	1528	GWISC	1.11	5.67	
GO12	11	Conc Chw 20 W 15 D 2.1 SS	3000	1528	GWISC	1.11	5.67	
GO13	12	GOWAN BELTWAY WEST	2700	2330	GWISC	0.45	1.86	
GO14	13	60' RCP	3280	2330	GWISC	3.21	1.86	
GO15	14	32' RCP ch. PMP Spreader	100	2330	GWISC	3.21	1.86	
GO16	15	18' RCP Outlet	3760	2330	GWISC	3.21	1.86	
GO17	16	555 ac 8' Lone Mountain-Burns Detention Basin	200	0	GWISC	3.21	1.86	
GO18	17	8' X 8' RCB Collector Pipe Under Lone Mountain Road	200	0	GWISC	3.21	1.86	
GO19	18	Conc Chw 15 W 10 D 1.5 SS	1500	2971	GWISC	2.25	1.54	
GO20	19	Conc Chw 15 W 10 D 1.5 SS	1774	2971	GWISC	1.62	1.84	
GO21	20	Conc Chw 15 W 10 D 1.5 SS	1800	1297	GWISC	4.58	0.31	
GO22	21	Conc Chw 15 W 10 D 1.5 SS	1500	854	GWISC	4.51	0.28	
GO23	22	10' X 8' RCB	100	569	GWISC	4.29	0.38	
GO24	23	Conc Chw 15 W 10 D 1.5 SS	1400	555	GWISC	0.43	0.38	
GO25	24	Conc Chw 15 W 10 D 1.5 SS	1400	555	GWISC	0.43	0.38	
GO26	25	GOWAN BOX CANYON	7000	537	GWISC	0.41	6.55	
GO27	26	60' RCP	2520	537	GWISC	3.41	6.55	
GO28	27	25,020 ac PMP Spreader	100	537	GWISC	3.41	6.55	
GO29	28	18' RCP Outlet	3	537	GWISC	3.41	6.55	
GO30	29	Existing Gravel Pit Capacity Unknown	2520	537	GWISC	3.41	6.55	
GO31	30	320 ac 8' Lone Mountain-Burns Detention Basin	2520	537	GWISC	3.41	6.55	
GO32	31	GOWAN LONE MOUNTAIN SYSTEM BRANCH 2	700	418	GWISC	0.44	1.72	
GO33	32	60' RCP	140	418	GWISC	0.44	1.72	
GO34	33	2' X 10' RCB	500	2937	GWISC	3.36	3.39	
GO35	34	Conc Chw 20 W 15 D 2.1 SS	3400	2937	GWISC	1.81	5.50	
GO36	35	2' X 10' RCB @ Chagrin	350	1784	GWISC	5.52	5.50	
GO37	36	Conc Chw 20 W 15 D 2.1 SS	1750	1784	GWISC	5.52	5.50	
GO38	37	60' RCP	350	1104	GWISC	4.41	4.15	
GO39	38	200 ac 8' Village 26 Detention Basin	3604	3604	GWISC	4.41	4.15	
GO40	39	60' RCP Outlet	370	1104	GWISC	4.41	4.15	
GO41	40	Conc Chw 20 W 15 D 2.1 SS	7400	2864	GWISC	4.41	6.08	
GO42	41	Conc Chw 20 W 15 D 2.1 SS	6600	3607	GWISC	4.17	7.95	
GO43	42	Heyenue Reach 383 W	4300	1442	GWISC	1.65	27.50	
GO44	43	Nature Reach 600 W	7000	2326	GWISC	2.51	6.50	

*The HEC-1 model identifies the controlling concentration point for the associated facility, and is located upstream of this facility due to decreasing peak flow with increasing tributary area caused by storm distribution transitions, depth area reduction factors, or attenuation of flow from routing. **As built or design slopes were used when available. All other slopes are based on existing topography. The user should verify the facility slope listed prior to performing any facility specific analysis.

NOVA ADD/CHG DONE



2002 LAS VEGAS VALLEY FLOOD CONTROL MASTER PLAN UPDATE FACILITY INVENTORY FIGURE F-7

L	E	G	E	N	D
Length (ft)	Flow (cfs)	HEC-1 Model	HEC-1 Needs	Triad Area (sq mi)	Channel Slope (%)
3200	166	GWISC	3.71	3.44	3.44
2237	166	GWISC	3.71	3.44	3.44
100	166	GWISC	3.71	3.44	3.44
3325	166	GWISC	3.71	3.44	3.44
4530	878	GWISC	0.65	2.56	2.56
4000	1528	GWISC	1.11	5.67	5.67
3000	1528	GWISC	1.11	5.67	5.67
2700	2330	GWISC	0.45	1.86	1.86
3280	2330	GWISC	3.21	1.86	1.86
100	2330	GWISC	3.21	1.86	1.86
3760	2330	GWISC	3.21	1.86	1.86
200	0	GWISC	3.21	1.86	1.86
1500	2971	GWISC	2.25	1.54	1.54
1774	2971	GWISC	1.62	1.84	1.84
1800	1297	GWISC	4.58	0.31	0.31
1500	854	GWISC	4.51	0.28	0.28
100	569	GWISC	4.29	0.38	0.38
1400	555	GWISC	0.43	0.38	0.38
7000	537	GWISC	0.41	6.55	6.55
2520	537	GWISC	3.41	6.55	6.55
100	537	GWISC	3.41	6.55	6.55
2520	537	GWISC	3.41	6.55	6.55
700	418	GWISC	0.44	1.72	1.72
140	418	GWISC	0.44	1.72	1.72
500	2937	GWISC	3.36	3.39	3.39
3400	2937	GWISC	1.81	5.50	5.50
350	1784	GWISC	5.52	5.50	5.50
1750	1784	GWISC	5.52	5.50	5.50
350	1104	GWISC	4.41	4.15	4.15
3604	3604	GWISC	4.41	4.15	4.15
370	1104	GWISC	4.41	4.15	4.15
7400	2864	GWISC	4.41	6.08	6.08
6600	3607	GWISC	4.17	7.95	7.95
4300	1442	GWISC	1.65	27.50	27.50
7000	2326	GWISC	2.51	6.50	6.50



GAS LINES

 Proposed Gas Lines
 Existing Gas Lines

~~CENTENNIAL~~ ~~RIKAD~~

BRIGHT ANGEL 14



Geographic Information System

Planning & Development Dept
702-229-8301

Received January 31, 2002

id: planning@prc-ecf.gov&file=plans&as=us&K10156.mxd

ANNEXATION REPORT AREA
WATER FACILITIES

3803

3090

2973

(PROPOSED) 24" W

(PROPOSED) 30" W

CENTENNIAL PARKWAY

12" S

(PROPOSED) 12" W

SHAUMBER ROAD

8" S

TROPICAL PARKWAY

48" W

8" W

48" W

48" W

PULI ROAD

WASHBURN ROAD



NOTE:
THIS MAP IS FOR PLANNING PURPOSES ONLY.
NO REPRESENTATION IS MADE CONCERNING THE
ACCURACY OF THE DATA DELINEATED HEREIN.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Encroachment Request from Gearing Architecture on behalf of 2300 N. Decatur, LLC, owner (northwest corner of Decatur Boulevard and Reiter Avenue) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is for an approximate 2-foot wide area of landscaping on the west side of the sidewalk adjacent to the property located on the west side of Decatur Boulevard extending northward from Reiter Avenue for approximately 51-feet, consisting of trees, shrubs, ground cover and an irrigation system for the proposed Hakimi Retail Center. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Decatur Boulevard)

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

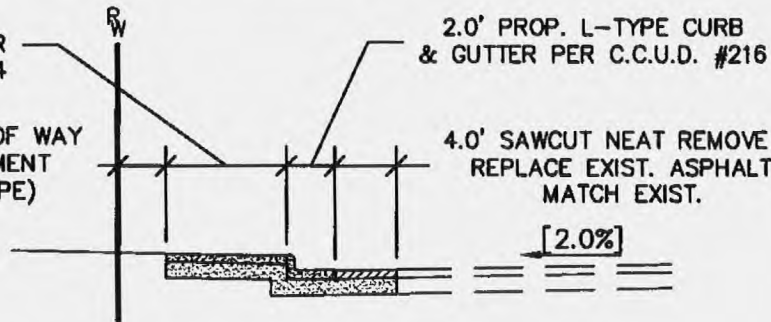
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

EXHIBIT "A"

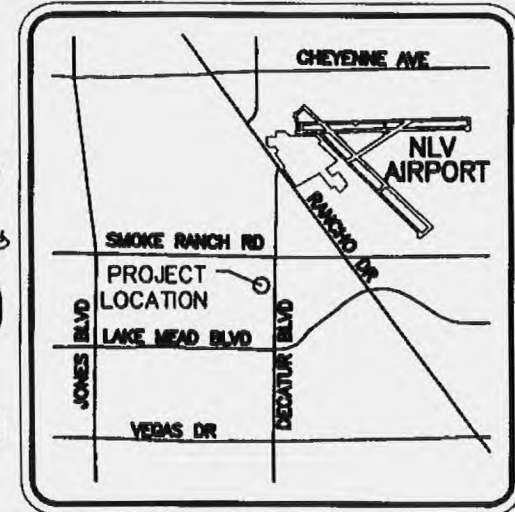
PROP. 5.0'
SIDEWALK PER
C.C.U.S.D. #234

2.0'± RIGHT OF WAY
ENCROACHMENT
(LANDSCAPE)



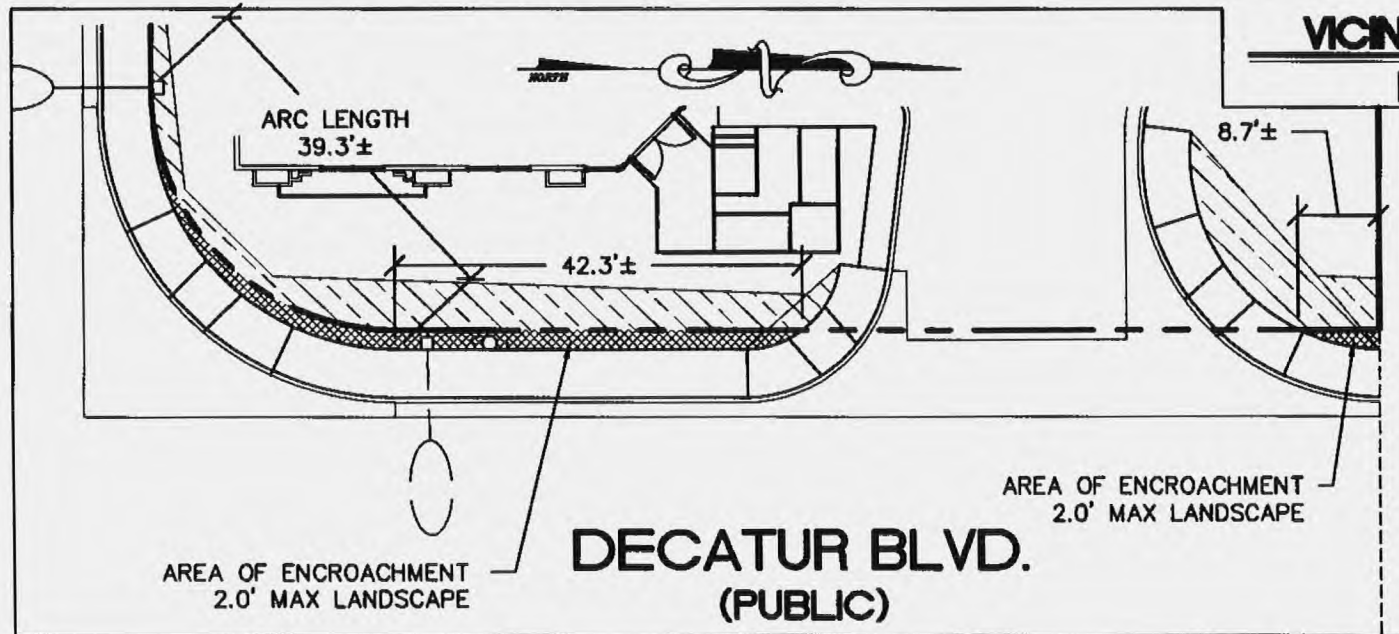
TYPICAL SECTION DECATUR BLVD.

NTS

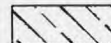


VICINITY MAP

NTS



SIGHT VISIBILITY ZONE =



AREA OF ENCROACHMENT =



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - AMTI Sunbelt, LLP, on behalf of Barbara J. Nelson, owner (northeast corner of Pioneer Way and Ackerman Avenue, APN 125-10-403-007) - County (near Ward 6 - Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This request is to connect a proposed ten single family dwellings located on the northeast corner of Pioneer Way and Ackerman Avenue. The owner proposes to connect to an existing 8-inch sewer line located in Racel Street and Tenaya Way, or the existing 21-inch sewer line in Grand Teton Drive in coordination with the Collection System Planning Department. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted after meeting - Executed Interlocal Agreement No. 465

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 21, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – AMTI SUNBELT, LLP, ON BEHALF OF
BARBARA J. NELSON, OWNER (NORTHEAST CORNER OF PIONEER
WAY AND ACKERMAN AVENUE, APN 125-10-403-007)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 17th day of October, 2006, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by BARBARA J. NELSON, 4.15 acres – vacant land; Parcel No. 125-10-403-007 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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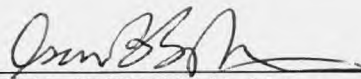
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

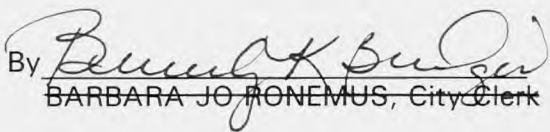
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

CITY OF LAS VEGAS

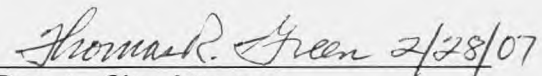
By 
OSCAR B. GOODMAN, Mayor

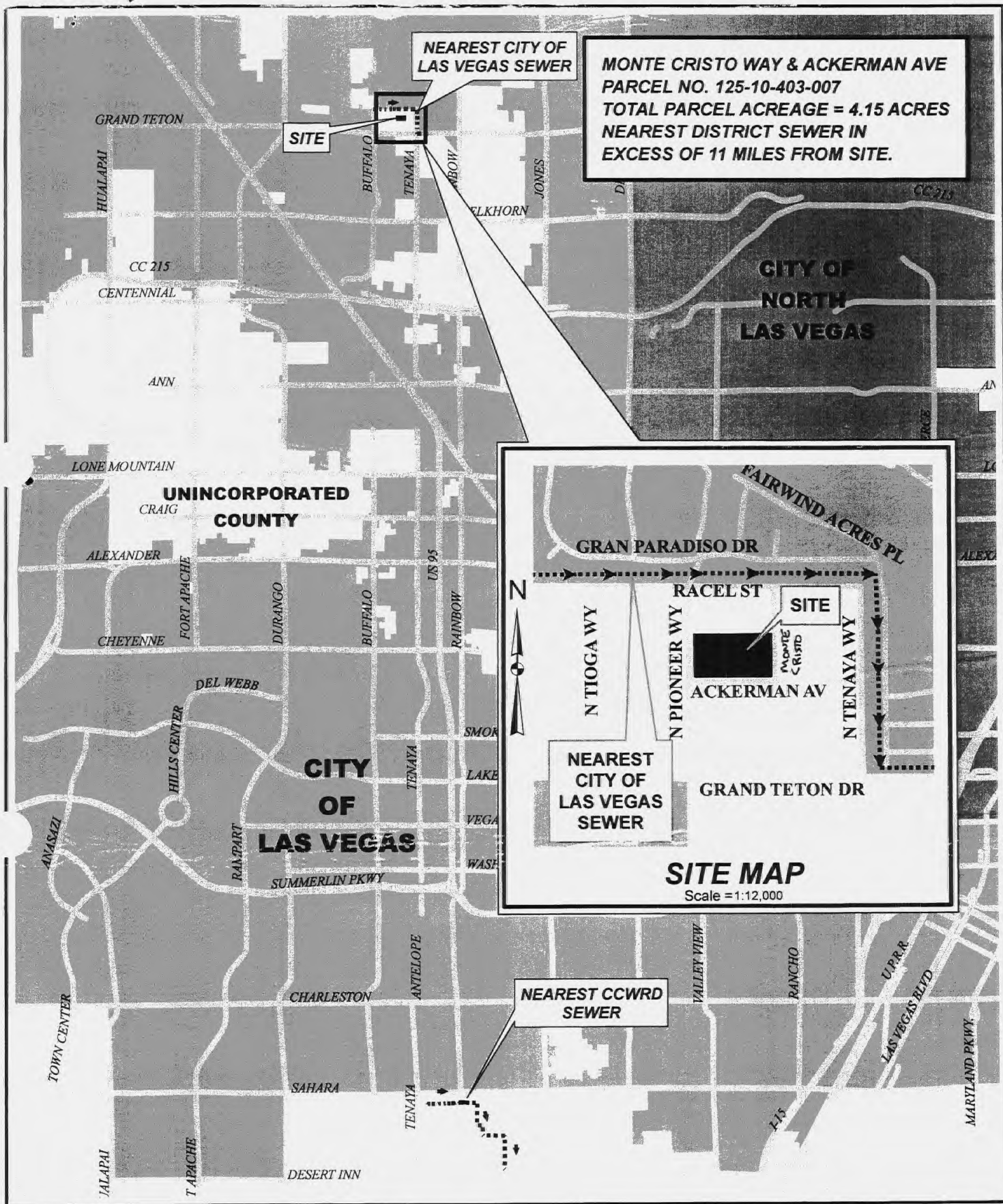
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges, CMC
Acting City Clerk

APPROVED AS TO FORM:

By  2/28/07
Deputy City Attorney
Thomas R. Green



Scale = 1:96,000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of Marlida, Inc., owner (southeast corner of Bright Angel Way and Conquistador Street, APN 125-30-202-007) - County (near Ward 6 - Ross)

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

This request is to connect nine single family dwellings located on the southeast corner of Bright Angel Way and Conquistador Street. The owner proposes to connect to an existing 12-inch sewer line located in Tropical Parkway. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted after meeting – Executed Interlocal Agreement No. 437

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

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

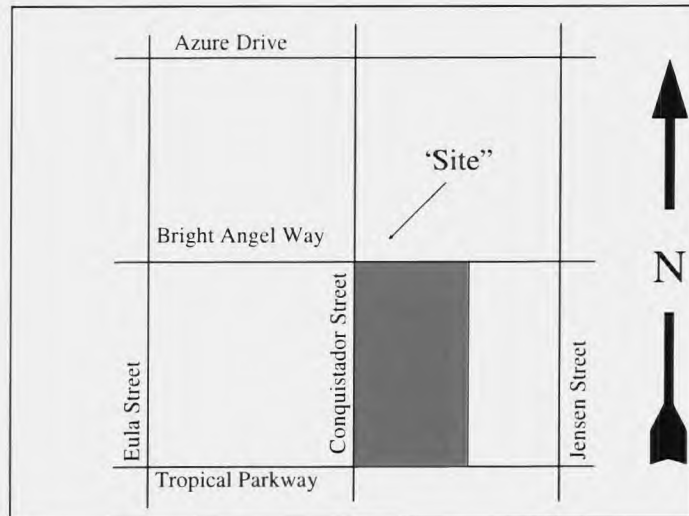
AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 21, 2007

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – TANEY ENGINEERING ON BEHALF OF
MARLIDA, INC., OWNER (SOUTHEAST CORNER OF BRIGHT ANGEL
WAY AND CONQUISTADOR STREET, APN 125-30-202-007)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 28th day of December, 2006, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by MARLIDA, INC., 5.0 acres – vacant land; Parcel No. 125-30-202-007 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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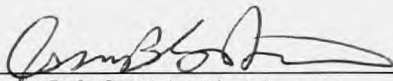
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

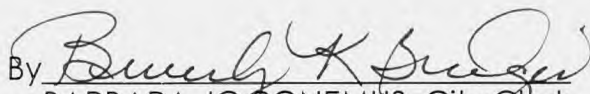
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
RICHARD MENDES, General Manager

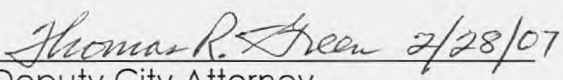
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

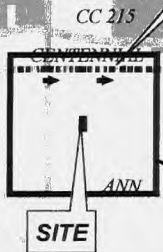
By 
~~BARBARA JO RONEMUS, City Clerk~~

APPROVED AS TO FORM:

By  2/28/07
Deputy City Attorney
Thomas R. Green

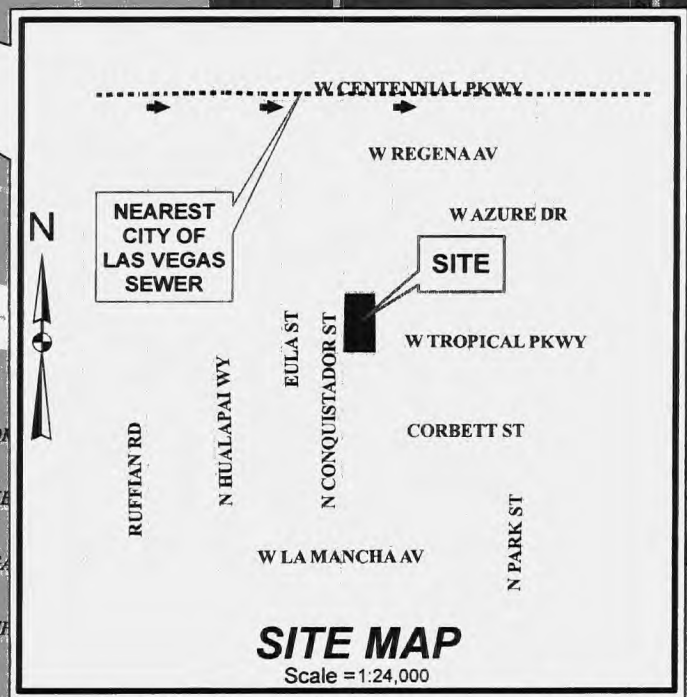
W TROPICAL PKWY & N CONQUISTADOR ST
PARCEL NO. 125-30-202-007
TOTAL PARCEL ACREAGE = 5.0 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7 MILES FROM SITE.

**NEAREST CITY OF
 LAS VEGAS SEWER**



**CITY OF
 NORTH
 LAS VEGAS**

**UNINCORPORATED
 COUNTY**



**NEAREST CCWRD
 SEWER**

**CITY
 OF
 LAS VEGAS**

Scale = 1:96,000



ILA #473 - EXHIBIT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

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 the Northeast Quarter of the Southeast Quarter of Section 32, Township 19 South, Range 60 East, Mount Diablo Meridian, for sewer purposes generally located on the west side of Bonita Vista Street between Durango Drive and Riley Street, APN 125-32-703-012 - County (near Ward 4 - Brown)

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 LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the North Half of the Southwest Quarter of Section 22, Township 20 South, Range 61 East, Mount Diablo Meridian, for a drainage easement located on the west side of Gregory Street, south of Elliott Avenue, APNs 139-22-313-004, 005, 006, 007, 008, 009 and 010 - Ward 5 (Weekly)

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 LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

R-15-2007 - Approval of a Resolution amending Schedule 25-II, 35 MPH speed limits to add the speed limit of 35 MPH on Tenaya Way from Alexander Road to Craig Road - Ward 4 (Brown)

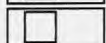
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The Traffic Engineering Division is recommending the speed limit change from 25 MPH to 35 MPH on Tenaya Way from Alexander Road to Craig Road. This portion of Tenaya Way is now fully improved with 2 lanes of traffic in each direction. There are no homes fronting the street. Staff feels that this speed limit is appropriate for this roadway.

RECOMMENDATION:

Traffic and Parking Commission: Approval

Staff: Approval

BACKUP DOCUMENTATION:

1. Map
2. Resolution No. R-15-2007

Motion made by LARRY BROWN to Approve Items 14-26, 28-34 and 36-43 (with COUNCILWOMAN TARKANIAN abstaining on Item 21)

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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



CRAIG RD

SHOPPING CENTER

BLOCK WALL

GLITTERY
STONE AVE

BLOCK WALL

MARKET
MOVER AVE

VACANT
LOT

BLOCK WALL
TENAYA WAY
BLOCK WALL

LARKVALE WAY

BLOCK WALL

COMMERCIAL

BLOCK WALL

ALEXANDER RD

COMMERCIAL



EXISTING 35 MPH

PARK

PROPOSED SPEED LIMIT CHANGE

RESOLUTION

R-15-2007

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following schedule pertaining to TITLE 11 of the City Code be amended as follows:

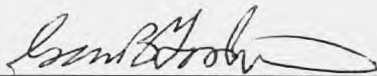
Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Tenaya Way	Gowan Road	Alexander Road

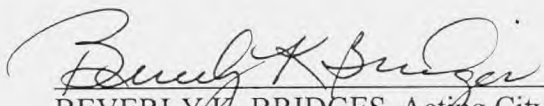
Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Tenaya Way	Gowan Road	Craig Road

ATTEST:



OSCAR GOODMAN, Mayor



BEVERLY K. BRIDGES, Acting City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

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 reported on three major events in the City: the NBA All Star Game, held Presidents Day weekend, was a huge success; the Tennis Channel Tournament at the Darling Tennis Center will commence the weekend of 2/23/2007; and preparations for the Vegas Grand Prix are moving along nicely, with neighborhood meetings being held to ensure the citizens are made aware of the event preparations.

CITY MANAGER SELBY then reported that the Animal Shelter was in crisis status, as determined by the National Humane Society, who found outbreaks of animal viruses in the shelter. However, through intervention by the City, the County and the City of North Las Vegas, the shelter is back in full operation. Unfortunately, high levels of euthanasia were necessary. The various agencies involved will be working together to ensure there are no similar problems in the future.

COUNCILMAN WEEKLY asked CITY MANAGER SELBY to report during the next meeting on possibly providing assistance with the annual AIDS Walk.

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

MAYOR GOODMAN was delighted that the Animal Shelter is back in operation. However, he strongly felt the City is entitled to answers regarding the cause of the crisis, and, given the contractual relationship with the Animal Shelter, a complete assessment should be conducted. COUNCILMAN WEEKLY also requested a more in-depth report. CITY MANAGER SELBY assured the Council that a more in-depth report would be forthcoming with recommended methods to prevent a repeat episode. Lastly, MAYOR GOODMAN gave credit to COUNCILMAN REESE for his quick response to the crisis.

CITY MANAGER SELBY thanked COUNCILMAN WEEKLY for all his efforts during his tenure with the City and wished him well in his career with the County.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY MANAGER'S OFFICE

DIRECTOR: ELIZABETH FRETWELL

☐ Consent ☒ Discussion

SUBJECT:

ADMINISTRATIVE:

Discussion and possible action concerning the status of 2007 legislative issues - All Wards

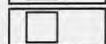
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Staff will report on pending legislation of the 2007 Nevada State Legislature

RECOMMENDATION:

It is recommended that the City Council accept the report and direct staff, if necessary

BACKUP DOCUMENTATION:

None

Motion made by LARRY BROWN to Accept the report

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

CHRIS KNIGHT, Director of Administrative Services, reported on the status of this year's legislative issues. The City introduced three Bill Draft Requests (BDR's) regarding lease purchase agreements for Public Works; City representation on the Nevada Commission on Homeland Security; and off-site improvements for the redevelopment area.

On February 8, 2007, CITY MANAGER SELBY made a presentation to the Assembly Government and Affairs Committee, which is being chaired by ASSEMBLYWOMAN MARILYN KIRKPATRICK, who is very energized. On the same date, a presentation was made to a joint meeting of the Assembly Taxation Committee and the Assembly of Transportation Committee by a blue-ribbon panel that was reviewing State of Nevada Department of Transportation issues. The panel reported that there is a funding shortfall for about ten identified major projects that will require \$950 million just in right-of-way acquisitions. This shortfall is in addition to the current \$3.8 million shortfall.

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

City staff has been meeting with representatives of the cable and telephone industry to discuss issues related to franchise fees, as a bill was introduced that would eliminate franchise fees. Staff is working with the industry to introduce two other bills to address franchise fees, including defining gross revenues and fees derived from advertising.

Proposed Assembly Joint Resolutions 10 and 16 were introduced. Resolution 10 would change voting residency requirements from six months to thirty days, and Resolution 16 would make it more difficult for the State to grant property and sales tax exemptions. Both resolutions would require constitutional amendments.

There are various Senate Bills of great import to the City. SB-3, which proposes to provide death benefits to spouses of firefighters and police officers, regardless of remarriage. Staff was successful in limiting it to spouses of firefighters or police officers killed only in the line of duty. SB-13 restricts local governments from enacting ordinances that would regulate the use of signs held or displayed on City public rights-of-way, which would affect Fremont Street. The Bill was referred to a subcommittee to negotiate a compromise. SB-66 would double the City's tort liability to \$100,000. SB-96 would reduce the amount of and revise the distribution of basic government services tax. This would dramatically impact the City's revenue stream. SB-90 would amend the membership of the Nevada Commission on Homeland Security to include a City member. Also, three senate bills have been introduced regarding Municipal Court administrative assessments, which are not exclusively used to fund Municipal Court activities. The bills would make it difficult for the City to increase fines and would place a burden on Municipal Court staff to administer the funds and collect them for the benefit of others.

Currently, staff is working on language revisions to a BDR that ASSEMBLYWOMAN KIRKPATRICK agreed to sponsor on behalf of the City. The bill would amend the City Charter in four areas: ability to construct affordable housing, utilize traffic hearings masters, appoint a master judge, and other housekeeping items. Language, which is not yet in bill form, has been proposed to eliminate all billboard reviews and to require fair market value payment to the developer for any billboards required to be removed.

Assembly Bills 14, 23 and 81 pertain to increased penalties for graffiti, including penalties for individuals in possession of tools used for graffiti. AB-23 proposes to revoke driver licenses of individuals convicted of doing graffiti and would impound any vehicles involved. AB-81 makes it a gross misdemeanor for graffiti damage between \$250 and \$1,000 and an E-class felony for graffiti damage over \$1,000.

On March 1, 2007, City staff will be making a presentation to the Joint Committee of the Assembly of Transportation and Assembly of Taxation related to the City's transportation projects.

In closing, MR. KNIGHT stated that the City is tracking 170 of the 253 bills that have been introduced. As always, staff would endeavor to mitigate any negative impacts to the City and would keep the members of the Council apprised.

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

COUNCILWOMAN TARKANIAN asked MR. KNIGHT to provide her with a list of salient points regarding billboard and graffiti bills. MR. KNIGHT indicated that he would provide that information.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY MANAGER

DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:

ADMINISTRATIVE:

Report and possible action on direction to staff for the 2007 Federal Public Lands Legislative Agenda - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Staff will provide an outline of the 2007 Federal Public Lands Legislative Agenda

RECOMMENDATION:

It is recommended that the City Council approve the 2007 Federal Public Lands Legislative Agenda

BACKUP DOCUMENTATION:

2007 Federal Public Lands Legislative Agenda

Motion made by LARRY BROWN to Approve

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 1

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

NOTE: MAYOR GOODMAN disclosed that one of his sons has signed an employment contract with the Nevada Cancer Institute as an oncologist, but he did not feel that would affect his ability to vote on this matter.

Minutes:

CHRIS KNIGHT, Director of Administrative Services, outlined the 2007 Federal Public Lands Legislative Agenda. He noted the City was successful last year in acquiring eight acres for the expansion of Ed Fountain Park.



CITY OF LAS VEGAS
2007 FEDERAL PUBLIC LANDS
LEGISLATIVE AGENDA

City of Las Vegas 2007 Federal Public Lands Legislative Agenda for the 110th Congress

The public lands agenda for the City of Las Vegas is comprised of the following legislative proposals in priority order:

1. The City supports the reintroduction of the Nevada Cancer Institute Expansion Act.

Justification: the City worked closely with the Nevada Congressional delegation in 2006 to develop legislation to transfer approximately 80 acres of BLM land to the City, at no cost, for the purposes of developing a Nevada Cancer Institute facility, a park, a flood control project, a LVVWD pumping facility, and associated commercial enterprises. The land in question was patented to the City as part of the Angel Park conveyance, and legislation is needed to authorize a new use for the property. The Nevada Cancer Institute Expansion Act (S. 4088/H.R. 6383) was introduced in the final days of the 109th Congress by Senator Ensign and Rep. Berkley, and the City supports its reintroduction in the 110th Congress.

2. The City supports amending SNPLMA to promote the development of affordable housing.

Justification: the SNPLMA allows for lands to be made available for affordable housing purposes at less than fair market value. The BLM and HUD have worked together to develop approval guidelines to make lands available for affordable housing. Housing values in Southern Nevada have escalated to a level that affordable housing is becoming non-attainable, even with greatly discounted land values. The sale of BLM lands for development has resulted in values approaching \$300,000 per acre. The City supports the modifications to the SNPLMA affordable housing provisions contained in S. 3772 as introduced in the 109th Congress.

3. The City supports amendments to the existing disposal boundary of the SNPLMA to further the future growth and development of the City of Las Vegas.

Justification: The Clark County Public Lands Act of 2002 included approximately 12 square miles of land added to the disposal boundary in the northern portion of the Las Vegas Valley. These lands were annexed to the City of Las Vegas with the intent of providing future growth opportunities for the City. A subsequent recommendation of the BLM through the EIS process for a Conservation Transfer Area, due to environmental and archeological concerns, has the potential to eliminate the majority if not all of those lands anticipated for development. Opportunities exist on the west side of the Las Vegas Valley between the current corporate boundaries of the City and the Red Rock National Conservation Area for lands to be developed that are currently vacant or used for sand

and gravel extraction. Examination of other sources for sand and gravel extraction in the Las Vegas Valley may prove that a plentiful source exists in lieu of these existing pits and this area could be used for development. The Paiute Indian Tribe of Southern Nevada has expressed strong interest in allowing for the sale and development of a major portion of the existing Reservation Lands in the Northwest portion of the Valley. These lands can only be serviced by the City of Las Vegas with municipal services needed for development. The lands are not currently within the SNPLMA disposal boundary. These on-going proposals and opportunities present possible scenarios which would justify an amendment to the disposal boundary of the SNPLMA and preserve the future growth and development of the City of Las Vegas.

4. The City seeks authorization to use private contractors to manage City-owned facilities located on lands acquired by the City through (a) the Recreation and Public Purposes Act (R&PP) and (b) the Parks, Trails and Natural Areas (PT&NA) funding category of the Southern Nevada Public Land Management Act (SNPLMA).

Justification: the City has long attempted to take full advantage of public-private partnerships when developing public facilities on lands acquired through the R&PP process or through the use of SNPLMA funds. For example, on the City has successfully partnered with the non-profit YMCA for the operation and maintenance of a community center and with a private, for-profit organization for the operation and maintenance of an 18-hole public golf course, both on R&PP leased land. Each of these ventures has provided the City with a cost-effective means of developing and maintaining two excellent public facilities that serve the residents of the northwest portion of the valley.

The BLM is now telling the City, on the advice of the Solicitor's office, that they no longer have the authority to permit these types of public-private partnerships. A recent example has been an effort by the City to develop a Neon Museum and Park on land owned by the City and land acquired by the City with SNPLMA funds. The City is acquiring two parcels adjacent to the existing Neon Museum that include a residential duplex located on each parcel. As part of the project development, the City submitted a proposal to BLM to retain one of the duplex buildings for use as an administrative office and a small concession area for the museum. The BLM determined that no private commercial uses (the concession area and museum offices) could be permitted on the properties acquired with SNPLMA funds.

5. The City requests that the BLM be granted authority under SNPLMA to dispose of lands for non-residential, economic development purposes.

Justification: the current SNPLMA land sale process often results in federal parcels being sold for amounts far in excess of the appraised fair market value. These parcels are developed mainly for residential purposes because of the high profit margins associated with that type of development. Consequently, the City has found it increasingly difficult to attract small business development, such as a technology park, on land sold through

the SNPLMA auction process. The City supports amending SNPLMA to authorize land sales exclusively for non-residential purposes. This type of land use restriction should have the effect of reducing the fair market value of the land in question so that small business development is more economically feasible.

6. The City supports a directive to the BLM, or the appropriate amendments introduced to the Recreation and Public Purpose regulations and the SNPLMA, to allow for the transfer of title to certain public lands patented through the R&PP process to the affected local governmental entities in order to address federal restrictions and regulations concerning the operation and maintenance of those facilities.

Justification: the City and other local governmental entities, including the Regional Flood Control District, develop and operate public facilities, such as water treatment plants and flood control detention basins, on R&PP leased land. Because of the BLM's reversionary interest in these lands, the local governmental entities are required to operate their public facilities as if they were located on federal land. For example, the Regional Flood Control District must dispose of materials derived from the excavation of a flood control detention basin. Federal regulations require that the excavated material be deposited on "other federal lands." This requirement often results in excessive costs for a public project for the transporting of this material for several miles to an acceptable site, when other private sites are located adjacent to the project that would accept the material. The City faces similar problems related to the operation and maintenance of its water treatment facilities that are located on R&PP leased land. The City is required to treat its wastewater with various chemicals in order to meet federal environmental protection standards, yet it is prohibited from storing those very chemicals on site because it would then be in violation of federal land management regulations.

7. The City seeks authorization to use SNPLMA funds for capital improvements that directly benefit PT&NA funded projects.

Justification: the SNPLMA authorizes federal land managers to utilize proceeds in the special account for capital improvements at areas they administer around the valley. Such projects include construction of a new visitor center at the Red Rock Canyon National Conservation Area (BLM), construction of the Kyle Canyon Visitor and Interpretation Center (Forest Service), construction of the Lake Mead Hatchery Visitor Center (National Park Service), and construction of the Desert National Wildlife Refuge Visitor Center (USFWS). Units of local government are not authorized to use SNPLMA funds for capital improvement projects such as visitors centers, community centers, and recreation centers, although they have a need similar to that of the federal agencies to develop these types of facilities within their larger regional parks. These facilities serve an important function in providing services for our valley residents and visitors, and they should qualify for funding under SNPLMA.

8. The City seeks authorization to use SNPLMA funds for the operation and maintenance of PT&NA funded projects.

Justification: the PT&NA category through 5 rounds of funding has resulted in the approval of 99 projects and a total investment of \$435 million. To date, no monies have been allocated to the units of local government for the operation and maintenance of this investment.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding the Real Property Purchase and Sale Agreement with Blake Thompson for real property generally located at 328 North 7th Street (\$549,900 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$549,900

Funding Source: City Facilities Capital Projects Fund

Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:

The acquisition of this property is part of the ongoing land assemblage located directly east of City Hall. This is a willing seller/willing buyer transaction. The Site consists of 0.16 acres identified as APN: 139-34-512-050 or commonly known as 328 North 7th Street. The sales price is based on a price of \$78.27 per square foot.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

Real Property Purchase and Sale Agreement

Motion made by LAWRENCE WEEKLY to Approve

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 1

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

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, went over the Subject and Purpose/Background sections. He added that this property is immediately adjacent to City property and is being sold at a good price, which makes it easy for the City to sell later for redevelopment, should the site not be suitable for the intended arena.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, entered into this 21ST day of February, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and BLAKE THOMPSON (hereinafter the "Seller"):

WITNESSETH:

WHEREAS, the Seller owns certain real property located adjacent to the southeast corner of 7th Street and Mesquite Avenue, commonly known as 328 North 7th Street also identified as APN: 139-34-512-050 (hereinafter the "Site"); and

WHEREAS, the Seller desires to sell to the City and the City desires to purchase the Site from the Seller, and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Site.

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

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms by which the City shall purchase the Site from Seller as hereinafter described.

2. THE SITE

The Site consists of 0.16 acres, identified with APN: 139-34-512-050, and is generally depicted in Exhibit A and described in Exhibit B, both of which are attached hereto and incorporated herein by this reference. The Site consists of improved land and residential units to which the utilities, infrastructure and all off-site improvements (excluding sidewalks and driveways) are available.

3. GENERAL SCOPE OF ACQUISITION

By executing this Agreement, the Seller agrees to sell and the City agrees to purchase the Site as described in Section 2 above.

4. ACQUISITION OF SITE

The Purchase Price for the Site is Five Hundred and Forty-Nine Thousand and Nine Hundred Dollars (\$549,900.00) (hereinafter "Purchase Price"). The entire Purchase Price for the Site is due and payable at or before the close of escrow as described in Section 8 below.

5. GENERAL REPRESENTATIONS

The City and the Seller each represent and warrant that:

- a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;
- b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Seller as provided in this Agreement;
- c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement.

6. EARNEST MONEY DEPOSIT

Immediately upon its execution of this Agreement, the City shall deliver to the Escrow Agent (as defined in Section 8 below) a deposit (the "Earnest Money Deposit") in the amount of Five Thousand Dollars (\$5,000.00).

Upon fulfillment of all conditions necessary to enable escrow to close with respect to the Site, the Earnest Money Deposit shall be applied toward the purchase of the Site.

7. ACQUISITION AND CONVEYANCE

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the Seller agrees to convey to the City the Site in accordance with this Agreement. Except as otherwise specifically provided, the parties shall each pay one half of all closing and escrow costs related to the conveyance of the Site to the City, including title insurance premium, title company and closing costs.

8. ESCROW

The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo, (702) 251-5106 as escrow agent (the "Escrow Agent"), immediately after the effective date of this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Seller, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Seller shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this

Agreement relating to Escrow Agent in writing, delivered to the City and to the Seller upon the opening of the escrow, shall carry out its duties as Escrow Agent hereunder. For purposes of opening and closing escrow, amending any terms of the Agreement other than the Purchase Price, executing any documents other than deeds, the City's Director of the Office of Business Development, Scott Adams or his written designee, is authorized to represent the City in this matter.

The Seller shall timely and properly execute, acknowledge and deliver to the Escrow Agent the Grant, Bargain & Sale deed conveying title to the Site in accordance with this Agreement in the form attached hereto as **Exhibit C**.

Upon delivery of the deed to the Escrow Agent by the Seller and upon delivery by the City of the Purchase Price pursuant to this Agreement, the Escrow Agent shall record such deed when title can be vested and title insurance as required by Section 14 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall confirm that the City is exempt from paying any transfer tax with respect to the acquisition of the Property.

The Escrow Agent is authorized and instructed to:

a. As soon as possible following opening of escrow, provide a preliminary title report ("PTR") for the Site. Thereafter, the City shall have 20 (twenty) days from receipt thereof in which to accept, reject or request modification of the PTR. Failure to object to the PTR within 20 (twenty) days after delivery shall be deemed to represent the City's approval of the PTR. The exceptions to title accepted by the City shall be deemed the "Permitted Exceptions" with respect to the Site. Upon any objection by the City to any exception in the PTR, Escrow Agent, with the total cooperation of Seller, shall determine what action is necessary to satisfy and cancel such exception. Upon any such objection, Seller shall provide Escrow Agent and City with any and all information and documents related to the exception, contact information for any party involved in the exception, and any documents or information requested by Escrow Agent with respect to the exception. At its sole cost and expense, Seller shall also take any action requested by Escrow Agent to provide title to the City in the condition of Section 10 herein.

b. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site. Before such payments are made, the Escrow Agent shall notify the City and the Seller of the fees, charges and costs necessary to clear title and close the escrow.

c. Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Seller;

d. Obtain and charge the parties the cost of a title insurance policy insuring title to the Site in conformance with the requirements of Section 14 of this Agreement. The additional cost of an ALTA survey policy if desired by the City shall be borne entirely by the City.

e. Record any instruments delivered through this escrow, if necessary or proper, to vest title in accordance with the terms and provisions of this Agreement.

f. Prior to closing determine and confirm the complete and accurate history and chain of ownership, management and control of the Site in order to guarantee authority of Seller to convey clear title to the Site to City pursuant to the terms of this Agreement. Any costs incurred by Escrow Agent in determining and establishing such authority shall be borne solely by Seller. Seller shall cooperate with Escrow Agent in providing copies of any documents necessary to establish such matters.

If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Seller shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both the City and the Seller or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of the City or the Seller to specific performance.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Seller. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Seller shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between the City and the Seller.

9. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

Provided that the parties are not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon

extensions of time, conveyance of title to the Site shall be completed on or prior to **March 30, 2007**. The City and the Seller agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper, in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement. Notwithstanding the above, neither party shall record any memorandum of this Agreement, or this Agreement, in the records of the County Recorder, Clark County, Nevada.

10. **FORM OF DEED**

The Seller shall convey to the City or to its nominee fee simple title to the Site in the condition provided in Section 11 of this Agreement by a grant, bargain and sale deed in a form that is consistent with **Exhibit C** to this Agreement.

11. **CONDITION OF TITLE**

The Seller shall convey title to the Site free and clear of all recorded liens, encumbrances, restrictions, conditions, assessments, taxes, and other defects, other than those acceptable to the City.

12. **CONDITIONS PRECEDENT TO CLOSE OF ESCROW**

In order for escrow to close with respect to the Site, Seller must have delivered to the Escrow Agent the appropriate deed and the City must have deposited with the Escrow Agent the Purchase Price. The City must also have approved the Permitted Exceptions to title.

13. **CLOSE OF ESCROW**

Upon the fulfillment of the conditions described in Section 12, the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the City a title insurance policy insuring title in conformity with Section 14 of the Agreement. The recordation of the deed shall constitute the close of escrow.

14. TITLE INSURANCE

Concurrently with recordation of the deed, the Title Company shall provide and deliver to the City a CLTA insurance policy issued by the Title Company insuring that the title to the Site conveyed to the City is vested in the condition required by Section 11 of this Agreement.

15. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Seller shall be responsible for the payment of all real estate taxes and assessments assessed and levied, if any, on the Site for any period of time prior to conveyance of title thereto, and for any recapture taxes for any period of time prior to close of escrow. The City will not pay transfer taxes. Prior to conveyance of title, the Seller shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien, and shall be responsible for the removal of any and all liens currently recorded against the Site.

16. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any person except that of the Seller.

17. INSPECTION BY THE CITY

Commencing with the first date set forth above and extending until 5 (five) days prior to the close of escrow (the "Inspection Period"), the City and its representatives shall have the right to enter upon and inspect the Site at all reasonable times for the purpose of conducting such boundary and topographical surveys, and surface and building condition assessments as the City may reasonably require, but such surveys, tests and assessments shall not damage the Site. The City shall indemnify, defend and hold the Seller harmless for any personal injury, death or Site damage, including costs and attorney's fees, arising out of any activity by the City, or its agents, employees or contractors pursuant to this Section. The City shall have access to all data and information on the Site available to the Seller, but without warranty or representation by Seller as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Site by the City prior to conveyance of title thereto shall be done only after written consent of the Seller (which consent shall not be unreasonably withheld) and at the sole expense of the City. Copies of all data, surveys, tests, remediation, agreements, obtained or made by Seller on the Site shall be delivered to the City.

Notwithstanding any other provision of this Agreement, the City shall have the right to terminate this Agreement prior to expiration of the Inspection Period, if inspection of the Site reveals soil or similar conditions that, in the City's reasonable judgment, make development impossible or impractical. Upon its exercise of said right to terminate, the City shall be entitled to the return of the Earnest Money Deposit.

18. **ASSIGNMENT**

This Agreement may be assigned by the City if deemed necessary at the City's sole discretion.

19. **TIME OF ESSENCE**

Time is of the essence of this Agreement and every obligation hereunder.

20. **DEFAULT AND REMEDY**

In the event conveyance of Site to the City does not occur solely as a result of Seller's breach of its obligations under this Agreement, and if the City has given Seller written notice of the alleged default and a reasonable period to cure that default, but not less than twenty (20) days, the City shall be entitled to terminate this Agreement, and either seek the refund of the Earnest Money Deposit, or alternatively, pursue specific performance as its sole and exclusive remedies, excluding any claim for punitive or consequential damages or lost profits.

21. **SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement. Seller shall not assign this Agreement or any rights hereunder without the prior written consent of the City.

22. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to the Seller for any default or breach by the City, for any amount which may become due to the Seller or for any obligation of the City under the terms of this Agreement.

23. **NOTICES, DEMANDS AND COMMUNICATIONS**

Formal notices, demands and communications between the City and the Seller shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Seller as set forth in this Section 23. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City: City of Las Vegas Office of Business Development
 Attn: Scott D Adams, Director
 400 Stewart Avenue
 Las Vegas, Nevada 89101

If to the City:

Blake Thompson
14907 El Camino Real
Del Mar CA 92014-9771

24. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement comprises **pages 1 through 11**, inclusive, and Exhibits A, B, C and D, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Seller and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Seller.

25. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

26. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

27. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

28. **DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners of Seller as well as all persons and entities holding more than a 1% (one percent) ownership interest in the Site. Throughout the term hereof, Seller shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

29. **EFFECTIVE DATE OF THE AGREEMENT**

This agreement shall not become effective until the following conditions have been satisfied:

- a. The City Council approves the execution of this Agreement; and
- b. An authorized representative of the City has signed this Agreement; and
- c. Seller has signed this Agreement.

30. **TIME FOR ACCEPTANCE OF AGREEMENT BY CITY**

This Agreement, when executed by the Seller and delivered to the City, must be approved by the City, executed and delivered by the City by March 15, 2007, or this Agreement shall be void, except to the extent that the Seller shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. Seller may execute this Agreement by signing and acknowledging the Agreement, and submitting it to the City via facsimile transmission, with the original signed and acknowledged original to follow by express mail and delivered to the City by **February 2, 2007**. By executing this Agreement and submitting it to the City, the Seller is making an irrevocable offer to enter into this Agreement, which offer shall continue for the periods of time specified herein. The effective date of this Agreement shall be the date when this Agreement has been signed by the City. The parties and Escrow Agent shall use reasonable good faith efforts to accomplish the close of escrow as soon as commercially reasonable following the completion of all matters necessary to close escrow hereunder, but regardless of the above, **close of escrow shall occur not later than March 30, 2007**.

31. **COUNTERPARTS**

This agreement maybe signed in any number of counterparts, each of which shall be deemed to an original and all of which together shall be deemed to be one and the same agreement.

32. BROKER REPRESENTATION

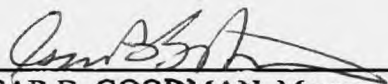
Blake Thompson is represented in this transaction by Rachael Hughes and John Withers of Realty Executives of Nevada. Their commission is the sole responsibility of the Seller.

Date of City Council Approval:

2/21, 2007

CITY OF LAS VEGAS

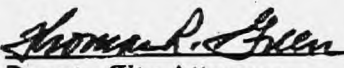
By:


OSCAR B. GOODMAN, Mayor

ATTEST:


~~BARBARA J. RONEMUS, City Clerk~~

By: Beverly K. Bridges, CMC
Acting City Clerk
Approved as to form:

 1/26/07
Deputy City Attorney Date
Thomas R. Green

SELLER

By:


Blake Thompson 1/30/07
Date:

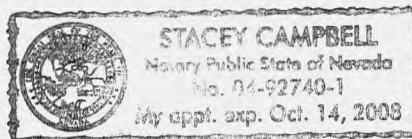
ACKNOWLEDGMENTS

STATE OF NEVADA §
 COUNTY OF CLARK §

§

On this 23rd day of February, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

Stacey Campbell
 NOTARY PUBLIC, in and for said
 County and State



STATE OF CALIFORNIA §
 COUNTY OF San Diego §

On this 31 day of January, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, Blake Thompson, who acknowledged that she executed the above instrument. CA

Linda Malan
 NOTARY PUBLIC, in and for said
 County and State



please see attached
 CA- acknowledgements

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 01-31-2007 before me, Linda Malan, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Blake Thompson
Name(s) of Signer(s)

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Linda Malan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

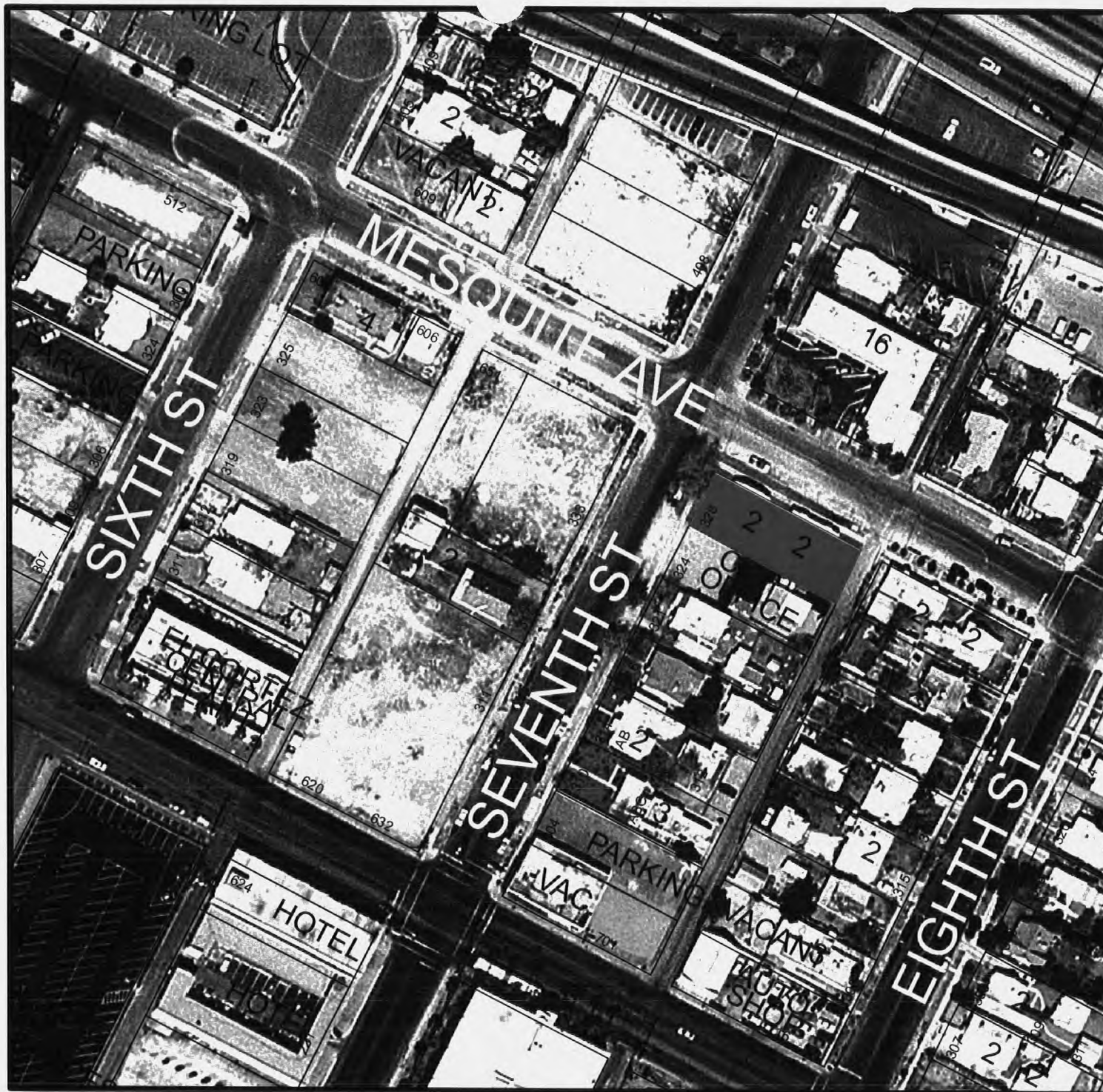


EXHIBIT "B"
LEGAL DESCRIPTION

LOT ONE (1) IN BLOCK TEN (10) OF BUCK'S SUBDIVISION OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 15, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Exhibit C

APN: 139-34-512-050

RPTT: _____

Recording Requested by:
City of Las Vegas, Office of Business Development
400 Stewart, 2nd Floor
Las Vegas, NV 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, BLAKE THOMPSON, (herein the "Grantor"), hereby grants, bargains and sells to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Grantee") all right, title, and interest in the real property (the "Property") described in Attachment "A" and incorporated herein by this reference, which Property is also known as APN: 139-34-512-050.

The Property is conveyed subject to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

IN WITNESS THEREOF, the Grantor and Grantee have caused this instrument to be executed this 31 day of January, 2007.

By: 

BLAKE THOMPSON

ACCEPTANCE:

The provisions of this Grant, Bargain, and Sale Deed are hereby approved and accepted.

CITY OF LAS VEGAS

ATTEST:

BARBARA JO RONEMUS
Clerk

By: _____

OSCAR B. GOODMAN, Mayor

Approved as to form:

Thomas R. Green Date
Deputy City Attorney

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, Blake Thompson, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA

ss.

COUNTY OF CLARK

On this _____ day of _____, 2007, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

NOTARY PUBLIC, in and for said
County and State

*Please see
attached
California
acknowledgment-*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 01-31-07 before me, Linda Malan Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Blake Thompson
Name(s) of Signer(s)

☐ personally known to me

☒ (or) proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Linda Malan

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant, Bargain and Sale Deed

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit D
**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.

ATTACHMENT 11

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	<u>Contracting Entity</u>
Name <i>Blake Thompson</i>	
Address <i>14907 El Camino Real, Del Mar CA 92014</i>	
Telephone <i>(619) 933 5575</i>	
EIN or DUNS	

Block 2	<u>Description:</u>
Subject Matter of Contract/Agreement:	
RFP #:	N/A

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

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, 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.	<i>Blake Thompson</i>	<i>14907 El Camino Real Del Mar, CA 92014</i>	<i>(619) 933 5575</i>
2.			
3.			
4.			
5.			
6.			
7.			
8.			

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

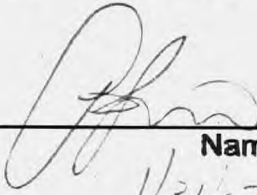
Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.



 Name

 1/31/07

 Date

State of Nevada
 County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

 Notary Public -


please see attached
 California acknowledgement
 Linda Malan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 01-31-07 before me, Linda Malan, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Blake Thompson
Name(s) of Signer(s)

☐ personally known to me

☒ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Linda Malan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Brooke Travis Bullock, 5444 Madre Mesa, Las Vegas, Nevada 89108

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 Letter to Appellant

Motion made by LARRY BROWN to Strike Items 35 and 48; Hold in Abeyance Items 27, 49 and 54 to 3/7/2007; and Hold in Abeyance Item 53 to 3/21/2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

RECEIVED
CITY CLERK

2007 FEB -7 P 2:47

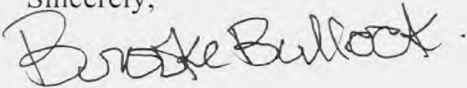
February 7, 2007

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,

Handwritten signature of Brooke Bullock.

Brooke Travis Bullock
5444 Madre Mesa
Las Vegas, Nevada 89108



February 7, 2007

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

Brooke Travis Bullock
5444 Madre Mesa
Las Vegas, Nevada 89108

Re: **WORK CARD APPEAL**

Dear Ms. Bullock:

I am in receipt of your formal appeal to the City Council regarding the appeal of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **February 21, 2007**.

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/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script, reading "Carmel Viado".

Carmel Viado
Deputy City Clerk I for
Beverly K. Bridges, Acting City Clerk

/pc

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department – SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Lance Justin Apollo, 9620 West Russell Road, #1122, Las Vegas, Nevada 89148

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 Letter to Appellant

Motion made by LARRY BROWN to Strike Items 35 and 48; Hold in Abeyance Items 27, 49 and 54 to 3/7/2007; and Hold in Abeyance Item 53 to 3/21/2007

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

February 9, 2007

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,

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

A handwritten signature in black ink, appearing to be 'LJ Apollo', written over the printed name and address.



February 9, 2007

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

Lance Justin Apollo
9620 West Russell Road, #1122
Las Vegas, Nevada 89148

Re: **WORK CARD APPEAL**

Dear Mr. Apollo:

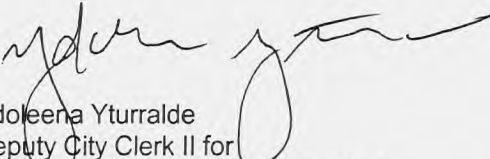
I am in receipt of your formal appeal to the City Council regarding the appeal of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **February 21, 2007**.

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/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her 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 II for
Beverly K. Bridges, Acting City Clerk

/pc

cc: City Attorney-Civil
Manager, Business Services Division
Las Vegas Metropolitan Police Department – SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action to authorize the City Manager to pay \$273,000 as the City's portion of a proposed settlement in the matter of City of Las Vegas and Nevada Business Services v. Las Vegas City Employees Association (LVCEA), Nevada Supreme Court Case No. 47902, if other signatories to the Nevada Business Services (NBS) interlocal agreement legally authorize their contractually-required sums - All Wards

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Amount: \$273,000

Funding Source: General Fund

Dept./Division: Finance and Business Service

PURPOSE/BACKGROUND:

LVCEA has alleged that NBS and the City of Las Vegas have breached their contract with it requiring written notice of a reduction in force. LVCEA brought a complaint to the Employee-Management Relations Board (EMRB) and prevailed. LVCEA brought the complaint against NBS as the employer, and the City of Las Vegas because it had the management services contract. LVCEA chose not to name the other signatories to the interlocal agreement, and the rules of the EMRB and the Administrative Procedure Act do not provide for joining third parties. The City and NBS sought judicial review and lost. The matter is before the Nevada Supreme Court and an offer to settle in the amount of \$650,000 has been made by LVCEA.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Settlement Agreement
3. Verbatim Transcript

Motion made by LARRY BROWN to Approve with direction to City Attorney staff to put together a missive to the other entities indicating the involved timelines

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

Minutes:

A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

OSCAR GOODMAN, Mayor

BILL HENRY, Senior Litigation Counsel

STEVE WOLFSON, Councilman

STEVEN ROSS, Councilman

LAWRENCE WEEKLY, Councilman

BRUCE SNYDER, General Counsel, Las Vegas City Employees Association

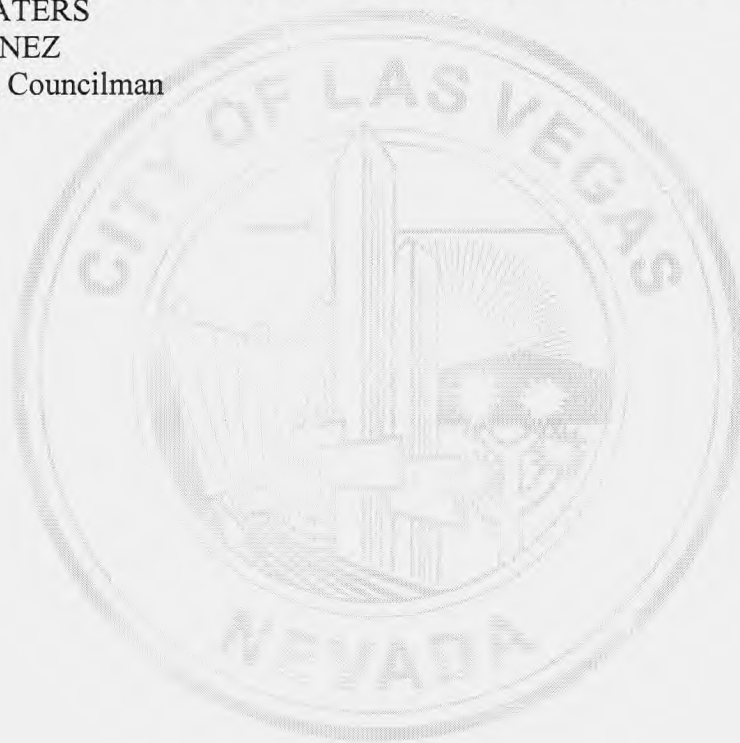
LOIS TARKANIAN, Councilwoman

TOMMY RICKETTS, President, Las Vegas City Employees Association

DIANA REED WATERS

SANDRA MARTINEZ

LARRY BROWN, Councilman



AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 21, 2007

DEPARTMENT: CITY ATTORNEY

ITEM DESCRIPTION: Discussion and possible action to authorize the City Manager to pay \$273,000 as the City's portion of a proposed settlement in the matter of City of Las Vegas and Nevada Business Services v. Las Vegas City Employees Association (LVCEA), Nevada Supreme Court Case No. 47902, if other signatories to the Nevada Business Services (NBS) interlocal agreement legally authorize their contractually-required sums - All Wards

Starting over two decades ago Clark County, Las Vegas, and other municipalities entered into interlocal agreements to create NBS, in order to pass through federal funds for job training. Each signatory to the interlocal agreement provided one elected official to sit on the board of NBS. A funding formula was set forth to distribute financial obligations not covered by federal funds. Under the formula Clark County and Las Vegas each paid 42%, with the remaining 16% distributed among the other signatories.

Employees of NBS were government employees represented by the Las Vegas City Employee Association (LVCEA). Las Vegas provided management services. Clark County provided legal advice. In 2000 it was decided to close NBS and form NBS, Inc. The LVCEA contract provided that written notice need be given before any reduction in force. The NBS executive director did not do this.

IN THE SUPREME COURT OF THE STATE OF NEVADA

NEVADA BUSINESS SERVICES; SOUTHERN NEVADA
WORKFORCE INVESTMENT BOARD; SOUTHERN
NEVADA JOB TRAINING BOARD; AND SOUTHERN
NEVADA CHIEF ELECTED OFFICIAL CONSORTIUMS,
Appellants,

vs.

STATE OF NEVADA LOCAL GOVERNMENT
EMPLOYEE-MANAGEMENT RELATIONS BOARD; LAS
VEGAS CITY EMPLOYEES BENEFIT AND PROTECTIVE
ASSOCIATION, A/K/A LAS VEGAS CITY EMPLOYEES
ASSOCIATION, A NEVADA CORPORATION; DIANNA
REED, AS NAMED PLAINTIFF FOR NBS EMPLOYEES;
AND CITY OF LAS VEGAS, NEVADA, A MUNICIPAL
CORPORATION,
Respondents.

No. 47902

CITY OF LAS VEGAS, NEVADA, A MUNICIPAL
CORPORATION,
Appellant,

vs.

STATE OF NEVADA LOCAL GOVERNMENT
EMPLOYEE-MANAGEMENT RELATIONS BOARD; LAS
VEGAS CITY EMPLOYEES BENEFIT AND PROTECTIVE
ASSOCIATION, A/K/A LAS VEGAS CITY EMPLOYEES
ASSOCIATION, A NEVADA CORPORATION; DIANNA
REED, AS NAMED PLAINTIFF FOR NBS EMPLOYEES;
NEVADA BUSINESS SERVICES; SOUTHERN NEVADA
WORKFORCE INVESTMENT BOARD; SOUTHERN
NEVADA JOB TRAINING BOARD; AND SOUTHERN
NEVADA CHIEF ELECTED OFFICIAL CONSORTIUMS,
Respondents.

SETTLEMENT AGREEMENT

**NOTE: IT IS NOT NECESSARY TO FILE THE SETTLEMENT AGREEMENT WITH THE
SUPREME COURT**

The parties have agreed to settle this matter on the following terms and conditions:

See attached

DATED this ____ day of _____, 200__.

COUNSEL FOR APPELLANT(S):

Yolanda T. Givens
FOR APPELLANTS NBS, SNWIB, SNLEO, NJTB
Philip R. By
CITY OF LAS VEGAS

COUNSEL FOR RESPONDENT(S):

Bruce K. Lind
FOR LVCSA

IN CONSIDERATION OF THE PAYMENT OF \$650,000 BY THE APPELLANTS NEVADA BUSINESS SERVICES, SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD, SOUTHERN NEVADA JOB TRAINING BOARD, ~~AND~~ SOUTHERN NEVADA CHIEF ELECTED OFFICIALS CONSORTIUM, AND THE CITY OF LAS VEGAS, MADE PAYABLE TO THE LAS VEGAS CITY ~~OFFICIALS~~ EMPLOYEES' ASSOCIATION,

THE LAS VEGAS CITY EMPLOYEES' ASSOCIATION AND DIANNA REED, AS NAMED PLAINTIFF FOR NBS EMPLOYEES SHALL FOREVER DISCHARGE, WAIVE, AND RELEASE ANY AND ALL CLAIMS ARISING FROM ACTIONS RELATED TO EMPLOYMENT AT NBS OR NBS, INC. PRIOR TO THE DATE OF THIS SETTLEMENT, OR IN THE FUTURE RELATIVE TO NBS OR NBS, INC.

THIS SETTLEMENT SHALL BE CONTINGENT ON APPROVAL WITHIN 90 DAYS BY THE LVEA BOARD AND BOARDS OF ALL THE APPELLANTS. IF NOT APPROVED BY ALL THE ENTITIES WITHIN 90 DAYS, THE SETTLEMENT JUDGE RETAINS JURISDICTION AND SHALL HAVE THE RIGHT TO CALL FOR FURTHER SETTLEMENT DISCUSSIONS, BUT THIS AGREEMENT SHALL BE CONSIDERED NULL AND VOID.

ALL COUNSEL HAVE AGREED TO RECOMMEND THIS SETTLEMENT TO THEIR RESPECTIVE BOARDS.

IF AND WHEN APPROVED BY ALL BOARDS, THE CHECK SHALL BE TO THE LVEA WITHIN 30 DAYS.

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VERBATIM TRANSCRIPT – ITEM 50

Item 50 – Discussion and possible action to authorize the City Manager to pay \$273,000 as the City’s portion of a proposed settlement in the matter of City of Las Vegas and Nevada Business Services v. Las Vegas City Employees Association (LVCEA), Nevada Supreme Court Case No. 47902, if other signatories to the Nevada Business Services (NBS) interlocal agreement legally authorize their contractually-required sums - All Wards

Appearance List:

OSCAR GOODMAN, Mayor

BILL HENRY, Senior Litigation Counsel

STEVE WOLFSON, Councilman

STEVEN ROSS, Councilman

LAWRENCE WEEKLY, Councilman

BRUCE SNYDER, General Counsel, Las Vegas City Employees Association

LOIS TARKANIAN, Councilwoman

TOMMY RICKETTS, President, Las Vegas City Employees Association

DIANA REED WATERS

SANDRA MARTINEZ

LARRY BROWN, Councilman

40 minutes

Typed by: Carmel Viado and Angela Crolli

Proofed by: Ydo Yturalde

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February 21, 2007**

VERBATIM TRANSCRIPT – ITEM 50

OSCAR GOODMAN

Item 50 is discussion and possible action to authorize the City Manager to pay \$273,000 as the City's portion of a proposed settlement in the matter of City of Las Vegas and Nevada Business Services versus Las Vegas City Employees Association, the LVCEA, Nevada Supreme Court Case Number 47902, if other signatories to the Nevada Business Services interlocal agreement legally authorize their contractually required sum. This pertains to all Wards. Mr. Henry.

BILL HENRY

Thank you, Mayor. In 1983, the City of Las Vegas entered into an interlocal agreement with Clark County, and subsequently with other jurisdictions, to create Nevada Business Services. This was to take advantage of federal funds that were available for job training. And so, in essence, Nevada Business Services which was a governmental organization under the federal laws of the time was created to pass through these funds. This interlocal agreement was amended a number of times, including in 1984 where the signatories contemplated what would be the responsibility of the signatories for debts that could not be paid with federal funds. And they entered into an amendment to the interlocal agreement, setting forth a – funding formula.

The funding formula that is relevant to us today provided that for any of these debts that could not be paid by federal funds, the City of Las Vegas would pay 42 percent, Clark County would pay 42 percent, North Las Vegas would pay nine percent, Henderson would pay five percent and Boulder City would pay two percent. Around 2000, there was a change in federal law and the board of Nevada Business Services decided to take advantage of Nevada – of this change in federal law which permitted a private corporation, if you will, to pass through these funds. And so, in 2000, a vote was taken to eliminate Nevada Business Services and the next day, Nevada Business Services Inc. was created.

This is relevant because the employees of Nevada Business Services, the governmental entity, had an employment contract and were represented by the Las Vegas City Employees Association. This employment contract provided that if there was to be a reduction in force, formal written notice had to be given. The Executive Director of Nevada Business Services did not give this formal written notice before he executed a 100 percent reduction in force.

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54 The union, Las Vegas City Employees' union, in behalf of this group of employees, grieved this
55 matter to the Employee Management Relations Board and they prevailed. The grievance they
56 chose to file was against Nevada Business Service, a now defunct organization without assets,
57 and the City of Las Vegas. They could have chosen to file this grievance against all the
58 signatories but for their own reasons, which I don't know, they just chose the City of Las Vegas.
59 Here was the rub, because under the rules of practice, before the Employees Management
60 Relations Board, there's no capability the third party in, other defendants. And so we ended up,
61 in essence, with a judgment against us. Nevada Business Services and the City of Las Vegas
62 sought judicial review of this under the rules of NRS 233b before a state district judge, and
63 ultimately the judge ruled in behalf of the Las Vegas City Employees Association. Nevada
64 Business Services and the City of Las Vegas took an appeal before the Nevada Supreme Court,
65 and that's where the matter is now. Under the rules of practice of the Nevada Supreme Court, all
66 civil appeals are subject to mediation or arbitration where a settlement judge is appointed by the
67 court to get together with the parties and see if something can be worked out. Such a meeting
68 occurred last year and Nevada Business, or pardon me, the Las Vegas City Employees
69 Association agreed to settle this matter for six hundred and fifty thousand dollars. This would be
70 an amount that would be exclusive of interest that had accrued on their cause of action. And –
71 so, they were giving up something.

72 Having said that, I bring this matter before you and with an agenda item that ask you to authorize
73 the City Manager to pay the City's forty-two percent of six hundred and fifty thousand dollars,
74 which would be two hundred and seventy-three thousand dollars, if the other signatories to the
75 interlocal agreement legally authorize their contractually required sums. That is, if the Clark
76 County Commission authorizes their manager to pay two hundred and seventy-three thousand
77 dollars; if the North Las Vegas City Council authorizes their manager to pay \$58,500 and if the
78 City Managers of Henderson and Boldy, Boulder City agree to pay \$32,500 and \$13,000,
79 respectively.

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80 **MAYOR GOODMAN**

81 All right. Any questions of Mr. Henry? I – have a couple. One, in the appeal to the Supreme
82 Court, did we raise the issue of not being able to bring in third party defendants?

83

84 **BILL HENRY**

85 The matter has not been briefed yet. There would be two or three issues that, I believe, that we
86 would bring to the – Nevada Supreme Court. That would be one.

87

88 **MAYOR GOODMAN**

89 Okay, because it seems patently unfair that if the fault lies with another jurisdiction that we get
90 saddled with the bill. But, you know what, that's for another day and maybe another dollar, but
91 that's something that concerns me.

92 I'm interested in how the formula was fixed between the various jurisdictions, but that really is
93 not the main issue. I, if I were North Las Vegas that doesn't have a judgment against me, why –
94 would I come up with any money? Why – would Boulder City come up with any money or
95 Henderson if they don't have a judgment against them?

96

97 **BILL HENRY**

98 In my opinion, the interlocal agreement that sets the funding formula going back to 1984 requires
99 them to step up and pay this amount because the judgment is not only against the City of Las
100 Vegas but against Nevada Business Services. And because of that, all the signatories have an
101 obligation.

102

103 **MAYOR GOODMAN**

104 Okay. Assuming arguendo that Henderson says, I'm not paying, what happens?

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105 **BILL HENRY**

106 Well, under this agenda item, if you were to vote on – this agenda item as it's written and
107 authorize the payment, and Henderson or any of the other signatories did not step up, then your
108 City Manager could not expend the funds, there would not be a settlement, we, and –

109

110 **MAYOR GOODMAN**

111 The appeal –

112

113 **BILL HENRY**

114 – we would brief this matter before the Nevada Supreme Court and see how we did.

115

116 **MAYOR GOODMAN**

117 All right. Councilman Wolfson?

118

119 **COUNCILMAN WOLFSON**

120 Thank you. Mr. Henry, in your opinion if we were to not go along with this settlement, in other
121 words, all the parties, for whatever reason, aren't on board or if we decide not to do it, what is
122 our potential exposure on the high side?

123

124 **BILL HENRY**

125 I believe that, at this time, our ex, our potential exposure is eight hundred and fifty to nine
126 hundred thousand dollars, and depending on how long it takes the Nevada Supreme Court to rule
127 on this matter, the clock keeps running on the interest.

128

129 **COUNCILMAN WOLFSON**

130 That's the total amount that would be subject to the formula distribution you talked about.

131

132 **BILL HENRY**

133 Yes.

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134 **COUNCILMAN WOLFSON**

135 So our – portion, theoretically, could go from the –

136

137 **MAYOR GOODMAN**

138 Two seventy-two.

139

140 **COUNCILMAN WOLFSON**

141 – two seventy-three up to three or four hundred thousand dollars.

142

143 **BILL HENRY**

144 Well, I mean, we're – assuming the situation with the other jurisdictions won't step forward, and

145 if they don't, the current judgment's against us and NBS. NBS is defunct; has – no assets and so

146 the judgment's against us. And – so, ultimately, under the scenario that you draw out, we could

147 be paying in excess of eight hundred and fifty-nine hundred thousand dollars.

148

149 **COUNCILMAN WOLFSON**

150 Is your recommendation, on behalf of the City of Las Vegas, to enter into this type of settlement?

151

152 **BILL HENRY**

153 It is.

154

155 **MAYOR GOODMAN**

156 Councilman Ross?

157

158 **COUNCILMAN ROSS**

159 Thank you, Your Honor. Councilman Weekly, you wanna go before I do?

160

161 **MAYOR GOODMAN**

162 Oh, I'm sorry.

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163 **COUNCILMAN WEEKLY**

164 No, I was just going to ask the question. And would that be simply because is of the fact that we
165 are singed on as fiscal agent? And maybe the other municipalities, I don't think that they are. Is
166 that what's tying us to this?

167
168 **BILL HENRY**
169 No, what's tying us to this is that the complaint that was brought by the Las Vegas City
170 Employees Association originally was against us, the City of Las Vegas, and Nevada Business
171 Services. And so the judgment, joint in several, is against us and Nevada Business Services, but
172 they have no assets.

173
174 **COUNCILMAN WEEKLY**
175 But isn't – that because, I mean, you're saying the City of Las Vegas has bought into it because
176 of those NBS employees are under the assumption that they were members of the CEA, not
177 officially City of Las Vegas employees, but because they were under the auspices of the City of
178 Las Vegas' union.

179
180 **BILL HENRY**
181 I –

182
183 **COUNCILMAN WEEKLY**
184 And that, also too, Mark Vincent, who is our – Finance Director, is signed on as a fiscal agent. Is
185 – that our – tie in, because I don't think –

186
187 **BILL HENRY**
188 That's –

189
190 **COUNCILMAN WEEKLY**
191 – the other municipalities don't have the same type of tie in that we have.

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192 **BILL HENRY**

193 Well, the other, fundamentally, we all have the same tie is, which is that contractual obligation
194 dating back in 1984. In addition, if we go back to the action taken in 2000, the two actors
195 amongst the signatories that were doing, perhaps, relevant things, were Clark County, who
196 provided Deputy District Attorney to give legal advice on this breakup of NBS and conversion to
197 NBS Inc. and the City of Las Vegas that was giving management support services, including
198 financial services. I suspect without knowing that that's why Las Vegas City Employees
199 Association decided to – name us but not name the others.

200

201 **COUNCILMAN WEEKLY**

202 Okay.

203

204 **MAYOR GOODMAN**

205 Councilman Ross?

206

207 **COUNCILMAN ROSS**

208 I'd like the two gentlemen to introduce themselves before I go on, Your Honor, if that's all right,
209 with your permission.

210

211 **MAYOR GOODMAN**

212 Very good. Mr. Ricketts.

213

214 **BRUCE SNYDER**

215 My name is Bruce Snyder. I'm the General Counsel for the Las Vegas City Employees
216 Association. Excuse me. I have Tommy Ricketts, our President here today. We also have a
217 couple of the class members; Diana Reed Waters and some others sitting down there. Couple
218 statements. The EMRB and the court did not find that there was liability on the City just because
219 they were doing administrative tasks. They actually found, in their findings, that the City was a
220 joint – employer of the NBS employees and there's 23 of them in the class, by the way. That it

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221 went beyond the fact that the City was providing financial support services or human resources
222 support services, that there was actually an intertwining or intermingling and that they were, in
223 effect, City employees.

224 Also want to mention that it was more than just NBS closing on June 30th and NBS Inc. opening
225 on July 1st that what EMRB and the court both found is that the reason for doing so was anti-
226 union animus. That the employees who were active in the union were not retained by NBS Inc.
227 and that the NBS Inc. refused to recognize the collective bargaining agreement or the union as
228 the representative of those employees. And so that certain employees lost their job, those that
229 were re-hired by the new entity were retained at other than their contractually negotiated rates of
230 pay and benefits. And that's why the action was brought. I was not the attorney of record at the
231 time the complaint was filed, so I cannot speak as to all the issues as to why certain people were
232 included as defendants and others were not. But there were other defendants besides NBS and
233 the City of Las Vegas. There was also the Job Training Board, which is now defunct. There was
234 the Southern Nevada Work, Workforce Investment Board, which still exists and Councilman
235 Ross, I believe, said something, (inaudible) the chair. And there is also the Chief Local Elected
236 Officials Consortium. These latter two entities, it's our understanding, it's our belief, that they
237 control the inter-governmental agreement that sets aside which entity pays which percentage on -
38 - issues like this. And, although, we are grateful that you are going to recommend today two
239 hundred and seventy-three thousand as your share, we had hoped that since there is a big liability,
240 we believe we will prevail at the Supreme Court just as we have prevailed at the EMRB and at
241 the District Court. And by the time the Supreme Court renders its decision, this case will be
242 about one million to one point one million. And it is joint in several liabilities, so we can just
243 come back after the City for the full amount and your – entire exposure could be a lot more than
244 the two seventy-three today. It was our hope today that you were going to recommend the whole
245 six fifty, then turn around and through action on your behalf, seek contribution from the other
246 entities by enforcing that inter-governmental agreement. By doing so you would – reduce your
247 ultimate exposure that you would have under this case, should we prevail at the Supreme Court
248 and the other entities in the meantime do not agree to settle. If I was some of the other entities,
249 maybe I would not settle because they were not named as defendants. And so, you know, for

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250 example, Boulder City, I'm not sure if they're gonna settle and they're with their small
251 contribution could put a hindrance and could totally upgradely (sic) your liability potential for the
252 future. So, we were hoping that you would recommend the whole six fifty turn around and in the
253 future take appropriate legal action to recover the difference between six fifty and two seventy-
254 three by enforcing the – agreement.

255 The other alternative would be to have the Southern Nevada Workforce Investment Board
256 directly approve the whole six fifty and that Board itself enforce all the entities who belong to
257 that Board, all the different jurisdiction, force them to contribute, including yourself to contribute
258 your share. So, that's another way of resolving the issue.

259

260 **MAYOR GOODMAN**

261 We're – sort of in a blind spot here, as far as whether or not we'll ever be able to get any kind of
262 enforcement from the other entities, assuming that we would follow your suggestion, which I'm
263 not of the mind to do at this point. I, it bothers me greatly that there is a law in effect that doesn't
264 allow us to bring in the other parties so that they would be a party to the law suit and be subject
265 to whatever liability there is at the end of the day. That seems to be a legitimate, appellant issue
266 to me, but how do you respond to that, on that issue because we don't have – the pleading before
267 us and basically we're relying on briefings from our City Attorney's Office as to how to go on this
268 thing. But on that issue, how do we stand on the, how – do you evaluate the issue as to whether
269 or not a law which would preclude a – defendant from bringing in third party defendants to share
270 in the liability? How that –

271

272 **BRUCE SNYDER**

273 Well –

274

275 **MAYOR GOODMAN**

276 – would stand out?

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277 **BRUCE SNYDER**

278 Thank you. It's my understanding that the City did file a motion to dismiss when the complaint
279 was first filed with EMRB, on this very issue, that all the necessary parties were not named as
280 defendants. That motion to dismiss was not granted. Later on it was arranged, I believe, at the
281 hearing and the EMRB stated that there were, other than, perhaps not all the parties that could
282 have been named were named, that the parties that were named were sufficient to go forward.
283 This was an item that the City and, I believe, the County both raised in front of Judge Togliatti
284 and her – decision was about 60 pages; it took about a year to write. And I can give all of you a
285 copy. Sorry. But, and she went into great detail as to that, although it may not have been the best
286 thing, it did pass muster in that, you know, the case could go forward and we won and –

287

288 **MAYOR GOODMAN**

289 Is there's actually a law that says you can't bring in third party defendants?

290

291 **BRUCE SNYDER**

292 I'm not aware of that, but I – guess right now that's neither here nor there. I mean –

293

294 **MAYOR GOODMAN**

295 No, I –

296

297 **BRUCE SNYDER**

298 – it's past the EMRB, it's past, you know –

299

300 **MAYOR GOODMAN**

301 I understand –

302

303 **BRUCE SNYDER**

304 – the Supreme Court.

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305 **MAYOR GOODMAN**

306 It is an appellant issue or it may be an appellant issue. Okay. I – understand

307

308 **BRUCE SNYDER**

309 Right.

310

311 **MAYOR GOODMAN**

312 – where you’re coming from.

313

314 **BRUCE SNYDER**

315 Yeah.

316

317 **MAYOR GOODMAN**

318 Anybody else? Okay. Councilman Ross?

319

320 **COUNCILMAN ROSS**

321 Thank you, Your Honor and thank you gentlemen. Mr. Henry, I appreciate your presentation,

’22 Mr. Snyder, yours as well. This isn’t one of the most favorite things we get to deal as public

323 servants here on this Council, Your Honor, and it’s quite unfortunate. This – is simply, we need

324 to do what’s right. Years ago a collective bargaining item was ignored by a previous Director.

325 And do you remember the Director’s name, Mr. Henry, at the time?

326

327 **BILL HENRY**

328 Richard Blue.

329

330 **COUNCILMAN ROSS**

331 Mr. Blue had either neglected to or on purpose had ignored this collective bargaining issue,

332 which has been a great concern of mine. These employees were displaced and as a result of this,

333 these – bad choices, and this could have been avoided easily enough by following that collective

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334 bargaining agreement. As we've already been heard today, this has gone through a tremendous
335 process. The ones that are suffering from this, of course, are those – employees who – lost their
336 jobs and part of this suit.

337 The item, gentlemen, on the agenda today is our portion of the writ, of the settlement, and I think
338 it's – only right that we, as a City, be proactive in this approach. Right now with this dollar
339 amount, our share of forty-two percent, because we need to be the lead here and example, in
340 regards to the other municipalities that share a cost in this, to my colleagues, I want to share that
341 with you.

342 We certainly could have put that entire amount on the agenda, but I don't think that would have
343 given them the opportunity to participate. Each municipality needs to put this on their agendas
344 for approval. I have not received, and I'm sharing this with my Councilmembers and Your
345 Honor, any inclination that any of them have, are dodging their financial responsibility, as to
346 their portion of this settlement. And until that time, I'm gonna move forward with good faith.
347 Just a correction, Mr. Snyder, I'm the Chairman of the Local Elected Official Consortium;
348 wouldn't want the responsibility of being the Chairman, more so, of that Workforce Board.

349 But this is, again, one of those challenges that occurred years ago and it's unfair if we continue to
350 draw this out. And, Mr. Snyder, Mr. Ricketts, you have my commitment that I work closely with
351 the other municipalities to get this to some kind of closure. This is our portion of it. We're
352 gonna – stand by that and do what's right. And I would ask my – fellow constituents to do the
353 same in supporting that.

354

355 **MAYOR GOODMAN**

356 I appreciate that. I'm gonna do it on the proviso that we get an answer within or you try to get an
357 answer within 30 days from the others because I don't want the interest to keep on running if
358 they're not gonna settle it. I want it brought – back to us.

359

360 **BILL HENRY**

361 Well, Mayor, as it stands right now, as I understand it, the interest does not keep on running
362 because there is an offer on the table.

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363 **MAYOR GOODMAN**

364 Okay.

365

366 **BILL HENRY**

367 And the last I heard there was to be a meeting of finance directors about this tomorrow.

368

369 **MAYOR GOODMAN**

370 Okay.

371

372 **BILL HENRY**

373 If you're gonna put a time limit on it, I, given how long it takes to get things on Council agendas

374 and Commission agenda, I wonder if you'd be willing to go as long as 45 days.

375

376 **MAYOR GOODMAN**

377 Well, certainly. What I wanna do is I wanna stop the interest from running against us. If we're

378 going to approve our portion today, we shouldn't be penalized if it breaks down with the other

379 jurisdictions.

380

381 **BRUCE SNYDER**

382 Your Honor?

383

384 **MAYOR GOODMAN**

385 Yes.

386

387 **BRUCE SNYDER**

388 There was originally a deadline in February that was extended and now the settlement judge has

389 extended the deadline again until April 12th to get all the entities on board. So –

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390 **MAYOR GOODMAN**

391 Okay. Well that's –

392

393 **BRUCE SNYDER**

394 And, you know –

395

396 **MAYOR GOODMAN**

397 – ambitious.

398

399 **BRUCE SNYDER**

400 If it looks like it's really gonna happen, we would always be willing to extend it, you know, but

401 there's gotta be a certain time where everybody needs to either vote it up or vote it down.

402

403 **MAYOR GOODMAN**

404 I agree with you. I agree. Okay, may I have a motion, please?

405

406 **COUNCILWOMAN TARKANIAN**

407 Mr. Mayor –

408

409 **TOMMY RICKETTS**

410 Excuse me –

411

412 **COUNCILWOMAN TARKANIAN**

413 – can I ask a question. Oops, you wanted to ask a question.

414

415 **TOMMY RICKETTS**

416 Go ahead, Councilwoman.

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417 **COUNCILWOMAN TARKANIAN**

418 Talking with Councilman Ross and we're committing to pay this, but we're committing to pay
419 this only if the others pay theirs. Should we just make our commitment to pay what we know is
420 ours? Is there a reason why we don't do that?

421

422 **BILL HENRY**

423 Well, yes, because if we just pay two hundred and seventy-three thousand dollars, I suspect that
424 the CEA would – be glad to take it, but it would not get us off the hook. If, that is, if the others
425 didn't come in with their money for the – a agreed settlement price of six fifty, then the CEA
426 would proceed against the City and NBS in the Nevada Supreme Court.

427

428 **COUNCILWOMAN TARKANIAN**

429 I just don't know the hardship that's, because I wasn't here at the time all this happened. The
430 hardship for those individuals that were in jobs, that were involved, and it seems to me what
431 you're saying today is, at a minimum, the two hundred and seventy-three is what we owe. We
432 may owe more if the others don't contribute. Am I misunderstanding that? But don't we owe
433 the two seventy-three one way or the other?

434

435 **COUNCILMAN ROSS**

436 Your Honor, could –

437

438 **BILL HENRY**

439 No.

440

441 **COUNCILMAN ROSS**

442 – I answer that for the Councilwoman?

443

444 **COUNCILWOMAN TARKANIAN**

445 Is there a legal aspect to this I'm not understanding?

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446 **BILL HENRY**

447 Well, there's perhaps a legal aspect that I haven't adequately explained, Councilwoman. We –
448 either have a settlement at sixty-fifty or we don't.

449

450 **COUNCILMAN ROSS**

451 Mr. Henry, give me a second here, if I might. We are on the hook for the entire amount,
452 Councilwoman. We are the ones who are responsible for this settlement agreement.

453

454 **COUNCILWOMAN TARKANIAN**

455 This whole six hundred and something –

456

457 **COUNCILMAN ROSS**

458 Correct.

459

460 **COUNCILWOMAN TARKANIAN**

461 – as the court rules right now.

462

463 **COUNCILMAN ROSS**

464 The City of Las Vegas, per the interlocal agreement that we have with the Southern Nevada
465 Workforce Investment Board and the other municipalities, their portions are adjusted by
466 percentages. This is our percentage of that settlement. So, basically, you know, we could have
467 put this entire amount on the agenda to be paid, and then, we, the City of Las Vegas, would be
468 chasing the other municipalities.

469

470 **COUNCILWOMAN TARKANIAN**

471 No –

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472 **COUNCILMAN ROSS**

473 I would like the County, the City of Henderson, the other municipalities, the opportunity to step
474 up to the plate and do the right thing. So, this is our portion of that interlocal agreement amount.

475

476 **COUNCILWOMAN TARKANIAN**

477 And I – understand that.

478

479 **COUNCILMAN ROSS**

480 Does that make sense?

481

482 **COUNCILWOMAN TARKANIAN**

483 It's, what you're doing is you're making it as what we plan to do with the hope that they will step
484 up and do what they should do.

485

486 **COUNCILMAN ROSS**

487 Absolutely.

488

489 **COUNCILWOMAN TARKANIAN**

490 All right. Thank you.

491

492 **TOMMY RICKETTS**

493 Your Honor, if I could say a few words.

494

495 **MAYOR GOODMAN**

496 Certainly, Mr. Ricketts.

497

498 **TOMMY RICKETTS**

499 Tommy Ricketts, President of the Las Vegas City Employees Association. I inherited this having
500 become the President in 1999. Having gone over to Nevada Business Services and having

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VERBATIM TRANSCRIPT – ITEM 50

501 known quite few people that had transferred over there from working here in the tower, I got to
502 know quite a few of 'em pretty good. We had several reps who were very active in our
503 Association and this was our third bargaining group, which was very small group, but they had –
504 a contract that there was a lot of things in that contract and there was a lot of issues. Having sat
505 through all the hearings, having participated in this from the start, I want to see this through.

506 I wanted to take the opportunity to, at least, address the fact that there have been instances in the
507 past where this was, in my opinion, neglected; nobody wanted to deal with it. And unfortunately,
508 sometimes you can agree to disagree, but I've got to say, for the record, having sat through this
509 and having seen the individuals that we represented that were displaced and out of work, you
510 know, everybody can point somebody else to be, out to be the villain. The last thing I wanna
511 do, I think, I have a very good working relationship with the City of Las Vegas, as do the
512 employees, and as do I feel the same relationship with all of you on the Council. This wasn't
513 done in – mean spirit or anything else. I think the individual who was the Director, Executive
514 Director of NBS, who's also the Executive Director of NBS, Inc. four months before they shut
515 the doors, as was found out by the MBR (sic) during hearings, there was some very definite anti-
516 union animus going on; not in essence by, directly by the City of Las Vegas. I don't feel that. I
517 don't think that was the case. But I think that there was a responsibility and a tie because it was
18 happening under the City's nose.

519 The last thing I wanna do is continue this, but I did want to take the opportunity to at least, the –
520 two individuals, I believe, that are here from NBS, to at least address you or have that
521 opportunity, if that's allowed –

522
523 **MAYOR GOODMAN**

524 Sure.

525
526 **TOMMY RICKETTS**

527 – Your Honor. And also think that, you know, on a separate note, regardless of which way you
528 go, I wanna make sure that – we go down the right road and – we heal these wounds the best way
529 we can and continue to make this, I guess, the example in the Valley. Nothing against the other

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VERBATIM TRANSCRIPT – ITEM 50

530 entities, but I'm proud to work for the City. I'm proud to represent the employees that we
531 represent.

532 And, you know, Councilman Weekly, you'll be in new digs, next time I see you, probably, but I
533 gotta tell you on a parting note, since I wanna at least give you my thanks, we've endorsed you
534 on every term. You were a City employee, saw you in the hallways. You've always been an
535 upstanding example of what a City employee should be. I gotta tell you, you taught me one
536 thing, you know, you gotta get respect, and if you don't have that and if you don't stand up for
537 what you believe in, you know, you only have you to blame. So, thank you. I appreciate the
538 example that you've set for me and the leaders in my organization, as to, you know, what you
539 should be in the community and also what you should be at work. So, thank you.

540

541 **COUNCILMAN WEEKLY**

542 Thank you.

543

544 **TOMMY RICKETTS**

545 I'd like to introduce Diana Reed. She was a claimant in the suit and was one of the individuals
546 that was one of our reps that was displaced, humiliated and, I – mean, it left a very bad taste in
547 my mouth, and at the same time it happened under the City's nose. So, with that, Diana.

548

549 **MAYOR GOODMAN**

550 Ms. Reed.

551

552 **DIANA REED WATERS**

553 Hello. As they said, Mayor, my name is Diana Reed Waters. I was one of those employees.
554 This' been going on now for six years. It's been affective since 2000. Councilwoman asked
555 about how were the employees displaced. Believe me, we were definitely harmed by this. A lot
556 of folks were very close to retirement. It affected the retirement benefits, medical benefits; it
557 affected us harshly. Also, you know, this was stipulated, where they're only paying for two
558 years. They are not paying for six years. You know this could have been pushed on and say,

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559 hey, pay for six years. We've given up a lot. Plus, there're still employees that are displaced;
560 had not had another job. And as you said, you picked out and chosen as being a troublemaker, so
561 therefore, you were not open for any other type of municipality position. So, the best I can
562 suggest, to request is that the other employees have suffered tremendously as a result of this.

563

564 **MAYOR GOODMAN**

565 Thank you. Would you like the other, anybody else like to speak who was (inaudible)?

566

567 **DIANA REED WATERS**

568 Sandra Martinez.

569

570 **SANDRA MARTINEZ**

571 (Inaudible)

572

573 **MAYOR GOODMAN**

574 Why don't you come up.

575

576 **DIANA REED WATERS**

577 Come up here, Sandra.

578

579 **MAYOR GOODMAN**

580 Please tell us who you are for the record.

581

582 **SANDRA MARTINEZ**

583 My name is Sandra Martinez, Councilman and members of the City Council. I don't think I
584 could say it any better than Ms. Reed has already done.

585

586 **MAYOR GOODMAN**

587 Thank you, very much.

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588 **SANDRA MARTINEZ**

589 Thank you.

590

591 **MAYOR GOODMAN**

592 All right. Thank you gentlemen. Mr. Henry, anything further?

593

594 **BILL HENRY**

595 No, Your Honor.

596

597 **MAYOR GOODMAN**

598 All right. Fine.

599

600 **COUNCILMAN BROWN**

601 Your Honor?

602

603 **MAYOR GOODMAN**

604 Yes. (Inaudible), Councilman Brown.

605

606 **COUNCILMAN BROWN**

607 Question. Who would be responsible for the actions of the executive director? Would the by-

608 laws call out that?

609

610 **BILL HENRY**

611 I don't know. Generally the Board is responsible for the actions of the executive director or, you

612 know, the chief operating officer.

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VERBATIM TRANSCRIPT – ITEM 50

613 **COUNCILMAN BROWN**

614 I guess, Mayor, you brought it up earlier, it may be there's an obligation out there. But I just
615 think that if that board was the governing body for that executive director's action, then it
616 appears to me that there'd be some linkage back to a legal responsibility of the board members.

617
618 **MAYOR GOODMAN**
619 That could well be. We – hear that it was defunct or what was the word that you used? Bankrupt
620 or –

621
622 **BILL HENRY**

623 Well, it –

624
625 **MAYOR GOODMAN**
626 Had no assets?

627
628 **BILL HENRY**
629 Yeah. Legally it stopped existing.

630
631 **MAYOR GOODMAN**

632 I understand, but the – actions of those who were responsible, for what appears to be a, an act of
633 mistreatment of City employees, you would think that they would be held financially responsible.

634 I – know –

635
636 **BILL HENRY**

637 Right. What –

638
639 **MAYOR GOODMAN**

640 – that if in fact, I'm not gonna point my finger at anyone, but if the director was responsible for
641 this, I mean, he – could have to respond in money damages, not just us.

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VERBATIM TRANSCRIPT – ITEM 50

642 **BILL HENRY**

643 Each one of the signatories provided an elected official to sit on this board, Mayor.

644

645 **MAYOR GOODMAN**

646 No, I appreciate that, but I heard the name of somebody else who apparently was a director or in
647 charge of, Mr. Blue.

648

649 **TOMMY RICKETTS**

650 He could be sitting on your Council.

651

652 **MAYOR GOODMAN**

653 Excuse me?

654

655 **TOMMY RICKETTS**

656 No. I'm sorry. Strike that comment.

657

658 **COUNCILMAN ROSS**

659 Your Honor, if I could make a comment. Keep in mind, Nevada Business Services was the
660 government entity receiving the federal dollars to provide worker training opportunities. When
661 the federal law changed, it went from Nevada Business Services, the government entity, to
662 Nevada Business Services, a 501C3 corporation and thus, I think it was the establishment of the
663 Southern Nevada Workforce Investment Board. I can't, I'm not sure on my timelines.
664 Councilman Weekly, am I getting close, am I close?

665

666 **COUNCILMAN WEEKLY**

667 Yes, you are.

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VERBATIM TRANSCRIPT – ITEM 50

668 **COUNCILMAN ROSS**

669 So, once that transition took place, the release of all these employees occurred. That transition
670 still could've taken place if the director was following the collective bargaining agreement.

671

672 **MAYOR GOODMAN**

673 And – that's my point.

674

675 **COUNCILMAN ROSS**

676 In a timely manner.

677

678 **MAYOR GOODMAN**

679 My point is that the director did something wrong. It seems so many times people get off the
680 hook and walk away.

681

682 **COUNCILMAN ROSS**

683 Well, and I want to throw one caveat in there, Your Honor. We, the Southern, I don't know who
684 the legal counsel was at the time. Mr. Henry, you could probably answer that, but our legal
685 counsel for the Southern Nevada Workforce Board at this time is a member of the District
686 Attorney's Office, from the County. So, and Mr. Henry, if I'm correct, was that the same way
687 prior in years past?

688

689 **BILL HENRY**

690 My understanding is, and I inquired into this, as – I previously stated, some time ago, at the time
691 this, Nevada Business Service stopped existing and the next day Nevada Business Services, Inc.
692 started existing, the City provided management support, which was so intensive that it isn't true
693 – it is true that EMBR, EMRB found us to, in essence, be an employer. But the County, through
694 a Deputy District Attorney provided legal advice.

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695 **MAYOR GOODMAN**

696 Was it good advice?

697

698 **BILL HENRY**

699 No. I've spoken to the Deputy District Attorney who chose not to advise the client to give this
700 legal notice.

701

702 **MAYOR GOODMAN**

703 I don't know. I think we're letting people off the hook too easily here, but that doesn't have
704 anything to do with the question of the settlement. But I, something doesn't smell right to me. It
705 really doesn't.

706

707 **TOMMY RICKETTS**

708 Your Honor, if I could.

709

710 **MAYOR GOODMAN**

711 Yes.

712

713 **TOMMY RICKETTS**

714 At that time I was involved in some meetings where it wasn't like dealing with the City. I – gotta
715 tell you, I'm glad I don't have to deal with that on a daily basis. I think the City, even though
716 we've agreed to disagree, the legal counsel, the legal team, here we've got along professionally.
717 This probably wouldn't be the same case, but from day one when these issues were coming
718 about, and when issues in the workplace were brought to my attention, it was, is very upsetting.
719 The advice and the very, I guess, arrogance or sarcastic way that it was presented was, you don't
720 have to listen to them, don't worry about it. At the same light, the same individual is
721 representing this case and has from the existence of this since 1999. So, I just wanted to tell you
722 that it's still the same individual.

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723 **MAYOR GOODMAN**

724 Well, yeah, but it stinks. It stinks. It really smells. It stinks and I – feel that we have to limit our
725 liability. And I understand where you're coming from. I just hope that your faith and your
726 fellow elected officials in the other jurisdictions is warranted?.

727

728 **COUNCILMAN ROSS**

729 Well, I hope so too, Your Honor. And – it's important that we move forward with this in a good
730 faith effort. We need to bring some closure to this.

731

732 **MAYOR GOODMAN**

733 I understand.

734

735 **COUNCILMAN ROSS**

736 You know, again, I'll do my best to – make that happen for the CEA. But it, this is just an
737 example, and not only to our City Manager's Office, but to us as elected public servants, is that
738 every board we serve on, every thing that we have the City's name is tied to, we need to pay
739 attention to what's going on so this doesn't occur again, so employees aren't displaced, so
740 collective bargaining agreements are met and lived up to.

741 Again, I can't emphasize more how this could have been avoided and we wouldn't be having this
742 discussion today.

743

744 **MAYOR GOODMAN**

745 I appreciate that.

746

747 **TOMMY RICKETTS**

748 Your Honor, one – last thing?

749

750 **MAYOR GOODMAN**

751 Yes.

**CITY COUNCIL MEETING OF
February 21, 2007**

VERBATIM TRANSCRIPT – ITEM 50

752 **TOMMY RICKETTS**

753 If this – through you to Councilman Ross, if the other entities do not vote on this in lieu of going
754 all the way through the Supreme Court and the expenditures, I would just ask the Council to do
755 the right thing and reconsider a motion or an agenda item that would address this issue on behalf
756 of these employees so that they can get on with their lives and we can, kind of, close this wound,
757 in lieu of going through the Supreme Court hearing. Thank you.

758

759 **MAYOR GOODMAN**

760 I appreciate that. All right. Councilman Brown.

761

762 **COUNCILMAN BROWN**

763 Your Honor, my sense is that we want to hold this until our April 4th meeting, but are we going
764 to take any action, as far as the monetary?

765

766 **MAYOR GOODMAN**

767 Yes, I think that the appropriate motion would be, based on what I heard, move to pay the two
768 hundred and seventy-three thousand and then start immediately to get the balance from the –

769

770 **BILL HENRY**

771 The agenda item, Mayor, is to authorize the City Manager to pay the two seventy-three –

772

773 **MAYOR GOODMAN**

774 Okay.

775

776 **BILL HENRY**

777 – if the other municipalities --

778

779 **MAYOR GOODMAN**

780 Right, that's what I mean.

**CITY COUNCIL MEETING OF
February 21, 2007**

VERBATIM TRANSCRIPT – ITEM 50

781 **BILL HENRY**

782 Awe, okay.

783

784 **MAYOR GOODMAN**

785 Right, but do it quickly –

786

787 **COUNCILMAN BROWN**

788 Right.

789

790 **MAYOR GOODMAN**

791 – so these people can get their money.

792

793 **COUNCILMAN BROWN**

794 **Okay. Your Honor, I would -- move to follow that recommendation, with the direction**
795 **from the Board also to get some kind of written communication with the other entities**
796 **indicating that we are on a timeline here, so it's not just a communication breakdown that**
797 **they can wait ninety days or a hundred and twenty days.**

98

799 **MAYOR GOODMAN**

800 Right.

801

802 **COUNCILMAN BROWN**

803 So, that – would be my motion.

804

805 **MAYOR GOODMAN**

806 Well, we have that April deadline there, which is good.

**CITY COUNCIL MEETING OF
February 21, 2007**

VERBATIM TRANSCRIPT – ITEM 50

807 **BRUCE SNYDER**

808 Right. It's April 12th and we would also be willing to meet with whatever entities you need, you
809 know, provided the other attorneys in the case.

810

811 **MAYOR GOODMAN**

812 All right. Very good. All right. There's a motion, let's vote, please. Post. Motion carries.

813 **(Motion carried unanimously with Reese excused)** Thank you.

814

815 **BRUCE SNYDER**

816 Thank you.

817

818 **TOMMY RICKETTS**

819 Thank you.

820

821 **(END OF DISCUSSION)**

822 /cv/ac;yy

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership, Change of Business Name and Change of Location (Non-Operational) for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, To: Sterling Venue Ventures Las Vegas, LLC, dba The Canyon Club, 202 Fremont Street, Sterling Worldwide Entertainment, Inc., Lance Sterling, Mmbr, 33.3%, Jeffrey C. Lapin, Mmbr, 33.3% and Block 16, LLC, Melissa L. Richardson and William R. Richardson, Mmbr, 33.3% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership, Change of Business Name and Change of Location for a Tavern License.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary license in the event the investigation is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

Map

Motion made by LARRY BROWN to Approve the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 1

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

Minutes:

JIM DiFIORE, Manager of Business Services, reported that the applicant met the requirements to be considered for a temporary license. He suggested approval as recommended.

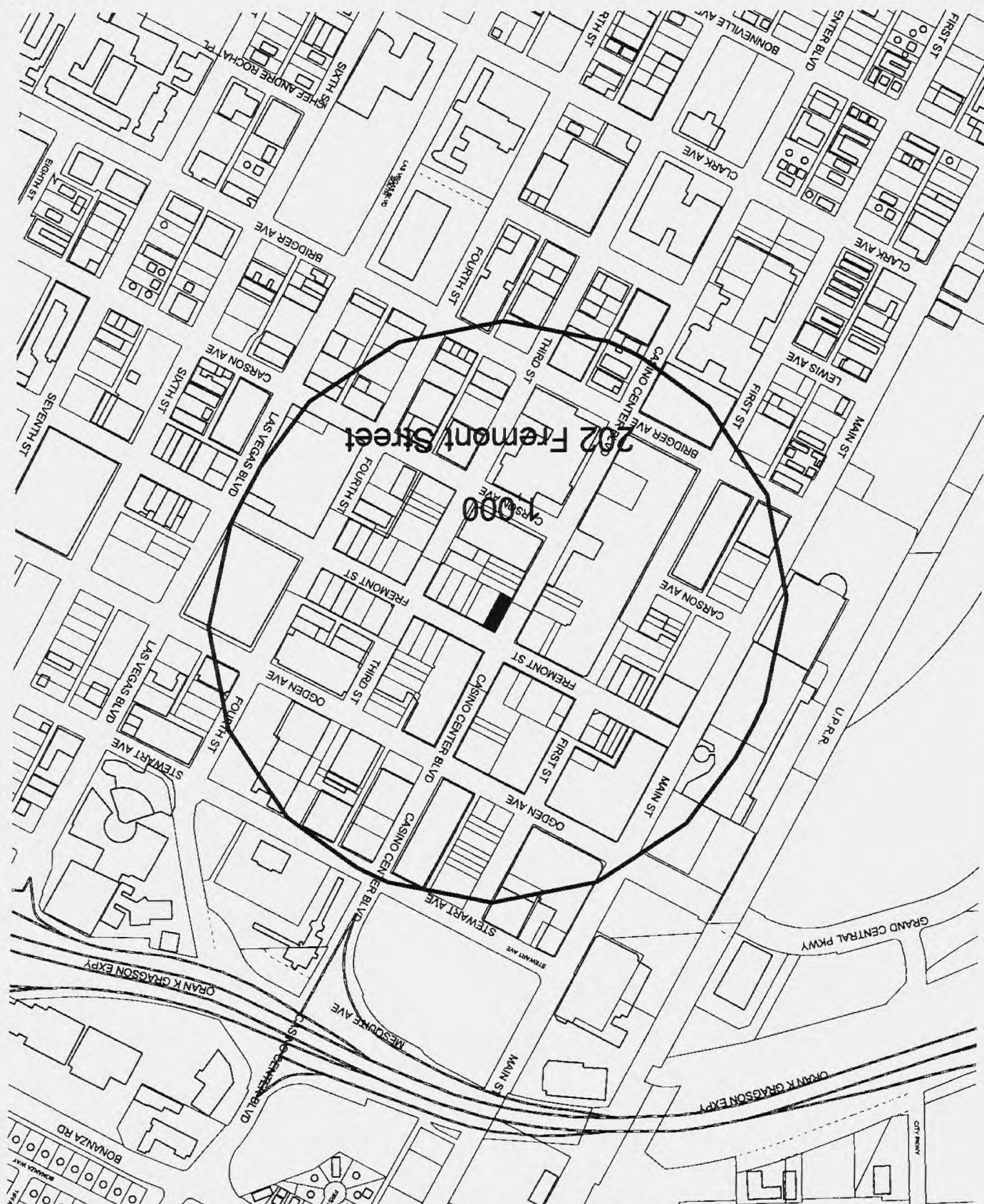
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

MAREN PARRY, Attorney, 300 South Fourth Street, appeared representing the applicant and showed pictures of The Canyon Club in California and a drawing of the intended building for this location. The restaurant will offer great entertainment in addition to the great menu. She concurred with all the recommendations and thanked staff for all their assistance and graciousness in processing such a voluminous application.





0 300 600 Feet



CANYON CLUB

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on a Review of Conditions of a Tavern License and a Gaming License for Scotch 80's Limited, dba Squiggy's, 530 South Martin Luther King Boulevard, Danny R. Piper, Dir, Pres, Treas, 50% and Joseph D. Bunch, Dir, Secy, 50% - Ward 5 (Weekly)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Scotch 80's Limited possesses a Tavern License (L16-00128-4-000190), Gaming License (G01-02175-4-000314) and other non-privilege related licenses. At the August 16, 2006 City Council meeting Council approved six conditions to add to the license of Squiggy's, one of which they were required to sell the business within a six month period or the licenses would be automatically revoked. Scotch 80's could appeal to Council for an extension of this time period if they have a signed sales agreement with a deposit in escrow, an application for transfer of ownership filed with Business Services, and a new gaming application filed with State Gaming and Business Services when the six month term expires while the investigations on the alcohol and gaming licenses are being completed.

RECOMMENDATION:

Recommendation to be made following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Verbatim Transcript

Motion made by LAWRENCE WEEKLY to Approve a 60-day extension, deleting the 25-year age restriction and subject to the other conditions imposed 8/16/2006

Passed For: 5; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 1

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

NOTE: MAYOR GOODMAN disclosed that he would be abstaining because of his relationship with DANNY PIPER, who is his neighbor.

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

Minutes:

A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

OSCAR GOODMAN, Mayor

LARRY BROWN, Councilman

JIM DiFIORE, Manager, Business Services Division

BILL HENRY, Senior Litigation Counsel

BROOKE BOHLKE, Attorney for Danny Piper and Joe Bunch

LOIS TARKANIAN, Councilwoman

LAWRENCE WEEKLY, Councilman

STEVE WOLFSON, Councilman

DANNY PIPER



AGENDA MEMO

CITY COUNCIL MEETING DATE: February 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action on a Review of Conditions of a Tavern License and a Gaming License for Scotch 80's Limited, dba Squiggy's, 530 South Martin Luther King Boulevard

Licensing Conditions – approved by City Council on August 16, 2006 –

1. A Condition that Scotch 80's Ltd. (Danny Piper and Joseph Bunch) have agreed to sell the business including the alcoholic beverage license within six months, otherwise the licenses will be automatically revoked. If they have a signed sales agreement with a deposit in escrow, an application for transfer of ownership filed with Business Services and a new gaming application filed with State Gaming and Business Services when the six month term expires (08/16/06 - 02/15/07), then Scotch 80's Ltd. may apply to the City Council on a month to month basis for consideration of approval of an extension of this time period while the investigations on the alcohol and gaming licenses are being completed.
2. A condition that Scotch 80's Ltd. will pay to the City in lieu of a fine, \$20,000 to be paid to the City within 30 days.
3. A condition that last call to customers will be 1:00 AM with business closing its doors for all patron use at 2:00 AM, seven days a week.
4. A condition that admittance to the bar will be only to patrons 25 and older during this time.
5. A condition that Scotch 80's Ltd. will provide adequate security for protection of patrons inside the bar and outside limited to the parking area designated for Squiggy's patronage.
6. A condition that Scotch 80's Ltd. acknowledge that the Business Services Director or Manager is granted the authority by the City Council to administratively suspend the licenses and close the business down if these conditions are violated. They further understand that Scotch 80's Ltd. will have the right to appeal the suspension at the next regularly scheduled City Council meeting.

CITY COUNCIL MEETING OF
February 21, 2007
VERBATIM TRANSCRIPT – ITEM 52

Discussion and possible action on a Review of Conditions of a Tavern License and a Gaming License for Scotch 80's Limited, dba Squiggy's, 530 South Martin Luther King Boulevard, Danny R. Piper, Dir, Pres, Treas, 50% and Joseph D. Bunch, Dir, Secy, 50% - Ward 5 (Weekly)

APPEARANCE LIST:

OSCAR GOODMAN, Mayor

LARRY BROWN, Councilman

JIM DiFIORE, Manager, Business Services Division

BILL HENRY, Senior Litigation Counsel

BROOKE BOHLKE, Attorney for Danny Piper and Joe Bunch

LOIS TARKANIAN, Councilwoman

LAWRENCE WEEKLY, Councilman

STEVE WOLFSON, Councilman

DANNY PIPER

9 minutes

Typed by: Angela Crolli

Proofed by: Ydoleena Yturralde

CITY COUNCIL MEETING OF
February 21, 2007
VERBATIM TRANSCRIPT – ITEM 52

21 **MAYOR GOODMAN**

22 Okay. Fifty-two is discussion and possible action on a Review of Conditions of a Tavern License
23 and a Gaming License for Scotch 80's Limited, doing business as Squiggy's, 530 South Martin
24 Luther King Boulevard in Ward 5.

25 I think I have to abstain from this; I did last time based on my relationship with Mr. Piper. It's –
26 we see each other all the time, we're neighbors and I would feel very uncomfortable voting on
27 this.

28

29 **COUNCILMAN BROWN**

30 (Inaudible)

31

32 **MAYOR GOODMAN**

33 Excuse me? Oh, the record is, yes, I read it in. Yes.

34

35 **COUNCILMAN BROWN**

36 Good morning.

37

38 **JIM DiFIORE**

39 Okay. Councilman and members of the Council, today we're here to hear a request, I believe,
40 from Mr. Piper and Mr. Bunch for an Extension of Time on their license. As you may recall, in
41 August of two thousand and six, in lieu of proceeding with disciplinary action on the license for
42 Squiggy's, the Council voted to add conditions to their license and one of those conditions was to
43 require the applicant or the licensee to sell the business within a six-month period of time.
44 However, there was a caveat and – if that did not take place, the licenses would be automatically
45 revoked. There was a caveat to that. If they had a buyer who had his applications submitted,
46 deposit money in escrow, submitted to the office and submitted to the State Gaming Control
47 Board, they could make a request for an extension of that six-month period of time to allow the
48 investigation to go through, to allow the new buyer to come forward for the City Council

CITY COUNCIL MEETING OF
February 21, 2007
VERBATIM TRANSCRIPT – ITEM 52

49 consideration for approval, and that application has been submitted to our office, and so they're
50 here today to make a request for an Extension of Time.

51
52 **BILL HENRY**

53 Mayor, may I be heard, please?

54
55 **COUNCILMAN BROWN**

56 Mr. Henry.

57
58 **BILL HENRY**

59 Thank you. Because this matter is in litigation and because an issue in the litigation, the central
60 issue in the litigation is whether or not their, the conditions on their liquor license were changed
61 as a part of the disciplinary item or as a part of the sep, separate agenda item that was before you
62 that day, I, I'd like to clarify for the record that having read the transcript that it's my
63 understanding that there were two items before you that day. One was the abeyed disciplinary
64 item, which had gone more than 60 days and which you found you no longer had jurisdiction and
65 you did not proceed on that. There was a separate agenda item to add conditions to their license,
66 including the ones that Mr. DiFiore mentioned, and that was the one that you did proceed on and
67 add those conditions to their license. Thank you.

68
69 **BROOKE BOHLKE**

70 Thank you Mr. Mayor and Councilmembers. My name is Brooke Bohlke on behalf of Callister
71 and Reynolds, and along with me are our clients, Danny Piper and Joe Bunch, owners of Scotch
72 80's Limited dba Squiggy's. At this time Scotch 80's Limited has complied with all the
73 conditions that had been placed on their license, and specifically are working in order to sell the
74 business within the six-month probationary period that we were given.

75 Specifically, we are currently in escrow and proof has been provided to the City Attorney's
76 Office. The City of Las Vegas' application has been provided to the City of Las Vegas Business
77 License Department. Our application has been presented to the State of Nevada Gaming Control.

CITY COUNCIL MEETING OF
February 21, 2007
VERBATIM TRANSCRIPT – ITEM 52

78 Further, Squiggy's continues to maintain hours of operation that you previously set for us,
79 specifically opening at 10 a.m. with the last call at 1 a.m. and closing the doors at 2 a.m. We're
80 currently still, strictly enforcing the ID requirements, which prevents anyone under the age of 25
81 from entering the premises. And because we have not, been unable to sell the business prior to
82 this time, we would be requesting another six-month conditional extension. We are currently,
83 like I said, we are currently in escrow to sell the business, but it's our understanding that for
84 specific licensing reasons, the purchasers need approximately that amount of time in order to
85 finalize the sale.

86
87 **COUNCILMAN BROWN**

88 Comments or questions from the Board?

89
90 **COUNCILWOMAN TARKANIAN**

91 I just like to know how Jim feels about this.

92
93 **JIM DiFIORE**

94 Well, I – know that one of the conditions was, on the Extension of Time, was that they would
95 come back to the City Council within 30, in 30-day increments to see just where the investigation
96 and the buyer is at that point in time. I – think the six months might be a little too much period
97 of time down the road. I – would probably suggest to the Council more – on the term of 60 days
98 so that we can find out where we are with the sale and the close of escrow and as –well as giving
99 you an update as to where the investigation is on the new buyer.

100
101 **BROOKE BOHLKE**

102 And we would be more than happy to comply with a 60-day status check as well.

103
104 **COUNCILMAN BROWN**

105 Councilman Weekly?

CITY COUNCIL MEETING OF
February 21, 2007
VERBATIM TRANSCRIPT – ITEM 52

107 **COUNCILMAN WEEKLY**

108 No questions?

109

110 **COUNCILMAN WOLFSON**

111 Yes. I'm sorry. Councilman Brown, thank you. Maybe I missed something, I was in the back
112 room for just a minute, but Jim, are they in compliance with everything that is listed as it states in
113 this agenda item that they could appeal to the Council for an extension if they have a signed
114 sales' agreement with the deposit in escrow. They have that?

115

116 **JIM DiFIORE**

117 Yes, they have.

118

119 **COUNCILMAN WOLFSON**

120 Okay. An application for transfer of ownership filed with Business Services and a new gaming
121 application filed with State Gaming and Business Services. They have all of those things in
122 place?

123

124 **JIM DiFIORE**

125 They have those all submitted.

126

127 **COUNCILMAN WOLFSON**

128 Thank you.

129

130 **JIM DiFIORE**

131 I would add that, given the 60-day period of time, I would add that the – conditions that were
132 imposed by the City Council on August 16th would remain in effect.

133

CITY COUNCIL MEETING OF
February 21, 2007
VERBATIM TRANSCRIPT – ITEM 52

134 **BROOKE BOHLKE**

135 Oh, and City Councilmen person, Mr. Mayor, we'd also like reconsideration of two of those
136 items. Number one is the age restriction. Currently, we're having problems with Gaming
137 Control Board, and unfortunately I don't have a copy of the letter to show you today, but Gaming
138 Control Board has advised us that it is a violation of NRS Statutes to refrain from allowing
139 people under 25 years of age into an establishment where there is gaming. They specifically
140 stated that the law allows for all members of the public age 21 and over for entrance into an
141 establishment with gaming control. So, that would be the reason why we'd be humbly asking
142 you to reconsider that restriction.

143 Number two, we'd – also ask that you reconsider the restriction forcing us to close our doors at 2
144 a.m. Gaming establishments, although they don't require that the doors be open 24 hours, they
145 do recommend it, and we've been in numerous negotiations with the Gaming Control Board
146 trying to explain why these conditions were in place against our license and why we've been
147 transacting the business the way we have been.

148

149 **COUNCILMAN WEEKLY**

150 Is that it? Okay. All right. First of all, I'd like to thank you, Mr. Piper. I spoke with Mr. Piper a
'51 couple of weeks ago. I appreciate you filling me in on what was going on with you all and I
152 appreciate the communications.

153 As it relates to the recommendations by staff, **I'll move for that recommendation for the 60**
154 **days. Attorney Bohlke, as it relates to the age restriction, I can delete that one. I don't**
155 **have a problem with that. But I do have a problem with the time. I'd like to leave that in**
156 **place until we see what happens after the 60 days.**

157

158 **DANNY PIPER**

159 That's great.

160

161 **COUNCILMAN WEEKLY**

162 Okay. That'll be my motion, please.

CITY COUNCIL MEETING OF
February 21, 2007
VERBATIM TRANSCRIPT – ITEM 52

163 **BROOKE BOHLKE**

164 Thank you, Councilman –

165

166 **COUNCILMAN WEEKLY**

167 You're welcome.

168

169 **BROOKE BOHLKE**

170 – Weekly.

171

172 **COUNCILMAN WEEKLY**

173 Thank you all very much.

174

175 **COUNCILMAN BROWN**

176 And notwithstanding those changes, also including those that were approved on August 16th,

177 two thousand –

178

179 **COUNCILMAN WEEKLY**

'80 Yes, Sir.

181

182 **COUNCILMAN BROWN**

183 – and six?

184

185 **COUNCILMAN WEEKLY**

186 Yes, Sir.

187

188 **COUNCILMAN BROWN**

189 Motion on the floor. Please cast your vote. Post. Motion carries. **(Motion carried**

190 **unanimously with GOODMAN abstaining and REESE excused)**

191

VERBATIM TRANSCRIPT – ITEM 52

192 DANNY PIPER

193 Thank you very much.

194

195 BROOKE BOHLKE

196 Thank you very much.

197

198 COUNCILMAN BROWN

199 April 18th. Thank you.

200 (END OF DISCUSSION)

201 /ac;yy

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Change of Ownership for a Tavern License, Drejo Enterprises, LLC, dba Tom Peters Gaming Bar, 465 South Decatur Boulevard, To: Jocelyn M. Nixon, Manager Mmbr - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Change of Ownership for a Tavern License.

RECOMMENDATION:

Recommendation to be made following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

Motion made by LARRY BROWN to Strike Items 35 and 48; Hold in Abeyance Items 27, 49 and 54 to 3/7/2007; and Hold in Abeyance Item 53 to 3/21/2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

Under Item 12, JIM DiFIORE, Manager of Business Services, requested Item 53 be held in abeyance to 3/21/2007.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License, Lia Hernandez, dba Lia Hernandez, 9108 Teal Lake Court, Lia Hernandez, 100% - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding an Appeal of Denial for a Family Home Child Care Facility License.

RECOMMENDATION:

Recommendation to be made following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Notice of Appeal

Motion made by LARRY BROWN to Strike Items 35 and 48; Hold in Abeyance Items 27, 49 and 54 to 3/7/2007; and Hold in Abeyance Item 53 to 3/21/2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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



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info@ctwlegal.com

1/25/2007

Honorable City of Las Vegas City Council
c/o Department of Finance & Business Services
400 Stewart Avenue
Las Vegas, NV 89101

Re: NOTICE OF APPEAL of Denial in Case #N08-96306-9-000389

2001 JAN 30 P 4: 51

RECEIVED
CITY CLERK

Comes now Lia Hernandez, through her Attorney Charles Wright, filing a timely notice of appeal in the above mentioned case and providing sufficient answers and explanations addressing the concerns stated in the Boards denial and addressing those areas of error in both Law and Fact presented in material considered by the board in this application denial.

The board cited three areas of concern in their decision to deny this license which will be addressed in the order presented in the Boards denial letter. They are:

1. 6.24.050 License required
2. 6.24.070 License – Denial, Suspension, or Revocation
3. 6.02.090(A)(1) – Action on Application – Refusal Grounds

1. 6.24.050 License required

The Investigation cites an abuse issue that occurred in June 2005 which led to the "discovery" of the illegal daycare and the issuance of the cease and desist ticket. This event appears to be offered to both shows the date of original citation and to taint the board's view of the capability and quality of care that Lia would provide if a license were granted.

This incident ended without action by the LVMPD Abuse and Neglect unit and with a completely satisfactory result for the parent of the child that had the bruise. Lia's son was left to briefly supervise the child while Lia took care of an immediate need. The son had done this same duty previously. He was of suitable age and discretion to be trusted to do so. He hit the child causing the bruise; he later apologized to the parents and the child in a face to face meeting. This

#54

meeting was held to both teach Lia's son the nature of his offense and offer closure to the affected family. The mother of the child that was bruised has expressed a strong desire to offer testimony before the Council as to the nature of the original incident and to the wonderful quality of care and as to the good and kind character of the applicant Lia Hernandez. She plans to have her children cared for by Lia when this license is eventually granted by the Council.

The investigator also points out that three children were present and being cared for when the June 2005 meeting took place, indicating that Lia was in the act of providing illegal daycare when the officers walked in. This is a wrong assumption. These children were not under Lia's paid care. Another care provider in the neighborhood had these children in her care when she was called away for an unscheduled obligation. This care provider asked that Lia watch the children as a favor while she tended to the obligation. Lia obliged and these children were in the house at the time of the citation.

Further, the violation is stated to have continued until an approximated date of September of 2006. This is not the case. The special needs child that was picked up by the CCSD handicapped bus at (or near) Lia's residence continued to be picked up there until June 2006 which was the end of the school year. This child was enrolled in the elementary school that Lia's residence is zoned for when Lia began to care for him prior to issuance of the cease and desist ticket. He continued to meet the bus there, from his mother's car, for the remainder of the school year to avoid changing schools as the mother greatly desired to keep her son in this school she was not zoned for. Lia, in error, assisted in this by not insisting that the bus route be changed and further by telling her son to "just say he's still in my care if anyone asks why he's still in (this) school." Her son was later questioned during the investigation and following instructions said the childcare was ongoing in accordance with the earlier instructions.

Lia volunteered the information about her unlicensed daycare during a discussion with these officers about licensing. She was told she would never get a license now that she had been "caught" in the act. She debated for long time whether to pursue licensure or if it was impossible as she was told. Contrary to the representation of Lia's stance on licensure contained in the investigation report, Lia thought it to be no "big deal" because she was providing quality care and had all intentions of applying for licensure from the beginning. She was not doing so in a blatant or flippant disregard of laws and regulations. She had no thought that her actions in delaying the obtaining of a license would result in what appears to be the implication of a life sentence as to the inability to obtain a license in the City of Las Vegas. Other licenses, business, contracting, and drivers for example, are not denied because someone has done any of these in an

ur licensed capacity. Instead, there is a penalty applied to the application process and the attempt to become legitimately licensed is not barred by the prior infraction. We ask that the same standard be applied here as there are other facilities known to this party that were granted this same license after committing the same offense.

2. 6.24.070 License – Denial, Suspension, or Revocation

"The Director may: (A) Deny an applicant a license if: (1) The application is incomplete or contains false, misleading or fraudulent statements with respect to any information that is required in the application;"

The investigation points out that Lia was not truthful in her answers, answering "no" on the question that asks if the applicant has ever been "cited, or charged with, or formally accused of any violation of a statute, regulation, or code of any local, state, county, municipal, provincial, federal or national government" to which Lia honestly, in her belief, answered no. The discrepancy lies in the definition of the Utah department of health actions referred to in the investigation report. There was no formal provider correction required by these statements of findings. The entire action around these two referred incidences was very informal, no citation, no remedial measures requirement, and no adjudication type procedure. This is not offered as proof that these actions do not fall within the intended inclusions of the question. Merely it serves as a basis for the belief that Lia had when she answered the question. There was no apparent reason to believe that she had in fact been "cited, or charged with, or formally accused of any violation of a statute, regulation, or code of any local, state, county, municipal, provincial, federal or national government."

Where the investigator indicated that Lia's not volunteering additional information during indicates deceit. This is far too strong of an allegation to be supported by a simple assumption. The investigator asked about a specific date and incident. The discussion was frank and forthcoming on Lia's part. She answered the question that was posed to its fullest extent and hid nothing. The failure of the investigator to ask the appropriate question or follow-up question can not be held as an omission or attempt to deceive on the part of the questioned.

Conclusion

Lia humbly requests that this honorable Council grant her the license required to operate an in home daycare. She pleads for understanding in very isolated and limited offenses when compared with her decades-long history of providing care to children. Lia is willing to submit to any additional restrictions that this Council sees fit in this situation to alleviate any concerns that

may exist on the part of the board. Lia humbly requests to be heard and questioned before this Council at the earliest possible date.

Submitted by and through her Attorney Charles T. Wright this 25th day of January 26, 2007.

Charles T. Wright
N / Bar #10285

By: JN
